

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, 2021

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

(State or other jurisdiction of
incorporation or organization)

13-2626465

(I.R.S. Employer
Identification No.)

1400 Douglas Street, Omaha, Nebraska

(Address of principal executive offices)

68179

(Zip Code)

(402) 544-5000

(Registrant's telephone number, including area code)

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

<u>Title of each Class</u>	<u>Trading Symbol</u>	<u>Name of each exchange on which registered</u>
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	<input checked="" type="checkbox"/>	Accelerated Filer	<input type="checkbox"/>	Non-Accelerated Filer	<input type="checkbox"/>
Smaller Reporting Company	<input type="checkbox"/>	Emerging Growth Company	<input type="checkbox"/>		
- 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 accounting firm that prepared or issued its audit report.
- 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, 2021, the aggregate market value of the registrant's Common Stock held by non-affiliates (using the New York Stock Exchange closing price) was \$142.0 billion.

The number of shares outstanding of the registrant's Common Stock as of January 28, 2022, was 636,898,957.

Documents Incorporated by Reference – Portions of the registrant's definitive Proxy Statement for the Annual Meeting of Shareholders to be held on May 12, 2022, 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.

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Fellow Shareholders:

Union Pacific demonstrated again in 2021 that our team is “best in class” as we navigated challenges from the pandemic and numerous operational disruptions. The pandemic continued to impact our daily lives and disrupt supply chains in significant ways. Despite these wide-ranging impacts, the Union Pacific team achieved record financial results. In 2021, we are reporting earnings per share of \$9.95, which is a 26% increase versus 2020. Total volumes increased 4% versus 2020, as our economy continued to recover from the pandemic impacts. Operating ratio was a record 57.2%, 270 basis points better than 2020’s 59.9% demonstrating continued focus on efficient operations. 2020 results were negatively impacted by a one-time \$278 million non-cash impairment charge that reduced earnings per share by \$0.31 and increased operating ratio by 140 basis points.

Safety is foundational to everything we do at Union Pacific. 2021 safety results did not meet our expectations. In 2022, we are continuing to engage external experts to help us get back on track to world class industrial safety performance. We are implementing more effective ways to coach, train, and root-cause analyze, all while building a stronger, deeper safety culture. Nothing is more important than making sure every employee returns home safely.

During 2021, we rolled out a new strategic plan we call, “**Serve, Grow, Win, Together.**” The essence of our strategy is unchanged; however, as our culture evolves, it’s imperative that we have a strategic plan that clearly defines our path to long-term sustainable growth.

Everything we do starts with **Serve** and the transportation products we provide our customers. Precision Scheduled Railroading (PSR) is the foundation for delivering customer-centered operational excellence and creating a more resilient and agile service product. In 2021, weather, wildfires, supply chain disruptions, and pandemic impacts to crew availability all impeded our ability to further improve our service product. Freight car velocity was down 8% versus 2020, lowering Trip Plan Compliance for both Intermodal and Manifest/Autos 8 points. Beyond reliable service, our customers want “greener” transportation options. Every carload of freight we take off the highway saves fuel, lowers emissions, and reduces highway congestion. We took steps toward our long-term emission reduction goals by achieving a best-ever fuel consumption rate, improving 1% versus 2020, helping our customers eliminate roughly 23 million metric tons of greenhouse gas emissions by choosing rail versus truck.

To support our service product, we continue to make significant investments in our infrastructure. In 2021, we invested approximately \$3.0 billion, completing 15 siding extensions, opening pop-up intermodal terminals in the Twin Cities, MN, and West Colton, CA, modernizing 100 locomotives, and hardening our infrastructure. We also invested in energy management systems to reduce fuel consumption and the resulting carbon emissions.

These investments also underpin the next tenet of our strategy – **Grow**. We believe we have the best rail franchise in North America. By providing a quality service product, along with the lowest cost structure in the industry, we are well positioned to handle more business for new and existing customers. We see many opportunities to grow, whether by providing more services for our customers or by expanding our reach through new transload facilities or pop-up intermodal terminals. Improving the customer experience is critical and technology plays a key role. Our industry leading practices provide our customers with application programming interfaces (API), with over 50 services launched, we are integrating deeper into our customers’ systems and supply chains. And our team is winning in the marketplace! We welcomed new customers in 2021, are onboarding more in 2022, and already setting the stage for a great 2023 with a significant domestic intermodal win.

Successful execution of our plans to “Serve” and “Grow” leads to **Win**. For our shareholders, winning means generating best-in-industry cash returns. In 2021, we paid dividends of \$2.8 billion, which included two 10% dividend increases during the year. In addition, we repurchased 33 million Union Pacific shares, decreasing our full-year average share count 3%. Combining dividends and share repurchases, Union Pacific returned \$10.1 billion to our shareholders in 2021.

Our definition of “winning” extends to all UP’s stakeholders, which is the final piece of our strategy – **Together**. Our comprehensive approach to Environmental Social Governance (ESG) issues, “Building a Sustainable Future 2030”, is designed to address the evolving needs of our stakeholders. In 2021, we took major steps on our ESG journey, beginning with the July release of our 2018, 2019, and 2020 EEO-1 reports, providing increased transparency to our workforce demographics. And we continue to report quarterly progress towards our long-term diversity representation goals. Further, in December, we released our initial Climate Action Plan, laying out our plan to achieve our 2030 carbon emission reduction goals, approved in February by the Science Based Targets initiative (SBTi), and our commitment to Net Zero by 2050, the only U.S. rail to do so.

Every year can bring real challenges to our “outdoor factory”, although the last two years were unique. In response, the resiliency of the Union Pacific team has been on full display, and our employees have positioned our Company for even greater success in 2022. As we prepare to celebrate our 160th anniversary in 2022, we are focused on customer-centered operational excellence, growing with our customers, and winning together with all our stakeholders. The future is very bright for Union Pacific.



Chairman, President, and Chief Executive Officer

DIRECTORS AND SENIOR MANAGEMENT

BOARD OF DIRECTORS

Andrew H. Card, Jr.
Former White House
Chief of Staff
Board Committees: Compensation and Benefits, Corporate Governance and Nominating

William J. DeLaney
Former Chief Executive Officer
Sysco Corporation
Board Committees: Audit, Compensation and Benefits (Chair)

David B. Dillon
Former Chairman and CEO
The Kroger Company
Board Committees: Audit (Chair), Compensation and Benefits

Sheri H. Edison
Former Executive Vice President and
General Counsel Amcor plc
Board Committees: Pending Assignment

Lance M. Fritz
Chairman, President, and
Chief Executive Officer
Union Pacific Corporation and
Union Pacific Railroad Company

Deborah C. Hopkins
Former Chief Executive Officer
Citi Ventures and Former
Chief Innovation Officer Citi
Board Committees: Audit, Finance

Jane H. Lute
Strategic Advisor
SICPA, North America
Board Committees: Audit, Corporate Governance and Nominating

Michael R. McCarthy
Chairman – McCarthy Group, LLC
Co-Chairman – Bridges Trust Company
Lead Independent Director
Board Committees: Corporate Governance and Nominating (Chair), Finance

Thomas F. McLarty III
Chairman
McLarty Associates
Board Committees: Finance (Chair), Corporate Governance and Nominating

Jose H. Villarreal
Retired Advisor
Akin, Gump, Strauss, Hauer, &
Feld, LLP
Board Committees: Compensation and Benefits, Corporate Governance and Nominating

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

SENIOR MANAGEMENT*

Lance M. Fritz
Chairman, President, and
Chief Executive Officer

Prentiss W. Bolin, Jr.
Vice President – External Relations

Bryan L. Clark
Vice President – Tax

Eric J. Gehringer
Executive Vice President – Operations

Jennifer L. Hamann
Executive Vice President
and Chief Financial Officer

Rahul Jalali
Senior Vice President – Information
Technologies and Chief Information
Officer

Michael V. Miller
Vice President and Treasurer

Scott D. Moore
Senior Vice President – Corporate
Relations and
Chief Administrative Officer

Clark J. Ponthier
Senior Vice President – Supply Chain
and Continuous Improvement

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

Kenny G. Rocker
Executive Vice President – Marketing
and Sales

Todd M. Rynaski
Vice President and Controller

Elizabeth F. Whited
Executive Vice President –
Sustainability and Strategy

*Senior management are elected officers of both Union Pacific Corporation and Union Pacific Railroad Company, except Messrs. Gehringer, Ponthier, and Rocker are elected officers for Union Pacific Railroad Company.

