

Memorandum of Agreement

Between

BNSF Railway

And

Brotherhood Railway Carmen Division/TCIU

And

International Association of Machinists and Aerospace Workers

And

International Brotherhood of Electrical Workers/System Council No. 16

This Agreement provides for the establishment and staffing of "Rapid Responder" positions at specific locations on former Burlington Northern, including former SLSF, (hereafter referred to as "former BN") seniority districts as set forth in Attachment No. 1 of this Agreement. At the outset, a total of 56 positions will be established at the following location: Big Lift, Colorado; Bridgeport, Nebraska; Broken Bow, Nebraska; Crawford, Nebraska; Creston, IA; Gillette, Wyoming; Grand Island, Nebraska; Hyannis, Nebraska; Falls City, Nebraska; Mt. Pleasant, IA; Newcastle, Wyoming, Olathe, Kansas, Sheridan, Wyoming; and Wright, Wyoming.

Rapid Responder positions will be established to effectuate repairs of trains traveling between terminals. A Rapid Responder will be required to perform all troubleshooting and repairs to expedite train movement, which they have the qualifications and equipment to perform, regardless of craft affiliation.

The Parties agree that the number of Rapid Responder positions will be allocated equally among the crafts involved if there are a sufficient number of applicants from the respective crafts.

The Parties have agreed that while this agreement is in effect contractors will not will not be used to perform responder duties in the territories covered by this agreement unless genuinely unavoidable.

- I. Rapid Responder positions' pay, days and hours of assignment will be established as follows:

**Employees Assigned To a Rapid Responder Position –
Paid On Monthly Basis**

The rate for monthly rated employees assigned to Rapid Responder positions will be \$5890.74 per month, contemplating 213 hours per month. This rate is subject to future general wage increases and cost-of-living adjustments, if applicable, and covers all services rendered, except as specifically provided in this Agreement. Two twelve-hour shifts daily will be established at each location identified in Attachment No. 1 of this agreement and at any additional locations where Rapid Responder positions may be established in the future. The Rapid Responder positions will work three days followed by three rest days, followed by three work days, followed by three rest days, etc.

Note: The above monthly rate includes a \$100 meal stipend.

To determine the straight time hourly rate, divide the monthly rate by 213 hours. Rapid Responders working a fractional part of a month shall be paid a percentage of the monthly rate equal to the percentage of the month the employee is working as a Rapid Responder. For example, if an employee begins working a Rapid Responder position on March 16 and works it through the end of the month, he or she would receive 52% (16/31) of the monthly rate.

The Company may use assigned Rapid Responders to fill vacancies and perform additional duties outside their regular assigned hours; however, overtime is only paid after an employee works beyond 213 hours in a month. The overtime hourly rate to be determined by dividing the monthly rate by 213 hours times 1.5.

For any day a Rapid Responder is off work without pay, his or her pay will be reduced by 12 hours at the straight time hourly rate, hourly rate to be determined by dividing the monthly rate by 213 hours.

The regular starting time of the two shifts shall be:

- (1) First Shift – Not earlier than 6:00 AM nor later than 8:00 AM
- (2) Second Shift – Not earlier than 6:00 PM nor later than 8:00 PM

Changes within the above starting time restriction may be made by the Company as necessary, provided the employees involved are notified before the end of the shift before the change is effective.

The starting times of the assignments at any location may be changed and set outside the above restrictions by mutual agreement between the employees working at that location with the approval of their Supervisor and the applicable general chairmen. If such a change is contemplated, the general chairmen will be given 48 hours advance notice of the proposed change in starting time.

II. Establishing of Rapid Responder positions will be handled as follows:

- a) At the outset, the Company will advertise the need to fill the newly-established Rapid Responder positions on the BNSF public internet site and at all Shops across the BNSF system seeking internal applicants from which to establish a pool of candidates for appointment to the available positions. In order to be considered for appointment to a Rapid Responder position, an employee will be required to provide their resume along with any other documentation they deem appropriate to the address on the posting and to the appropriate General Chairman. As the need arises for additional employees to be considered for appointment to Rapid Responder positions, the Company will advertise for additional candidates through the BNSF public internet site and by postings at all Shops across the BNSF system with the interested employees being required to provide a resume and other appropriate documentation to the address on the posting and to the appropriate general chairman. Copies of the advertised positions will be sent to each respective General Chairman.
- b) The Company will establish the mix of craftsmen at each location.
- c) The number of positions assigned to each craft will be equalized as nearly as possible. As of the date of this agreement five machinists and five electricians

currently perform the duties of Rapid Responders at Gillette and Wright, Wyoming. Machinists J. E. McBride, D. D. Miller, M. W. Moody, and R. A. Schol, and electricians, E. W. Daly, R. M. Farritor, S. E. Otten Fox, D. N. Rose, and M. A. Stengle will be given a one-time first right of selection in seniority order of the following options: (1) accept one of the new Rapid Responder positions at their current location; (2) select a rapid responder position at another location; or (3) return to their former location (Alliance or Guernsey). Any of the 9 employees selecting a rapid responder position at another location or electing to exercise seniority back to their former location (Alliance or Guernsey) will receive the real estate benefits contained in Side Letter No. 2. Employees unable to hold a Rapid Responder position at Gillette and unable to exercise their seniority to their former location (Alliance or Guernsey) and thereby forced to select a Rapid Responder position at another location or exercise their seniority at other than Alliance or Guernsey will receive both the real estate benefits contained in Side Letter No. 2 and the moving benefits contained in Article V of this Rapid Responder Agreement.