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 "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

The Company's growth strategy focuses on growing customer value through innovative supply chain solutions and aspiring to Serve, Grow, Win – Together.

Serve: Driving operational excellence to create a safer, more reliable and efficient service product. Precision scheduled railroading (PSR) is the foundation for delivering customer-centered operational excellence by:

1. Shifting the focus of operations from moving trains to moving cars.
2. Minimizing car dwell, car classification events, and locomotive power requirements.
3. Utilizing general-purpose trains by blending existing train service.
4. Balancing train movements to improve the utilization of crews and rail assets.

We aim to move cars faster and reduce the number of times each car is touched, resulting in terminal consolidation opportunities, improved asset utilization, and fewer car classifications, which in turn leads to products getting to the market quicker and more reliably. The result is a better customer experience, which enables us to grow our market share.

Grow: By harnessing the potential of the best rail franchise in the industry, we expect to generate growth in three ways – increasing profitable carloads that fit our network and transportation plan; providing more products and services to create value for our customers; and increasing the geographic reach of our franchise through innovative supply chain solutions.

Win: Driving strong financial performance resulting in significant shareholder returns. Execution of our plans to both serve and grow, leads to higher revenues with improved margins and greater cash generation, creating long term enterprise value.

Together: Engaging our four stakeholder groups – Communities, Customers, Employees, and Shareholders. Our comprehensive approach to Environmental Social Governance (ESG) issues, "Building a Sustainable Future 2030," is designed to address the evolving needs of our stakeholders and is built on four areas of concentration – Investing in our Workforce, Driving Sustainable Solutions, Championing Environmental Stewardship, and Strengthening our Communities – to align with our stakeholder groups.

We believe that operational excellence and an engaged workforce with deep market knowledge and strong customer relationships will support best-in-class safety, a customer experience that drives growth, and shareholder returns.

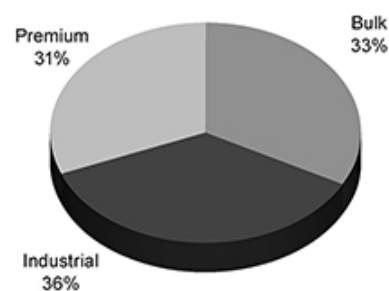
As we work to transform our railroad into the safest, most reliable, and most efficient in North America, our values will continue guiding us. Our passion for performance will help us win; our high ethical standards will lead us to win in a way that supports all of our stakeholders; and our teamwork will make sure we win together.

OPERATIONS

The Railroad, along with its subsidiaries and rail affiliates, is our one reportable operating segment. Although we provide revenue by commodity group, we analyze the net 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 (which include information regarding revenues, statements of income, and total assets).

Operations – UPRR is a Class I railroad operating in the U.S. We have 32,452 route miles, connecting Pacific Coast and Gulf Coast ports with the Midwest and eastern U.S. gateways and providing several corridors to key Mexican 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 and Pacific Coast ports and across the Mexican and Canadian borders. In 2021, we generated freight revenues totaling \$20.2 billion from the following three commodity groups:

2021 Freight Revenues



Bulk – The Company's Bulk shipments consist of grain and grain products, fertilizer, food and refrigerated, and coal and renewables. In 2021, 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, and ethanol 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 2021. 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 2021, 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 38 vehicle distribution centers. The Railroad's extensive franchise serves five 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; and market prices for agricultural products.

Proud & Engaged Workforce – Safety is a top priority at Union Pacific. We continue to improve technology, enhance processes, and foster a culture focused on operating safely, remaining focused on identifying and managing risks, and training our employees. Our success is measured by our personal injury rate (the number of reportable injuries for every 200,000 employee-hours worked), and our equipment incident rate (the number of reportable equipment incidents per million train miles). We provide both measures to the Federal Railroad Administration (FRA). Personal injuries are defined as on duty incidents or occupational illnesses that require employees to lose time away from work, modify their normal duties, or receive certain types of medical treatment. Equipment incidents are defined as any occurrence that causes damage to assets above the monetary reporting threshold regardless of ownership (\$11,200 for 2021 and \$11,300 for 2022).

Our goal is to have every employee return home safely every day. Our 2021 personal injury rate of 0.98 and equipment incident rate of 3.80 did not meet expectations and illustrates that we have work to do to achieve an incident-free environment. Our 2021 personal injury rate increased 9% and our equipment incident rate increased 7% versus 2020. (See further discussion in Management's Discussion and Analysis of Financial Condition and Results of Operations, Item 7, of this report.)

We recruit and develop talented individuals dedicated to our mission of service and who are passionate about performing to the best of their abilities while working as one team. We value people from all backgrounds and walks of life, and we empower employees to launch and grow their career within the Company. As of December 31, 2021, the Company employed 32,124 employees.

We believe a diverse workforce provides access to the skills and character we need to foster innovative ideas and drive optimal business growth. Drawing on different experiences and expertise is critical for strategic decision-making, problem-solving, leadership development, and creativity.

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, and differences are valued. To that end, Union Pacific established a goal to reach 40% people of color and 11% female representation in our workforce by 2030. As of December 31, 2021, workforce representation of people of color and females was approximately 31.3% and 5.3%, respectively.

Providing employees with meaningful work and fulfilling careers is important to us. We offer competitive compensation to our employees. We believe employees are more productive when their financial success is aligned with the Company's success. In May 2021, our shareholders approved our employee stock purchase plan (ESPP), allowing participants to receive a 40% Company match of up to 5% of their base compensation (limited to \$15,000 annually) to purchase shares in the Company stock. 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, 2021, was \$81,179 (excluding the CEO).

Labor Agreements – Approximately 84% of our full-time employees are represented by 13 major rail unions. Pursuant to the Railway Labor Act (RLA), 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 procedures include mediation, potential arbitration, cooling-off periods, and the possibility of Presidential Emergency Boards and Congressional intervention. The current round of negotiations began on January 1, 2020, related to years 2020-2024, and all collective bargaining groups are currently in the mediation phase. Contract negotiations historically continue for an extended period of time, and work stoppages during negotiations are rare (see "*Strikes or Work Stoppages Could Adversely Affect Our Operations*" in the Risk Factors in Item 1A of this report).