Note: Machinist B. M. Meyer will be given a right of selection in seniority order to one of the new Rapid Responder positions at Gillette.

Once it is determined which employees have selected the Rapid Responder positions at Wright and Gillette, craftsmen will be chosen to fill the remaining positions with efforts being made to equalize the number of craftsmen from each craft. The Company will first seek qualified carmen to fill the available positions not filled by the 10 employees already selected as Rapid Responders. If not enough carmen apply to equalize the vacant positions, the Company will then attempt to fill the positions equally with the electricians and machinists that apply.

The Parties recognize there may be situations that arise that will make it extremely difficult to maintain the proper ratio of craftsmen. When unique circumstances arise, the Parties agree to work together to correct inequities as quickly as possible.

- d) When Rapid Responder positions are established, the Company, after considering qualifications, work history, location and seniority, will have the right of selection to each position. That is, the Company has the right to choose the candidate to fill the position regardless of seniority and craft affiliation.

Note 1: If an employee is assigned to a Rapid Responder position outside of his seniority district, such employee will retain seniority in their old district.

Note 2: Employees who have been selected and qualified as Rapid Responders or Relief Rapid Responders and are furloughed, shall have the right to displace junior employees that are assigned Rapid Responder positions.

- e) When a Rapid Responder position created under the provisions of this Agreement on former BN territory is vacated, the vacated position will be filled as follows:
 - (1) A vacated Rapid Responder position established under this Agreement will be posted to the BNSF public internet site and by posting in all shops across BNSF locations specifying, when necessary, which craft will have preference to the vacated position.
 - (2) If craft affiliation is specified on the job posting:

- (a) An employee with the necessary craft affiliation already assigned and working as a Rapid Responder at the location where the Rapid Responder position is vacated will have first opportunity to fill the vacated position. Selection will be made based upon the relative seniority date of the employees from the seniority district from which they transferred.
 - (b) If there are no candidates for the position with the necessary craft affiliation working as a Rapid Responder at the location where the vacancy exists, an employee who has been assigned to and working a Rapid Responder position at another location for twelve or more months may file a request to transfer. If the Rapid Responder requesting to transfer meets the craft affiliation requirement of the vacant position, the Company will consider the employee for assignment before filling the vacant position from other sources.
 - (c) If none of the employees holding Rapid Responder positions at the location where the vacancy exists meet the craft affiliation requirement and if the Company does not choose a Rapid Responder assigned at another location requesting a transfer, the Company will have the right of selection to fill the vacated position from other employees who meet the craft affiliation requirement.
 - (d) If there are no candidates for the position meeting the craft affiliation requirement, the position will be assigned to the senior employee requesting the position who is assigned under the provisions of this Agreement and working as a Rapid Responder at the location where the vacancy exists regardless of craft affiliation.
 - (e) If none of the employees assigned to and working as a Rapid Responder at the location where the vacancy exists request to fill the vacant position, or if no Rapid Responder requesting transfer from one location to another is chosen to fill the position, the Company will have the right of selection to fill the position.
- (3) If craft affiliation is not specified on the job posting:
- (a) An employee already assigned and working as a Rapid Responder at the location where the Rapid Responder position is vacated will have first opportunity to fill the vacated position. Assignments will be made based on the relative seniority dates of the employees at the locations from which transferred.
 - (b) If there are no candidates for the position working as a Rapid Responder at the location where the vacancy exists, an employee who has been assigned to and working a Rapid Responder position at another location for twelve or more months may file a request to transfer. The Company will consider the employee for assignment before filling the vacant position from other sources.

- (c) If none of the employees assigned to and working as a Rapid Responder at the location where the vacancy exists request to fill the vacant position or if no Rapid Responder requesting transfer from one location to another is chosen to fill the position, the Company will have the right of selection to fill the position.
- (4) Once an employee is appointed to a Rapid Responder position, the employee will be required to complete at least six months service on the position before he or she will be allowed to bid to a different position or vacate the position for any other reason. The Company can hold an employee who has successfully bid off of a Rapid Responder position or vacated the position for other reasons for up to three months while a replacement is selected and trained.
- (5) If a Rapid Responder position(s) is to be abolished, the Company will provide the employee(s) involved and the appropriate General Chairman with a thirty-day advance notice of the abolishment and cover the necessary moving expenses as provided for herein, for the employee to return to a position within his seniority district or the new assignment location.
- (6) Other than specifically provided for herein, all Rules of the former BN Agreements applicable to other employees of the same crafts, shall apply to the service of the employees assigned to these Rapid Responder positions. Where provisions of this Agreement conflict with other Rules of the BN Agreements, this Agreement applies.