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 Agency 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. For example, we released critical patches to address the vulnerability in Log4J, a component widely used in our applications and found in commercial software. To date, we have not experienced any material disruption of our operations due to a cyber threat or attack 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 Department of Homeland Security (DHS), along with its Cybersecurity & Infrastructure Security Agency (CISA) and Transportation Security Administration (TSA); as well as local police departments, fire departments, and other first responders. In connection with new guidance from the TSA, effective January 1, 2022, we are required to report cyber incidents to CISA, perform a cyber vulnerability self-assessment and submit results to the TSA (by March 31, 2022), assemble and adopt a cyber incident response plan (by June 29, 2022), and appoint cybersecurity coordinators. 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 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. According to the Association of American Railroads (AAR), moving freight by rail instead of truck reduces greenhouse gas (GHG) emissions by up to 75%. Building on rail's relative emissions benefits over other modes of transportation, we are taking additional actions to reduce our emissions. These actions are described in our initial Climate Action Plan, which we released in December 2021.

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, commodity exemptions, and expanding and easing procedures for smaller rate complaints. The STB also continues to explore changes to the methodology for determining railroad revenue adequacy and the possible uses of revenue adequacy in regulating railroad rates. 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. 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; work-force 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, 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 may also compound the impact of weather and weather-related events on our operations and velocity. Although we continue 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 with adequate resources, 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 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, or 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 prevent or limit the effects of cyber incidents or attacks will be sufficient to prevent or detect such incidents or attacks, or to avoid a material adverse impact on our systems after such incidents or attacks 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 preventative measures to prevent a security breach, including by ransomware, human error, or other cyber-attack methods, from materially disrupting our systems or the systems of third-parties. A successful cyber-attack may result 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; and misuse or corruption of critical data and proprietary information, which could all 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 the services we offer. 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. Line outages and other interruptions caused by these conditions can adversely affect our entire rail network, potentially negatively affecting revenue, 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 Revenue 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 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) and a “Phase One” trade agreement with China; (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 high horsepower 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.

Human Capital 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 could result in, 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 the availability of qualified personnel for us, our customers, and throughout the supply chain, including the effects on availability from pandemic illnesses or restrictions (including, for example, any potential effects from the coronavirus vaccine mandates), could negatively affect our ability to meet demand for rail service. Unpredictable increases in demand for rail services and a lack of network fluidity may exacerbate such 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, 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.

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. Liabilities for these obligations affect our estimate 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 for all three of our commodity groups (excluding most coal shipments). 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: (i) 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, (ii) legislation that eliminates or significantly increases the size or weight limitations applied to motor carriers, or (iii) 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, could have a material adverse effect on our results of operations, financial condition, and liquidity. 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 related to climate change and the alleged impact of our operations on climate change. Violent weather caused by climate change, including earthquakes, hurricanes, fires, floods, extreme temperatures, avalanches, and significant precipitation could 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 unforeseen 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. While we work to implement our Climate Action Plan, our efforts to achieve emission reduction targets could significantly increase our operational costs and capital expenditures.

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 – Our business, financial condition, and results of operations have been adversely affected by COVID. COVID has caused, and is expected to continue to 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. Other future pandemics or public health crises may cause these same or similar consequences. Because the severity, magnitude, and duration of the COVID pandemic and its economic consequences are rapidly changing, and difficult to predict, the impact on our business and financial condition remains uncertain. The ultimate impact of the COVID pandemic on our results of operations and financial condition remains uncertain and depends on numerous evolving factors, which we may not be able to effectively respond to and are not entirely within our control. These factors also may be of importance for other pandemics or public health crises, 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 economic 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 revenue 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 price 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 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 the credit markets, 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 or, at certain credit levels below investment grade, may prohibit 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 economic conditions or disruptions of financial and credit markets, including 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.

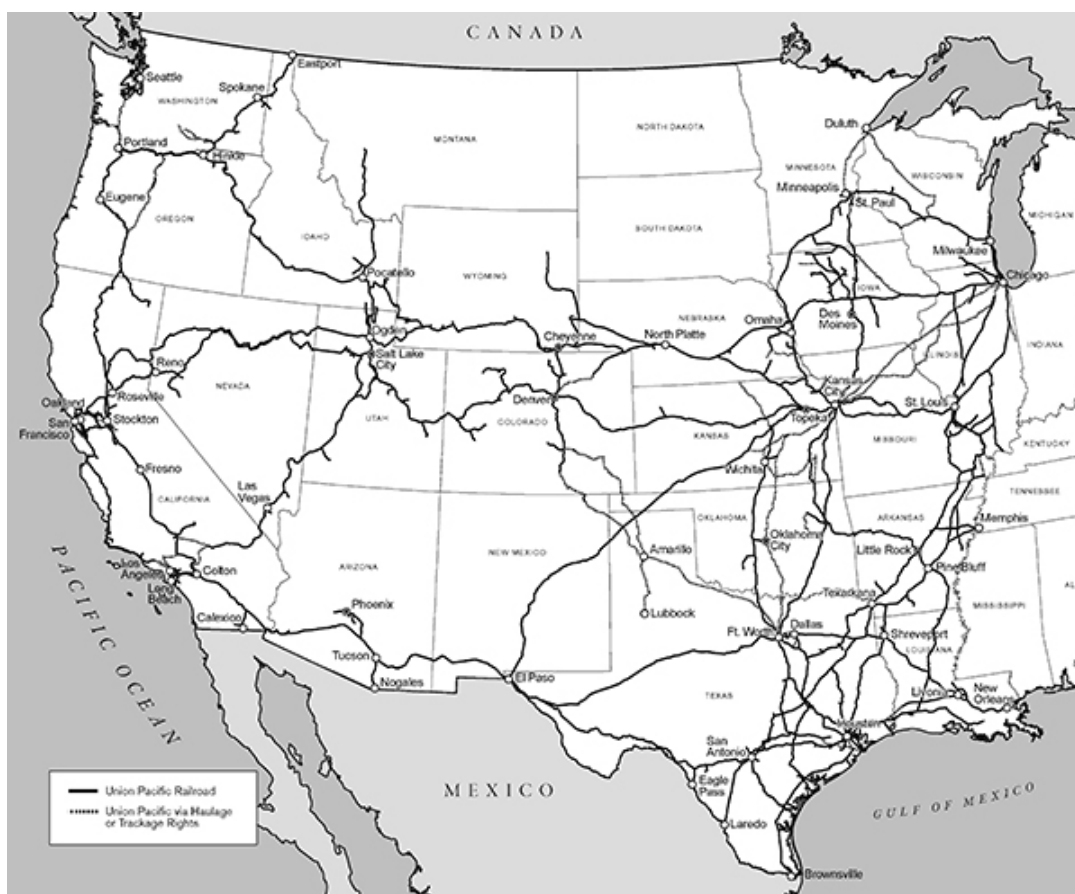
We May Be Affected by Acts of Terrorism, War, or Risk of War – Our rail lines, facilities, and equipment, including rail cars carrying hazardous materials, could be direct targets or indirect casualties of terrorist attacks. Terrorist attacks, or other similar events, any government response thereto, 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.

Item 1B. Unresolved Staff Comments

None.