III. Relief of Rapid Responder positions.

- a) The Company will provide qualified relief to cover approved scheduled vacations, training away from assigned location and personal leave days. The Company may use Rapid Responders at the location who have not worked more than four consecutive 12-hour days or whose regularly assigned hours will not exceed 213 hours that month. For example, an employee has an approved, scheduled vacancy. The Rapid Responder at the location may be assigned to fill that approved, scheduled vacancy. However, he could not be used on the 5th day to fill a vacancy because he would exceed four consecutive 12-hour days. He would, however, be available for utilization on the 6th day in conjunction with his next three day work cycle so long as he did not exceed his 213 hours per month. Rapid Responders may request to work vacancies at their location in excess of their 213 hours per month; however, such overtime must be approved by the supervisor.
- b) An unscheduled vacancy may be filled by the Rapid Responders assigned at that location, as determined by the supervisor.
- c) The Company may use employee from other locations within the seniority district to provide relief, the Company to be the judge of qualifications. Employees, other than those assigned a Rapid Responder position, working as Relief Responders will be compensated for eight hours at straight time and four hours at overtime at the rate of pay of their regular position for each day worked as a relief Rapid Responder. Where meals and lodging are not furnished by the Company, all necessary, approved, receipted expenses will be covered.

- IV. The territories and locations where employees assigned to Rapid Responder positions may respond to train failures and other emergencies are outlined on Attachment No. 1 of this Agreement.

If Rapid Responder locations are added or reduced, the Company will provide the Organization with an updated list of Rapid Responder locations and the rail lines that will make up the appointed employee's territories. An employee assigned to a Rapid Responder position on one territory may be used on another adjacent territory when the employee on that adjacent territory is not readily available. Rapid Responder positions are assigned by territory and are not bound by seniority districts.

A list of current Rapid Responder locations will be maintained by the Parties. When the location of a particular Rapid Responder is changed by mutual agreement, the list will be updated by the Company and distributed to the Organizations signatory to this Agreement.

- V. The moving benefits as set forth below will be available only to eligible employees appointed to a Rapid Responder position who are required to change their place of residence. Eligibility for the moving benefits includes the requirement that an employee must make a bona fide relocation and change his or her principal place of residence to the new location.

- a) The Company will arrange for the movement of a successful applicant's household goods from their current location to the location where assigned.
- b) Each successful applicant will be allowed up to five days with pay to move to their new location.
- c) Mileage for up to two cars at the current I.R.S. rate.
- d) With respect to the moving of household goods, mileage allowance and pay for time off to move, an employee transferring under this Agreement may elect a lump sum payment of \$7,500.00 (subject to applicable taxes) and in lieu of all other benefits set forth in (a), (b), and (c) above.
- e) In order to receive the moving benefits outlined in (a), (b), and (c) above, or the lump sum payment described in (d) above, the employee will sign an Employee Reimbursement Agreement. Under the terms of this Agreement, the employee will be required to repay any and all relocation expenses, or the lump sum, if the employee voluntarily leaves the Rapid Responder position within the first twelve months after first performing service as a Rapid Responder. Employees that may be moved from one Rapid Responder position to another by the Carrier will not be subject to the payback provision, unless that employee voluntarily leaves a Rapid Responder position within the twelve month period.

- VI. The Company maintains the right to remove an employee from a Rapid Responder position at any time during the first sixty calendar days the employee is assigned to and working a Rapid Responder position. Thereafter, if the Company determines that an employee assigned to a Rapid Responder position is to be disqualified from the position, the employee's supervisor will discuss the impending disqualification with the employee's representative. If the Organization continues to dispute the Company's decision to disqualify the employee, the disputed disqualification will be handled directly between the

Chief Mechanical Officer and the General Chairman of the craft involved. In the event no resolution is reached at this level and the employee is disqualified, he shall be permitted to exercise his seniority under the provisions of his governing Agreement. An employee disqualified due to his or her inability to perform the duties of the position after the first sixty days on a Rapid Responder position will be entitled to those moving benefits set forth in Section V of this Agreement. In those circumstances wherein it is alleged an employee assigned to a Rapid Responder position has violated Company Rules, the employee will be covered by the provisions of the disciplinary rule of the relevant craft's agreement. If, as a matter of discipline, an employee is disqualified from a Rapid Responder position, the employee will not be entitled to the moving benefits set forth in Section V of this Agreement.