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 32,452 route miles. We own 26,124 miles and operate on the remainder pursuant to trackage rights or leases. The following table describes track miles at December 31, 2021 and 2020:

	2021	2020
Route	32,452	32,313
Other main line	7,093	7,097
Passing lines and turnouts	3,412	3,382
Switching and classification yard lines	8,887	9,001
Total miles	51,844	51,793

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. More than 500 employees currently 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:

<i>Major Classification Yards</i>	<i>Major Intermodal Terminals</i>
North Platte, Nebraska	Joliet (Global 4), Illinois
North Little Rock, Arkansas	Global II (Chicago), Illinois
Englewood (Houston), Texas	East Los Angeles, California
Livonia, Louisiana	Lathrop, California
West Colton, California	LATC (Los Angeles), California
Fort Worth, Texas	Mesquite, Texas
Houston, Texas	City of Industry, California
Roseville, California	ICTF (Los Angeles), 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, 2021, we owned or leased the following units of equipment:

<i>Locomotives</i>	<i>Owned</i>	<i>Leased</i>	<i>Total</i>	<i>Average Age (yrs.)</i>
Multiple purpose	6,204	1,038	7,242	22.5
Switching	158	-	158	41.4
Other	15	61	76	41.3
Total locomotives	6,377	1,099	7,476	N/A

<i>Freight cars</i>	<i>Owned</i>	<i>Leased</i>	<i>Total</i>	<i>Average Age (yrs.)</i>
Covered hoppers	12,992	7,996	20,988	22.4
Open hoppers	5,108	817	5,925	34.8
Gondolas	5,468	2,671	8,139	28.8
Boxcars	2,210	6,604	8,814	40.6
Refrigerated cars	1,974	2,081	4,055	22.6
Flat cars	2,260	1,139	3,399	32.3
Other	-	263	263	33.2
Total freight cars	30,012	21,571	51,583	N/A

<i>Highway revenue equipment</i>	<i>Owned</i>	<i>Leased</i>	<i>Total</i>	<i>Average Age (yrs.)</i>
Containers	48,962	1,856	50,818	10.5
Chassis	29,875	14,148	44,023	12.6
Total highway revenue equipment	78,837	16,004	94,841	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 surge fleet 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, 2021, were 62% and 80%, 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 outlined in our Climate Action Plan. Additionally, we add new equipment to our fleet to replace older equipment and to support growth and customer demand.

2021 Capital Program – During 2021, our capital program totaled approximately \$3.0 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.)

2022 Capital Plan – In 2022, we expect our capital plan to be approximately \$3.3 billion, up 10% from 2021. (See further discussion of our 2022 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 – Equipment with a carrying value of approximately \$1.2 billion and \$1.3 billion at December 31, 2021 and 2020, respectively, served as collateral for finance leases and other types of equipment obligations in accordance with the secured financing arrangements utilized to acquire or refinance such railroad equipment.

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 111 lawsuits have been filed 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).

On February 19, 2021, the court denied our motion to exclude plaintiffs' alleged evidence of conspiracy under a federal statute designed to incent and protect railroad communications made to further interline service (i.e., where two railroads are in the route). In August 2021, the D.C. Circuit agreed to hear Defendants' appeal. Oral argument is scheduled for March 7, 2022. The appeal will address whether the interline evidence the plaintiffs intend to utilize to prove the alleged conspiracy is admissible either for purposes of summary judgment or at trial.

We also filed a motion for summary judgment on May 14, 2021, in the MDL I proceedings, and the briefing was completed in September 2021. On October 20, 2021, Judge Friedman issued an order stating that he will not consider the motions for summary judgment until after the D.C. Circuit appeal mentioned above is decided.

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). Just as it did in the MDL proceedings, Union Pacific filed a motion for summary judgment on May 14, 2021, and the briefing was completed in September 2021. As stated above, the court issued an order that will not consider the motions for summary judgment until after the D.C. Circuit appeal mentioned above is decided.

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 which the officer was selected. The following table sets forth certain information current as of February 4, 2022, relating to the executive officers.

<u>Name</u>	<u>Position</u>	<u>Age</u>	<u>Business Experience During Past Five Years</u>
Lance M. Fritz	Chairman, President, and Chief Executive Officer of UPC and the Railroad	59	Current Position
Jennifer L. Hamann	Executive Vice President and Chief Financial Officer of UPC and the Railroad	54	[1]
Craig V. Richardson	Executive Vice President, Chief Legal Officer, and Corporate Secretary of UPC and the Railroad	60	[2]
Kenny G. Rocker	Executive Vice President – Marketing and Sales of the Railroad	50	[3]
Todd M. Rynaski	Vice President and Controller of UPC and the Railroad	51	Current Position
Eric J. Gehringer	Executive Vice President – Operations of the Railroad	42	[4]
Elizabeth F. Whited	Executive Vice President – Sustainability and Strategy of UPC and the Railroad	56	[5]

[1] 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), Vice President – Planning & Analysis (October 2017 – March 2019), and Vice President & General Manager – Marketing and Sales – Autos team (February 2016 – September 2017).

[2] 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 Vice President – Commercial and Regulatory Law since 2015.

[3] Mr. Rocker was elected Executive Vice President – Marketing and Sales of the Railroad effective August 15, 2018. Mr. Rocker previously served at the Railroad as Vice President – Marketing and Sales – Industrial team (October 2016 – August 2018).

[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), Vice President – Engineering (March 2018 – January 2020), and Assistant Vice President – Engineering (September 2016 – March 2018).

[5] Ms. Whited was elected Executive Vice President – Sustainability and Strategy of UPC and the Railroad effective February 3, 2022. She previously served as Executive Vice President and Chief Human Resources Officer (August 2018 – February 2022) and Executive Vice President and Chief Marketing Officer (December 2016 – August 2018).

PART II

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

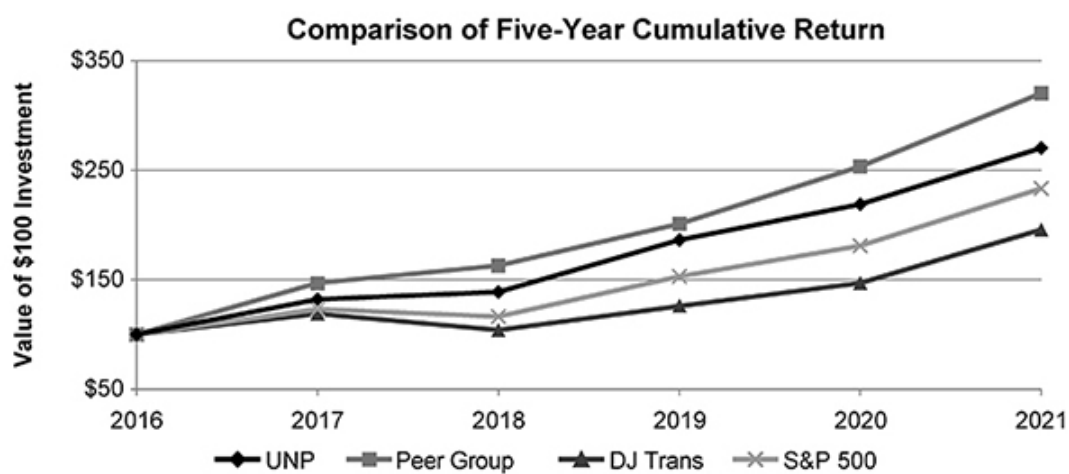
Our common stock is traded on the New York Stock Exchange (NYSE) under the symbol "UNP".

At January 28, 2022, there were 636,898,957 shares of common stock outstanding and 29,397 common shareholders of record. On that date, the closing price of the common stock on the NYSE was \$245.93. We paid dividends to our common shareholders during each of the past 122 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).

<i>Period</i>	<i>UNP</i>	<i>Peer Group</i>	<i>DJ Trans</i>	<i>S&P 500</i>
1 Year (2021)	23.3%	26.4%	33.2%	28.7%
3 Year (2019 - 2021)	94.0	98.7	87.6	100.3

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, 2016, 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 2021, we repurchased 33,760,492 shares of our common stock at an average price of \$218.36. The following table presents common stock repurchases during each month for the fourth quarter of 2021:

<i>Period</i>	<i>Total Number of Shares Purchased [a]</i>	<i>Average Price Paid Per Share</i>	<i>Total Number of Shares Purchased as Part of a Publicly Announced Plan or Program</i>	<i>Maximum Number of Shares Remaining Under the Plan or Program [b]</i>
Oct. 1 through Oct. 31	2,418,989	\$ 220.04	2,344,253	81,178,648
Nov. 1 through Nov. 30	1,479,605	240.95	1,432,039	79,746,609
Dec. 1 through Dec. 31	2,064,394	245.00	2,061,259	77,685,350
Total	5,962,988	\$ 233.87	5,837,551	N/A

[a] Total number of shares purchased during the quarter includes approximately 125,437 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, 2019, our Board of Directors authorized the repurchase of up to 150 million shares of our common stock by March 31, 2022, 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 2021 and 2020 items and year-to-year comparisons between 2021 and 2020. Discussions of 2019 items and year-to-year comparisons between 2020 and 2019 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, 2020.

The Railroad, along with its subsidiaries and rail affiliates, is our one reportable business segment. Although revenue is analyzed by commodity, we analyze the net financial results of the Railroad as one segment due to the integrated nature of the rail network.

EXECUTIVE SUMMARY

2021 Results

- **Coronavirus Pandemic** – Our results during 2021 continued to be impacted by the effects of COVID. Most notably were supply chain issues in the automotive industry due to semiconductor chip shortages and congestion in several parts of the intermodal supply chain. The impact of the semiconductor chip shortage is masked in our year-over-year financial comparison for 2021 and 2020 as the second quarter of 2020 saw a temporary suspension of automotive production due to the pandemic. Excluding the second quarter, automotive shipments were down 14% year-over-year. The pandemic also upended the intermodal supply chain as demand for consumer goods remained high. The elevated demand adversely affected the ports, chassis availability, truck driver supply, and warehouse receiving capacity. These disruptions limited our revenue growth by slowing asset turns and increasing costs through lower freight car velocity and multiple container handlings that impeded our operating efficiency. Rail carloadings also were impacted as adjustments made to compensate for constrained inland drayage and warehouse capacity shifted traffic patterns, driving declines in international intermodal shipments. Demand in other markets increased as the economy recovered.

On October 11, 2021, the Company announced that it is complying with the Presidential Executive Order 14042 (EO) that mandates employees of federal contractors and subcontractors be fully vaccinated against COVID, unless employees are legally entitled to an accommodation. A federal district court issued a nationwide injunction against the vaccine mandate in the EO. The company is complying with the injunction while continuing to encourage employees to get their vaccinations.

Full implementation and enforcement of the COVID vaccine mandate may affect workforce availability ranging from, among other things, absences to obtain vaccination, recovery from any side-effects, resignations from unwillingness to comply with the mandate, and/or organized work stoppages from any of our organized union labor workforce. After receiving communications from three of our unions objecting to the vaccination requirement, we filed lawsuits on October 15, 2021, to prevent any disruption to the national rail network. We seek to resolve any vaccination dispute through the various dispute resolution procedures outlined in the Railway Labor Act. These lawsuits have been stayed pending a final disposition of the enforceability of the EO by the court.

- **Safety** – The health and wellbeing of our employees was a focal point in 2021 as we navigated the continuously changing environment due to COVID. We have and are continuing to adapt to protect the safety of our employees, our customers, and the communities we serve. Safety procedures and policies continue to be refined based on Centers for Disease Control and Prevention (CDC) guidelines.

In this ever-changing environment, we remain intently focused on reducing risk and eliminating incidents for our employees, our customers, and the public. We continued to use Total Safety Culture, Courage to Care, COMMIT (Coaching, Observing, Mentoring, and Motivating with Integrity and Trust), and Peer to Peer throughout our operations to enhance employee safety and engagement. Throughout the year, we worked to implement a physics engine and proprietary software to evaluate train and route characteristics to enable proactive intervention to prevent derailments. Despite these efforts, our safety results deteriorated year-over-year. Our reportable personal injury incidents rate per 200,000 employee-hours of 0.98 increased 9% from 2020 and our reportable equipment incident rate per million train miles increased 7%. In the second half of 2021, we engaged a third-party expert to evaluate the effectiveness of our safety programs and received recommendations for improvement, which we will implement in 2022.

- **Network Operations** – We faced many operational challenges throughout 2021, including Winter Storm Uri, global supply chain disruptions, wildfires, bridge outages, mudslides, and hurricanes. These challenges required adjustments to our transportation plans and impacted overall fluidity of the network. As a result, many of our operating metrics deteriorated year-over-year. Freight car velocity decreased due to increased terminal dwell and higher operating car inventory levels, which drove lower trip plan compliance. To assist with improving network fluidity we are maintaining higher crew and locomotive resources in the short-term. Once the network is balanced and service is restored, we will adjust our resources to the current volume levels. Additional details on these metrics are discussed in Other Operating/Performance and Financial Statistics of this Item 7.
- **Freight Revenues** – Our freight revenues increased 11% year-over-year to \$20.2 billion driven by a 4% increase in volume, higher fuel surcharge revenue, core pricing gains, and positive mix of traffic (for example, a relative increase in industrial shipments, which have a higher average revenue per car (ARC)). Volume increased in every key market segment compared to 2020 due to the recovery from the depressed economy brought on by the COVID pandemic in 2020. While the markets rebounded from 2020, our 2021 volume levels were 4% below 2019 pre-pandemic levels.
- **Financial Results** – In 2021, we generated operating income of \$9.3 billion, 19% above 2020, as we recovered from the impacts of COVID. In addition, 2020 included a non-cash impairment charge of \$278 million related to our Brazos yard investment. Higher fuel prices, increased volume-related costs, inflation, and costs associated with Winter Storm Uri and the wildfires in California drove operating expenses up 7% from 2020. Revenue from the additional volume and traffic mix, higher fuel surcharge revenue, improved pricing, productivity initiatives, and intermodal accessorial charges more than offset the increased expenses, producing an all-time record 57.2% operating ratio, improving 2.7 points from 2020. Net income of \$6.5 billion translated into earnings of \$9.95 per diluted share, up 26% from 2020.
- **Fuel Prices** – Our average price of diesel fuel in 2021 was \$2.23 per gallon, an increase of 49% from 2020. The higher price resulted in higher operating expenses of \$668 million (excluding any impact from year-over-year volume increases). Gross ton-miles increased 6% driving higher fuel expense. Partially offsetting this increase was a 1% improvement to a record low fuel consumption rate, computed as gallons of fuel consumed divided by gross ton-miles.
- **Liquidity** – We are continually evaluating our financial condition and liquidity. On December 31, 2021, we had \$960 million of cash and cash equivalents. Despite the challenging year, we generated \$9.0 billion of cash from operating activities, yielding free cash flow of \$3.5 billion after reductions of \$2.7 billion for cash used in investing activities and \$2.8 billion in dividends. We repurchased \$7.3 billion of our shares. We have been, and we expect to continue to be, in compliance with our debt covenants. We have \$2.0 billion of credit available under our revolving credit facility and up to \$500 million undrawn on our Receivables Facility. As of December 31, 2021, none of the revolving credit facility was drawn. Additional details are discussed in Liquidity and Capital Resources of this Item 7.