VII. Vacations and Personal Leave Days

- a) Employees who take a personal leave day while working a three-on/three-off monthly rated position as a Rapid Responder will be charged with one personal leave day and will not have the monthly rate reduced.
- b) Vacation for monthly rated Rapid Responder will be predicated on a six-day per week work week.
 - (1) Four twelve-hour shifts will be treated as six days towards vacation qualification. If, at the end of the year an employee is ½ day short of being qualified for a vacation in the following year, the employee will be credited with an additional ½ day credit toward vacation qualifying.
 - (2) Employees assigned to and working three on three off Rapid Responder positions will be entitled to four twelve-hour shifts of vacation for each week of vacation assigned under the National Vacation Agreement. Three work days followed by three rest days shall constitute as taking one week of vacation. Each single day of vacation taken will be accounted for as 1 ½ days of vacation time. For example, if an employee assigned to and working a Rapid Responder position has four weeks of vacation, the employee would be entitled to 16 twelve hour shifts of vacation.

VIII. Meal Periods and Lodging

Employees working as Rapid Responders will be provided two thirty-minute meal periods without reduction in pay. (A \$100 meal stipend is included in the monthly rate.) Meal periods are to be taken during regular working hours when time is available.

Rapid Responders working within their assigned territory, outside their assigned hours, will be reimbursed for such actual necessary approved receipted meal and lodging expenses. Rapid Responders working outside their assigned territory will be reimbursed for actual necessary approved receipted lodging expenses, as well as for meals outside their assigned hours.

- IX. The Parties have agreed that the initial positions vacated by employees selected to fill the initial Rapid Responder positions will be posted and filled in accordance with the applicable agreement.

NOTE: It is understood that the Company retains the right to abolish unneeded positions in the future.

- X. This Agreement and its application is made without prejudice to the position of any of the parties involved and will not be referred to by the Company or any Organizations signatory hereto in any manner for any reason or purpose except for any dispute arising under this agreement. In the event circumstances or operational needs change that may require a change to this Agreement, every effort will be made to resolve the matter in a spirit of cooperation.

Upon a 45 day advance written notice this agreement may be canceled by the Company or collectively by all the Organizations parties signatory hereto. During such advance notice period the parties will meet in an attempt to resolve the issues involved. Failure to resolve such issues within 45 days, the Agreement shall be terminated unless otherwise mutually agreed.

If less than all of the Organizations wish to cancel their participation in this agreement, the same 45 day advance written notice and discussions referred to above will apply. However, if the parties fail to resolve the issues involved, the Rapid Responders represented by the canceling Organization may be held on their positions for up to 90 working days from Carrier's receipt of the 45 day advance notice in order to provide the Carrier time to select and train replacement worker from the remaining participating crafts.

Upon cancellation of the agreement, the rights of the Company shall revert to those existing before the implementation of this Agreement.

AGREED:



AVP Labor Relations

Date: October 12, 2010



President/Directing General Chairman
IAMAW



General Director Labor Relations



General Chairman IAMAW



Chief Mechanical Officer - North



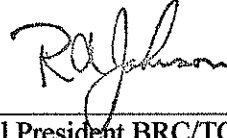
General Chairman IAMAW



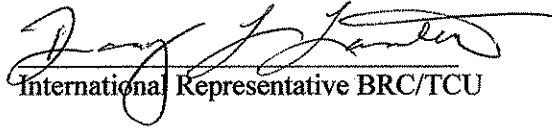
General Chairman IAMAW

Continued:

Date: October 12, 2010



General President BRC/TCU



International Representative BRC/TCU



General Chairman IBEW
System Council No. 16

Attachment No. 1 – Rapid Responder Agreement

Rapid Responder Headquarters, Subdivisions and Territory:

1. Wright, Wyoming Orin, Reno & Canyon Subdivisions
MP 15 Caballo Junction to MP 127.3 Orin Junction to MP 95 Guernsey
2. Bridgeport, Nebraska Augora and Valley Subdivisions
MP 4 Alliance to MP 112.3 Sterling and MP .4 to Northport to MP 90.4 Guernsey
3. Broken Bow, Nebraska Sand Hill Subdivision
MP 126.9 West Ravenna to MP 242.6 Thedford
4. Crawford, Nebraska Butte Subdivision
MP 366.2 Alliance to MP 473.6 Edgemont
5. Donkey Creek, Wyoming Black Hills and Campbell Subdivisions
MP 569 Moorcroft to MP 0.0 Campbell to MP 15 Caballo Junction
6. Aurora, Nebraska Ravenna Subdivision
MP 126.9 West Ravenna to MP 1.9 Lincoln
7. Hyannis, Nebraska Sand Hills, Subdivision
MP 242.6 Thedford to MP 364 Alliance
8. Falls City, Nebraska St. Joe and Creston Subdivisions
MP 116.5 to St. Joe to MP 206 Lincoln and Lincoln MP 206 to MP 475 Pacific Junction
9. Newcastle, Wyoming Black Hills Subdivision
MP 473.6 Edgemont to MP 569 Moorcroft
10. Sheridan, Wyoming Bighorn and Dutch Subdivisions
MP 597.9 Gillette to MP 829.3 Huntley
11. Chariton, Iowa Ottumwa Subdivision
MP 152.4 Galesburg to MP 303.7 Albia
12. Creston, Iowa Creston Subdivision
MP 303.7 Albia to MP 475 Pacific Junction
13. Lenexa, Kansas Fort Scott & St. Joe Subdivisions
MP 59.9 St. Joe to MP 98.6 Fort Scott
14. Big Lift, Colorado Pikes Peak Subdivision
MP 0.0 Denver to MP 120.4 Pueblo Junction