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):

<i>Millions</i>	2021	2020	2019
Cash provided by operating activities	\$ 9,032	\$ 8,540	\$ 8,609
Cash used in investing activities	(2,709)	(2,676)	(3,435)
Dividends paid	(2,800)	(2,626)	(2,598)
Free cash flow	\$ 3,523	\$ 3,238	\$ 2,576

2022 Outlook

- **Safety** – Operating a safe railroad benefits all our constituents: our employees, customers, shareholders, and the communities we serve. We will continue using a multi-faceted approach to safety utilizing technology, risk assessments, training, employee engagement, quality control, and targeted capital investments. As mentioned previously, our initiatives will be informed by recommendations identified in the third-party assessment of the effectiveness of our safety program. Consistent with these recommendations, we will continually evaluate and adjust deployment of Total Safety Culture, Courage to Care, COMMIT, and Peer to Peer throughout our operations, which allows us to identify and implement best practices for employee and operational safety. In addition, our Operating Practices Command Center will continue the implementation of our predictive technology and reduce variability by identifying causes of mainline service interruptions and develop solutions, in addition to, assisting employees with understanding policies, procedures, and best practices for handling trains. We will continue our efforts to utilize data to identify and mitigate 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. We also are dedicated to maintaining a healthy workplace and continue monitoring the COVID case levels, modifying our policies as needed to protect employees and minimize the risk of workplace transmission.
- **Network Operations** – In 2022, we will continue transforming our railroad to increase reliability of our service product, reduce variability in network operations, and improve resource utilization. Further train length initiatives allow us to efficiently add incremental volume growth to our existing train network. We will continue to make capital investments to improve operational performance and efficiency. A more efficient network requires fewer locomotives, freight cars, and other resources.
- **Financial Expectations** – We expect volume to outpace industrial production in 2022 as the results of our business development efforts are bringing new customers to our railroad. In the current environment, we expect continued margin improvement driven by pricing in excess of inflation and ongoing efficiency initiatives, better leveraging our resources and improving our service product. We expect to generate strong cash flow from operating activities allowing us to continue our industry leading dividend payout ratio and strong share repurchase programs. Economic uncertainties remain in 2022 as COVID impacts linger and could have a material impact on our 2022 financial and operating results. Regardless of external factors, we will focus on efficiently managing operations; seeking new business opportunities; protecting our employees, customers, and communities; and providing excellent service to our customers.
- **Market Conditions** – While current forecasts for industrial production indicate continued economic growth, we expect uncertainties with COVID and the economy to continue in 2022. How governments and consumers react to the resurgence, mutation of the virus, and vaccine mandates could result in or contribute to customer disruptions, an elongated recovery period, constrained workforce availability, or a general economic downturn from current levels. Disruptions in our customers' supply chains caused by the pandemic or other factors may continue to impact our shipments. In addition, other factors such as changes in 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 price 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.
- **Fuel Prices** – Projections for crude oil and natural gas continue to fluctuate in the current environment. We again could see volatile fuel prices during the year, as they are sensitive to global and U.S. domestic demand, refining capacity, geopolitical events, weather conditions, and other factors. As prices fluctuate, there will be a timing impact on earnings, as our fuel surcharge programs trail increases or decreases in fuel price by approximately two months.

Significant changes in fuel prices could have an impact on consumer discretionary spending, impacting demand for various consumer products we transport. Alternatively, those changes could have an inverse impact on commodities such as coal, petroleum products, and domestic drilling-related shipments.
- **Capital Plan** – In 2022, we expect our capital plan to be approximately \$3.3 billion, up 10% from 2021 as we make investments to support our growth strategy. We will continue to harden our infrastructure, replace older assets, and improve the safety and resilience of the network. In addition, the plan includes targeted freight car acquisitions, investments in growth-related projects to drive more carloads to the network, certain ramps to efficiently handle volumes from new and existing intermodal customers, continuous 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. (See further discussion in this Item 7 under Liquidity and Capital Resources – Capital Plan.)

RESULTS OF OPERATIONS**Operating Revenues**

<i>Millions</i>	2021	2020	2019	% Change 2021 v 2020	% Change 2020 v 2019
Freight revenues	\$ 20,244	\$ 18,251	\$ 20,243	11%	(10)%
Other subsidiary revenues	741	743	880	-	(16)
Accessorial revenues	752	473	514	59	(8)
Other	67	66	71	2	(7)
Total	\$ 21,804	\$ 19,533	\$ 21,708	12%	(10)%

We generate freight revenues by transporting freight or other materials from our three commodity groups. Freight revenues vary with volume (carloads) and 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 revenue 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 revenue 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.

Our freight revenues increased 11% year-over-year to \$20.2 billion driven by a 4% increase in volume, higher fuel surcharge revenue, core pricing gains, and positive mix of traffic (for example, a relative increase in industrial shipments, which have a higher ARC). Volume increased in every key market segment compared to 2020 due to the recovery from the depressed economy brought on by the COVID pandemic in 2020. While the markets have rebounded from 2020, our 2021 volume levels are 4% below 2019 pre-pandemic levels.

Our fuel surcharge programs generated freight revenues of \$1.7 billion and \$1.0 billion in 2021 and 2020, respectively. Fuel surcharge revenue in 2021 increased \$0.7 billion as a result of a 49% increase in fuel price and a 4% increase in carloadings, partially offset by the lag impact on fuel surcharge (it can generally take up to two months for changing fuel prices to affect fuel surcharges recoveries).

In 2021, other subsidiary revenues were flat with 2020 as the semiconductor shortage negatively impacting 2021 automotive production offset the recovery from other COVID related declines in 2020. Accessorial revenue increased in 2021 compared to 2020 driven by increased intermodal accessorial charges tied to global supply chain disruptions. Other revenue was essentially flat year-over-year.

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

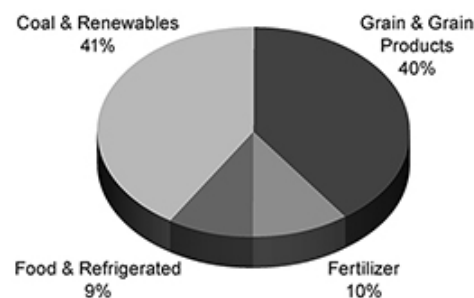
Freight Revenues				% Change	% Change
<i>Millions</i>	2021	2020	2019	2021 v 2020	2020 v 2019
Grain & grain products	\$ 3,181	\$ 2,829	\$ 2,776	12%	2 %
Fertilizer	697	660	653	6	1
Food & refrigerated	998	937	1,008	7	(7)
Coal & renewables	1,780	1,534	2,092	16	(27)
Bulk	6,656	5,960	6,529	12	(9)
Industrial chemicals & plastics	1,943	1,845	1,885	5	(2)
Metals & minerals	1,811	1,580	2,042	15	(23)
Forest products	1,357	1,160	1,160	17	-
Energy & specialized markets	2,212	2,037	2,385	9	(15)
Industrial	7,323	6,622	7,472	11	(11)
Automotive	1,761	1,680	2,123	5	(21)
Intermodal	4,504	3,989	4,119	13	(3)
Premium	6,265	5,669	6,242	11	(9)
Total	\$ 20,244	\$ 18,251	\$ 20,243	11%	(10)%

Revenue Carloads				% Change	% Change
<i>Thousands</i>	2021	2020	2019	2021 v 2020	2020 v 2019
Grain & grain products	805	745	708	8%	5%
Fertilizer	201	193	190	4	2
Food & refrigerated	189	185	192	2	(4)
Coal & renewables	819	797	997	3	(20)
Bulk	2,014	1,920	2,087	5	(8)
Industrial chemicals & plastics	606	587	611	3	(4)
Metals & minerals	697	646	744	8	(13)
Forest products	250	220	220	14	-
Energy & specialized markets	559	539	624	4	(14)
Industrial	2,112	1,992	2,199	6	(9)
Automotive	701	692	858	1	(19)
Intermodal [a]	3,211	3,149	3,202	2	(2)
Premium	3,912	3,841	4,060	2	(5)
Total	8,038	7,753	8,346	4%	(7)%

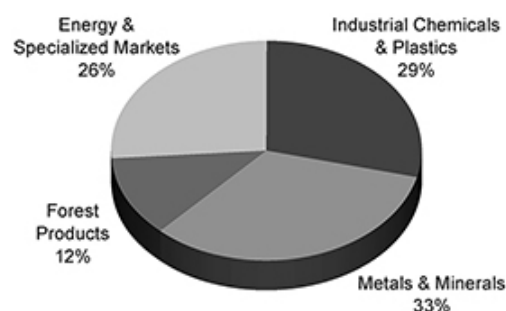
Average Revenue per Car				% Change	% Change
	2021	2020	2019	2021 v 2020	2020 v 2019
Grain & grain products	\$ 3,953	\$ 3,797	\$ 3,919	4%	(3)%
Fertilizer	3,470	3,427	3,448	1	(1)
Food & refrigerated	5,279	5,047	5,241	5	(4)
Coal & renewables	2,173	1,926	2,098	13	(8)
Bulk	3,305	3,104	3,128	6	(1)
Industrial chemicals & plastics	3,207	3,144	3,087	2	2
Metals & minerals	2,598	2,445	2,745	6	(11)
Forest products	5,424	5,269	5,264	3	-
Energy & specialized markets	3,956	3,780	3,821	5	(1)
Industrial	3,467	3,324	3,398	4	(2)
Automotive	2,511	2,427	2,474	3	(2)
Intermodal [a]	1,403	1,267	1,286	11	(1)
Premium	1,601	1,476	1,538	8	(4)
Average	\$ 2,519	\$ 2,354	\$ 2,425	7%	(3)%

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

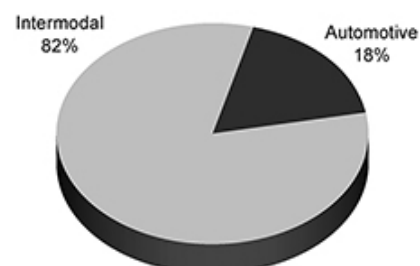
Bulk – Bulk includes shipments of grain and grain products, fertilizer, food and refrigerated goods, and coal and renewables. Freight revenues from bulk shipments increased in 2021 compared to 2020 due to a 5% volume increase, core pricing gains, higher fuel surcharge revenue, and positive business mix. Despite weather disruptions in the first quarter of 2021, volume increased with strong demand for grain in the first half of the year and coal in the second half, due to higher natural gas prices. In addition, strength in the export potash market and recovery from the COVID pandemic that negatively impacted production of imported beer, food products, and the demand for ethanol and related products in 2020 contributed to additional increases in volume.

2021 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 2021 versus 2020 due a 6% increase in volume, core pricing gains, higher fuel surcharge, and positive mix of traffic. Strength from the pandemic recovery overcame the first quarter 2021 losses caused by Winter Storm Uri disruptions in the Gulf Coast, which impacted the industrial chemicals and plastics and metals and minerals industries. Additionally, forest product shipments increased due to higher demand for cardboard boxes and lumber.

2021 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 11% in 2021 compared to 2020, despite the weather disruptions in the first quarter of 2021, driven by higher fuel surcharges, core pricing gains, and a 2% volume increase. Automotive shipments of 173 thousand carloads in the second quarter of 2021 were more than double the 79 thousand carloads in the same period in 2020 as North American manufacturing plants suspended production due to the pandemic in that year. This recovery masked the impact to automotive shipments in 2021 due to the on-going shortage of semiconductors. Excluding the second quarter, automotive shipments are down 14% year-over-year. The pandemic also upended the intermodal supply chain as demand for consumer goods remained high. This high demand strained port capacity, chassis availability, truck driver supply, and warehouse receiving capacity. Despite the global supply chain disruptions, intermodal shipments increased 2% in 2021 due to improving economic conditions, inventory restocking, contract wins, and continued strength of e-commerce and parcel shipments.

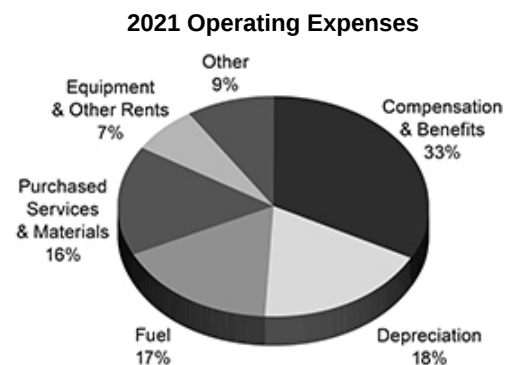
2021 Premium Carloads


Mexico Business – Each of our commodity groups includes revenue from shipments to and from Mexico. Revenue from Mexico business was \$2.4 billion in 2021, up 13% compared to 2020, driven by a 3% increase in volume and higher fuel surcharge revenue, core pricing gains, and positive mix of traffic. The volume increase was driven by the recovery from the 2020 pandemic and an increase in petroleum and grain shipments, partially offset by the impact of the global supply chain disruptions on intermodal shipments and the semiconductor shortage in the automotive industry.

Operating Expenses

Millions	2021	2020	2019	% Change 2021 v 2020	% Change 2020 v 2019
Compensation and benefits	\$ 4,158	\$ 3,993	\$ 4,533	4%	(12)%
Depreciation	2,208	2,210	2,216	-	-
Fuel	2,049	1,314	2,107	56	(38)
Purchased services and materials	2,016	1,962	2,254	3	(13)
Equipment and other rents	859	875	984	(2)	(11)
Other	1,176	1,345	1,060	(13)	27
Total	\$ 12,466	\$ 11,699	\$ 13,154	7%	(11)%

Operating expenses increased \$767 million in 2021 compared to 2020 driven by higher fuel prices, volume-related costs, inflation, higher casualty costs, 2020 management actions, weather and wildfire-related expenses, incentive compensation, and higher state and local taxes. Partially offsetting these increases compared to 2020 include a \$278 million impairment charge in 2020, productivity initiatives, a one-time bonus payment for agreement employees in 2020, and lower severance costs. Full year results of 2021 and 2020 both include a reduction of expense for weather and wildfire-related insurance reimbursements, \$6 million and \$25 million, respectively.



Compensation and Benefits – Compensation and benefits include wages, payroll taxes, health and welfare costs, pension costs, and incentive costs. In 2021, expenses increased 4% compared to 2020, due to volume related costs, inflation, 2020 management actions responding to the sharp decline in volume (temporary unpaid leave, salary reductions, and shop closures), incentive compensation, and higher costs due to weather and wildfire-related events. Partially offsetting these increases were productivity initiatives resulting in employee levels that declined 3% compared to 2020 despite a 4% volume increase, a 2020 one-time bonus payment for agreement employees who worked during the pandemic, and lower severance costs.

Depreciation – The majority of depreciation relates to road property, including rail, ties, ballast, and other track material. Depreciation expense was flat in 2021 compared to 2020.