Side Letter No. 1
Memorandum of Agreement between
BNSF Railway
and
the Brotherhood of Railway Carmen Division/TCIU (BRC)
and
the International Association of Machinists and Aerospace Workers (IAM)
and
the International Brotherhood of Electrical Workers/System Council No. 16 (IBEW)

This Agreement is made between BNSF and BRC/IAM/IBEW in consideration of the provisions of the Rapid Responder Agreement and will remain in effect for those employees covered by it so long as the Rapid Responder Agreement remains in effect.

(A) Effective October 12, 2010, an incentive compensation plan shall be established for employees represented by the Organizations signatory hereto who are assigned to and working as Rapid Responder positions pursuant to the October 12, 2010 Rapid Responder Agreement (hereinafter "Rapid Responders"), according to the following terms.

(B) Under the new plan ("IC Plan"), each Rapid Responder may receive an incentive compensation payment no later than March 15 of the year immediately following each "performance" (calendar) year, the first one of which shall be 2011. For 2011, for each Rapid Responder, said payment shall have a maximum potential of (be up to) 2 percent of the Rapid Responder's regular earnings for the period September 1 to December 31, 2010 (regular earnings exclude such things as any bonus or lump sum, any retroactive payment not attributable to this portion of 2010 earnings, benefit buy-out payment, moving/real estate benefit, previous year's profit sharing payment, any earnings not attributable to hourly, daily, weekly or monthly rates of pay, etc.) as a Rapid Responder on BNSF property. For performance year 2011 and each subsequent performance year, the maximum potential shall be 2 percent of the Rapid Responder's regular earnings for the full performance year while assigned and working as a Rapid Responder, otherwise applied as indicated above for 2010.

(C) Each Rapid Responder's IC Plan payment will be determined based on the same company-wide goals, the same apportionment among the goals and the same performance standards in meeting those goals as are used for that performance year in the "Incentive Compensation Plan" for exempt employees ("ICP"). For example, recently, there have been goals for operating income (55% of total); velocity (30% of total); and safety (personal injury frequency ratio, and lost and restricted time) (15% of total). The payout on each goal depends on the attainment of specific, pre-determined targets for the goals and the approval of BNSF's ICP Committee. Presently, a 150% payout level for the ICP is equal to a 100% payout under the IC Plan. Therefore, for example, for performance year 2010, if the company has an ICP payout level at "Goal" (the 150% ICP point), each Rapid Responder would get 2 percent as an IC Plan payment; if the company has an ICP payout level at "Target" (the 100% ICP point), each Rapid Responder would get 1.34 percent; and if the company has an ICP payout level at "Threshold" (the 15% ICP level) each Rapid Responder would get 0.2 percent as an IC Plan payment. There is no ICP or Profit Sharing payment for performance below threshold. For each performance year, the actual payout level will be as determined by the ICP Committee, and the same ICP goals and

method applied for exempt employees in the Operations Department will be used for BNSF Rapid Responders, in accord with the financial result illustrated in the previous examples.

(D) If the design of the BNSF ICP itself (not the type or level of specific goals set from year to year) is ever changed in a way materially separating the interests of Rapid Responders still covered by the IC Plan from the interests of BNSF operations employees covered by the ICP, then the parties shall meet promptly to revise the IC Plan in a way which does not so separate the interests of Rapid Responders covered by it. If the parties cannot so agree, they shall submit the matter to expedited, parties-pay, final and binding arbitration before a single neutral. In such event, the arbitrator shall have jurisdiction exclusively to reformulate the IC Plan in a way which has no material adverse effect on either covered Rapid Responders or BNSF, and which effectuates the intent represented here in view of the changed conditions.

(E) If the Rapid Responder Agreement is cancelled by BNSF, or collectively by the Organizations, or an individual Organization cancels its continued participations, this IC Plan is also cancelled in its entirety on the effective Rapid Responder cancellation date for either all Rapid Responders or for those represented by an individual canceling Organization, as appropriate. However, Rapid Responder regular earnings up to the effective date of cancellation will remain eligible as the basis for a pro-rated IC Plan payment.

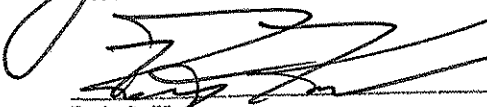
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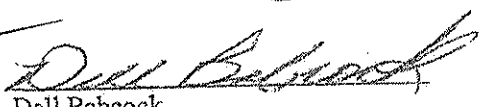
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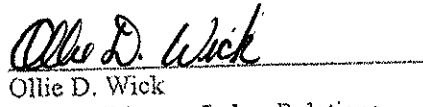
Accepted for BRC/IAM/IBEW Communications
International Union

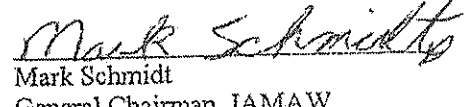

John J. Fleps
Vice President Labor Relations

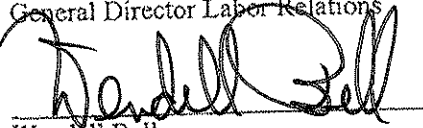

Danny Lancaster
International Representative, BRC


Rob S. Karov
Asst. Vice President Labor Relations


Dell Babcock
General Chairman, IAMAW


Ollie D. Wick
General Director Labor Relations


Mark Schmidt
General Chairman, IAMAW


Wendell Bell
General Director Labor Relations


Jeff Doer
General Chairman, IAMAW


Dale Doyle
General Chairman IBEW
System Council 16

Side Letter No. 2

As provided for in Article II, paragraph C, of the Rapid Responder Agreement signed on October 12, 2010, machinists, J. E. McBride, D. D. Miller, M. W. Moody, and R. A. Schol, and electricians, E. W. Daly, R. M. Farritor, S. E. Otten Fox, D. N. Rose, and M. A. Stengle, currently working rapid responder positions at Gillette and Wright, Wyoming, may be eligible for the following:

1. Home Sale and Loss on Sale. If the employee owns his/her home, as of the date of the Rapid Responder Agreement, at Gillette or Wright, Wyoming, he shall, after marketing his home for a minimum of 60 days, advise the Company whether he desires the Company via Primacy Relocation (1-800-713-7783) to purchase his home at the appraised value as of the date of the Rapid Responder Agreement. Appraised value shall be determined based on the average of two appraisals to be obtained as set forth in this Agreement. Such notification must be presented no later than 60 days after the date the employee elects to return to his former location. If the employee properly notifies Primacy Relocation that he desires the Company to purchase his home, Primacy will arrange to do so within 30 days from date of such notice consistent with the other requirements of this Agreement.

If the employee elects to have the Company purchase his home and the appraised value as of the date of the Rapid Responder Agreement is less than the employee's original contract purchase price of the home, BNSF will reimburse the employee for the Loss on Sale. Reimbursement for eligible properties will be based upon 100 percent of the loss up to a maximum of \$50,000. This payment is considered taxable income and will be reported by the Company pursuant to IRS requirements. A "loss" for this purpose exists only if the original contract purchase price exceeds the current contract sales price. Loss on Sale will be calculated as shown on the Loss on Sale Claim Form attached as Exhibit A. Expenses incurred for financing and closing the sale will not be considered in calculating the loss amount. Costs incurred for improvements to the home are not included in the Loss on Sale benefit. The Loss on Sale benefit is also available if, during the 60-day marketing period referenced above, the employee sells his home for a minimum of 95% of the appraised value as of the date of the Rapid Responder Agreement. To receive the Loss on Sale payment, the employee must forward a copy of the closing statement from the employee's original purchase of the home, in addition to a fully executed copy of any outside buyer's contract of sale to Primacy for evaluation.

The Company is not obligated to purchase any property or home other than the home (owned by the employee) in which the affected employee is residing and the lot upon which said home is located. The term "home" as used herein means the single primary place of residence of an employee, which is a structure consisting or not more than two dwelling units (duplex) and located on a building site of not more than one acre or as local ordinances may require and which is utilized for residential purposes only. The Company is not obligated to purchase the home of an employee where a marketable title cannot be conveyed, a home with known toxic substances including but not limited to radon, lead, asbestos, mold, UFFI insulation, Chinese drywall, or any potentially dangerous substance, or a home with serious structural or code defects, incomplete construction/reconstruction, or a home that does not comply with applicable state or local laws, etc. Any costs for remediation or other necessary repairs will be at employee's expense prior to the home being accepted for sale by the

Company. The Company is not obligated to purchase any live stock, farm machinery, barns, lofts, or similar structures located on such acreage. Should there be a dispute as to acquisition of an employee's home, it shall be handled through joint conference between the representative of the Organization involved and the Company. Should the parties be unable to resolve the matter, the dispute resolution process provided by New York Dock Conditions, Article 1, Section 12D or September 25, 1964 National Mediation Agreement Section 10, shall apply.

2. Lump Sum. An employee electing to return to his former location under this Agreement may, in lieu of any and all real estate benefits, elect to relieve the Company from any and all responsibility in connection with the employee's home by requesting and accepting a lump sum payment in the amount of 15% of the appraised fair market value of the home (home value not to exceed \$175,000. This payment is considered taxable income and will be reported by the Company pursuant to IRS requirements. An employee electing this option must do so within 60 days after the employee elects to return to his former location under this Agreement. Appraisals will be handled in accordance with the provisions of paragraph 7 of this Agreement.
3. Unexpired Lease. If the employee holds an unexpired lease of a dwelling occupied as the employee's home, the Company shall protect such employee from the cost of securing cancellation of the lease upon proper documentation of such cost. The lease cancellation assistance will not exceed an amount equivalent to two months' rent. The assistance covers lease cancellation only, not reimbursement for monthly rent after the later of, giving proper notice to the property manager or landlord, or vacating the premises.
4. Mobile Homes. Mobile homes are not covered by this agreement, except as set forth in this paragraph. To be eligible under this paragraph, the mobile home must be parked on rented or leased space or situated on land owned by the employee. A modular home not affixed to a permanent foundation also is eligible under this paragraph. An employee electing to return to his former location who owns an eligible mobile or modular home and occupies it as his residence at his current location will be allowed the 15% set forth in paragraph 2, which value is determined using NADA Mobile Home Manufacturer Appraisal Guide. In lieu of the 15% lump sum, an employee may make arrangements to relocate his home to his former location through a commercial mobile home mover and request reimbursement from the Company for the following moving costs, if properly documented: packing and unpacking, tear down, shipping, set up, pilot cars, permits, electrical and plumbing hookups in a mobile home court, tire repair or change en route, installation and removal of hitch, replacement of existing skirting or labor to install new skirting, and movement of household goods. An employee electing to receive benefits under this paragraph must do so within 60 days after the employee elects to return to his former location under this Agreement.
5. Relocation Repayment. Agreement and Bona Fide Move. In order to receive any benefits under this Agreement, the employee must sign a Relocation Repayment Agreement in the form attached as Exhibit B. In addition, the employee must make a "bona fide move" to the new location. A bona fide move includes, for an employee who is a homeowner, the sale of the home in the present work location and the purchase of a home in the new location or execution of a valid 12-month lease and establishment of legal residency in the new work location. For a renter, a bona fide move includes the cancellation of a lease in the current location and the purchase of a

home or execution of a valid 12-month lease and establishment legal residency in the new work location. This is a lease from a property management company (not an individual, family member or another BNSF employee).


6. Limit on Benefits. Benefits available under this Agreement will not be paid to more than one employee for the same residence.

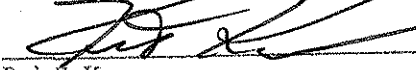
7. Appraisals and Inspections. Primacy will provide a list of approved independent appraisers in the employee's area from which the employee may select two appraisers and one alternate. Two independent Relocation Appraisals will be ordered by Primacy. The appraisals must be within a five-percent spread of the highest value, and if so, the average will become the fair market value. If the two appraisals are not within the five-percent spread, a third appraisal will be ordered and the average of the two closest appraisals will become the fair market value. Primacy will order and pay for the appraisal and bill the Company. The independent appraisers selected will make an objective estimate of the value of the home. The appraiser must not have any personal interest in the home or its sale. The estimate is based on a study of the real estate market, the condition of the property and other specific data, including regional, city and neighborhood information that may influence the property's value. In conjunction with the appraised value offer Primacy will be ordering all appropriate inspections for the area. The appraised value offer will be made subject to all inspections being clear.


8. Nonreferability. This Agreement is made without prejudice to the positions of the parties and is to be without any precedential effect as to any future agreements. It may not be cited or used in any way in any forum or proceeding of any kind except that it may be used in any action to enforce the terms of the agreement.

This Agreement is effective October 12, 2010.


Accepted for BNSF Railway Company:

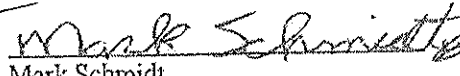

John J. Fleps
Vice President Labor Relations


Rob S. Karov
Asst. Vice President Labor Relations

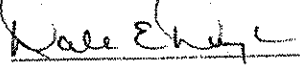

Ollie D. Wick
General Director Labor Relations

Accepted for BRC/IAM/IBEW:


Dell Babcock
International Representative, IAMAW


Mark Schmidt
General Chairman, IAMAW


Jeff Doerr
General Chairman, IAMAW


Dale Doyle
General Chairman, IBEW



Attachment A – Rapid Responder Agreement

Loss on Sale Claim Form

Name: _____ Date: _____

Property Address: _____

Contract sales price of home
(Line 101 on HUD1) A. _____
Attach fully executed settlement
Statement (HUD1) from purchase of home

Capital Improvements (if applicable) B. _____

Sales price of home C. _____
Attach copy of Primacy contract of sale
Or settlement statement

Loss is reimbursed 100% with a maximum payment of \$50,000.

This payment is to be included in the "Wages, tips and other compensation" block on your W-2 for the year in which paid and will be grossed up for Federal, State Income Taxes and Medicare. Railroad Retirement taxes will be withheld based on the gross amount of the payment.

Payment will not be made until all necessary documents have been presented and executed.

Signature

New Home Address: _____

Mail to:

Primacy Relocation, LLC
5800 Granite Parkway, Suite 550
Plano, TX 75024



Attachment B – Rapid Responder Agreement
BNSF Railway Company

RELOCATION REPAYMENT AGREEMENT
For Rapid Responders

As our relocation provider, Primacy Relocation has been advised not to release any relocation funds to you until they have the Relocation Repayment Agreement on file. Please read it, sign it, and return it to your consultant so your relocation can begin as soon as possible.

I have accepted a transfer to _____, which is effective
(City and State)

(Month/Day/Year)

- At my origination location I am a homeowner.
- At my origination location I am a renter.

I acknowledge that a report of direct expenses incurred as a result of this relocation will be reported to the appropriate Federal and State tax agencies by BNSF and reflected on my earnings statements. I understand that I must declare such income for the tax year during which the expenses are incurred.

I further agree and acknowledge that, should I: (1) fail for any reason under my control to begin the assignment on the designated date above; (2) be discharged prior to 12 months from the date of transfer for misconduct including but not limited to unlawful or criminal conduct, falsification of records, physical violence, destruction of company property, or discrimination or harassment in violation of BNSF policy; (3) voluntarily terminate my employment with BNSF prior to 12 months from the date of transfer; or (4) voluntarily exercise seniority to change positions prior to 12 months from the date of transfer of my effective date of transfer, I will repay on-demand, the relocation dollars reimbursed and/or advanced, including all expenses that were directly billed by third party suppliers and tax liability paid, to me or on my behalf. Relocation expenses include all expenses and losses incurred by BNSF related to my relocation and include any loss on sale of home. The repayment will be calculated according to the following schedule:

Time from effective date of transfer	Repayment Obligation
1st - 2nd Month	100%
3rd - 4th Month	80%
5th - 6th Month	60%
7th - 8th Month	40%
9th - 12th Month	20%

I hereby authorize BNSF to withhold the maximum amount permitted by law, from payment of any and all monies due me in the nature of wages, vacation pay, commissions, bonus (incentive compensation), reimbursable business expenses or any other compensation due me, and to use all other available means to satisfy this obligation. I agree that if the foregoing withholding is insufficient to liquidate this obligation, then the balance shall become immediately due and payable without notice or demand. I also agree that I will be responsible to pay any legal expenses associated with the collection of this debt.

(Name – Please Print)

(Employee ID)

(Signature)

(Date)

Please complete and return for processing to:

Primacy Relocation, LLC
5800 Granite Parkway, Ste. 550
Plano, TX 75024
Fax 972-963-5190



Ollie D. Wick
General Director
Labor Relations

BNSF Railway Company
P.O. Box 961030
Fort Worth, TX 76161-0030
2600 Lou Menk Drive
Fort Worth, TX 76131-2830
Phone: (817) 352-1056
Fax: 817/352-7482

November 15, 2010

Mr. Dale E. Doyle
General Chairman, IBEW
1310 Vermillion Street
Hastings, NE. 69301

Dear Mr. Doyle:

This will serve to confirm our recent discussion relative to the October 12, 2010 Memorandum of Agreement between the BNSF Railway Company and the Brotherhood of Railway Carmen (BRC/TCU), the International Association of Machinist (IAM) and this Organization providing for the establishment and staffing of Rapid Responder positions at specific locations on the former Burlington Northern property.

Upon execution of the October 12, 2010 Agreement by the parties, information was obtained that IBEW represented Electrician S. E. Otten Fox, who is identified in the Memorandum of Agreement as an incumbent to a Rapid Responder position at Gillette and Wright, Wyoming voluntarily relinquished seniority rights on the Alliance District and vacated the assigned position on October 3, 2010 and on October 4, 2010, Electrician T. C. Day was assigned by the Carrier to fill the position.

The parties agreed that Electrician Day, as an incumbent to the Wright position, would be afforded the options set forth in Paragraph II, C of the October 12, 2010 Memorandum of Agreement; however, due to Electrician Day's tenure on the position, if Electrician Day is unable to hold the Wright position, the parties will attempt to mutually resolve any issue resulting there from.

It is mutually understood and agreed that this Agreement and its application is made without prejudice to either party's contentions concerning the application of the agreement rules and that this proposal, or its application of acceptance thereof, will not be referred to as a precedent by either party under any circumstances, except only in the enforcement of this agreement.

Sincerely,

Ollie Wick

ACCEPTED:

General Chairman, IBEW