Fuel – Fuel includes locomotive fuel and gasoline for highway and non-highway vehicles and heavy equipment. Locomotive diesel fuel prices, which averaged \$2.23 per gallon (including taxes and transportation costs) in 2021, compared to \$1.50 per gallon in 2020, increased expenses \$668 million (excluding any impact from increased volume year-over-year). Gross ton-miles increased 6% driving higher fuel expense. Partially offsetting this increase was a 1% improvement to a record low fuel consumption rate, 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 3% in 2021 compared to 2020 driven by inflation, higher professional services expense, volume-related costs associated with our intermodal business, higher costs due to weather and wildfire-related events, increased locomotive and freight car maintenance expense as we added resources to the network, and higher costs for transportation of train crews.

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 2% compared to 2020 driven by lower rent on equipment in storage and higher equity income from our investment in TTX Company, partially offset by increased freight car rent expense due to volume increases and slower freight car velocity.

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 13% in 2021 compared to 2020 as a result of a \$278 million non-cash impairment charge related to our Brazos yard investment in 2020, lower write-offs of cancelled in-progress capital projects, 2020 lease impairments, and higher equity income. Partially offsetting these decreases were increased casualty expenses, including personal injury, damaged freight, and environmental, and higher state and local taxes. Both periods in 2021 and 2020 included a reduction of expense for weather and wildfire-related insurance reimbursements, \$6 million and \$25 million, respectively.

Non-Operating Items

Millions	2021	2020	2019	% Change 2021 v 2020	% Change 2020 v 2019
Other income, net	\$ 297	\$ 287	\$ 243	3%	18%
Interest expense	(1,157)	(1,141)	(1,050)	1	9
Income tax expense	(1,955)	(1,631)	(1,828)	20	(11)

Other Income, net – Other income increased in 2021 compared to 2020 due to a \$36 million gain from the sale of an investment in a technology company, partially offset by lower real estate sale gains. Real estate sales in 2021 included a \$50 million gain from a property sale to the Colorado Department of Transportation, while 2020 included a \$69 million gain from a land and permanent easement sale to the Illinois State Toll Highway Authority.

Interest Expense – Interest expense increased in 2021 compared to 2020 due to an increased weighted-average debt level of \$28.3 billion in 2021 from \$27.9 billion in 2020. The effective interest rate was 4.1% for both periods.

Income Taxes – Income tax expense increased in 2021 compared to 2020 due to higher pre-tax income. Our effective tax rates for 2021 and 2020 were 23.1% and 23.4%, 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 measures these key operating metrics to evaluate our operational efficiency and asset utilization in striving to provide a consistent, reliable service product to our customers.

Railroad performance measures are included in the table below:

	2021	2020	2019	% Change 2021 v 2020	% Change 2020 v 2019
Gross ton-miles (GTMs) (billions)	817.9	771.8	846.6	6%	(9) %
Revenue ton-miles (billions)	411.3	385.0	423.4	7	(9)
Freight car velocity (daily miles per car) [a]	203	221	209	(8)	6
Average train speed (miles per hour) [b]	24.6	25.9	25.1	(5)	3
Average terminal dwell time (hours) [b]	23.7	22.7	24.8	4	(8)
Locomotive productivity (GTMs per horsepower day)	133	137	120	(3)	14
Train length (feet)	9,334	8,798	7,747	6	14
Intermodal car trip plan compliance (%)	73	81	75	(8)pts	6 pts
Manifest/Automotive car trip plan compliance (%)	63	71	65	(8)pts	6 pts
Workforce productivity (car miles per employee)	1,038	947	857	10	11
Total employees (average)	29,905	30,960	37,483	(3)	(17)
Operating ratio	57.2	59.9	60.6	(2.7)pts	(0.7) pts

[a] 2019 has been recast to conform to the current year presentation which reflects minor refinements.

[b] 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 2021, gross ton-miles and revenue ton-miles increased 6% and 7%, respectively, compared to 2020, driven by a 4% increase in carloadings. Changes in commodity mix drove the variance in year-over-year increases between gross ton-miles, revenue ton-miles, and carloads (smaller increases in our intermodal and automotive shipments, which are generally lighter, coupled with higher increases in grain and industrial shipments, which are generally heavier).

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). Train speed slowed and terminal dwell increased in 2021 compared to the same periods in 2020 as the network handled additional volume and was impacted by weather and wildfire-related challenges, bridge outages caused by the California wildfires, other incidents causing delays on the network, and global supply chain disruptions. Continued implementation of our operating plan helped to partially offset these impacts.

Locomotive Productivity – Locomotive productivity is gross ton-miles per average daily locomotive horsepower. Locomotive productivity decreased 3% in 2021 compared to 2020 driven by the increased active fleet needed to handle the 4% volume increase as well as manage network disruptions, partially offset by transportation plan changes.

Train Length – Train length is the average maximum train length on a route measured in feet. Our train length increased 6% compared to 2020 as a result of blending service products and transportation plan changes designed to improve overall operational efficiency. However, in the second half of the year, train length declined slightly from the first half of 2021 due to California wildfire bridge outage reroutes in the third quarter and operational challenges in the fourth quarter.

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 trip plan compliance deteriorated in 2021 compared to 2020 primarily due to global supply chain disruptions. Manifest/automotive trip plan compliance deteriorated in 2021 compared to 2020 as our network slowed because of the outages and incidents described above that required increased resource allocation and rebalancing.

Workforce Productivity – Workforce productivity is average daily car miles per employee. Workforce productivity improved 10%, reaching an all-time record as employee counts were down 3% compared to 2020, while average daily car miles increased 6%. Productivity initiatives and a smaller capital workforce offset higher train and engine employee levels due to weather and wildfire-related challenges, network disruptions, and reduced crew utilization keeping total employee levels lower than 2020.

Operating Ratio – Operating ratio is our operating expenses reflected as a percentage of operating revenue. Our operating ratio of 57.2% was an all-time record and improved 2.7 points compared to 2020 mainly driven by a 2020 one-time impairment, core pricing gains, productivity initiatives, and positive mix of traffic, which were partially offset by higher fuel prices, inflation, and other cost increases.

Return on Average Common Shareholders' Equity

<i>Millions, Except Percentages</i>	2021	2020	2019
Net income	\$ 6,523	\$ 5,349	\$ 5,919
Average equity	\$ 15,560	\$ 17,543	\$ 19,276
Return on average common shareholders' equity	41.9%	30.5%	30.7%

Return on Invested Capital as Adjusted (ROIC)

<i>Millions, Except Percentages</i>	2021	2020	2019
Net income	\$ 6,523	\$ 5,349	\$ 5,919
Interest expense	1,157	1,141	1,050
Interest on average operating lease liabilities	54	64	76
Taxes on interest	(280)	(282)	(266)
Net operating profit after taxes as adjusted	\$ 7,454	\$ 6,272	\$ 6,779
Average equity	\$ 15,560	\$ 17,543	\$ 19,276
Average debt	28,229	25,965	23,796
Average operating lease liabilities	1,682	1,719	2,052
Average invested capital as adjusted	\$ 45,471	\$ 45,227	\$ 45,124
Return on Invested Capital as Adjusted	16.4%	13.9%	15.0%

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 reconciliations from return on average common shareholders' equity to ROIC. At December 31, 2021, 2020, and 2019, the incremental borrowing rate on operating leases was 3.2%, 3.7%, and 3.7%, respectively.

Adjusted Debt / Adjusted EBITDA

<i>Millions, Except Ratios for the Twelve Months Ended</i>	Dec. 31, 2021	Dec. 31, 2020	Dec. 31, 2019
Net income	\$ 6,523	\$ 5,349	\$ 5,919
Add:			
Income tax expense/(benefit)	1,955	1,631	1,828
Depreciation	2,208	2,210	2,216
Interest expense	1,157	1,141	1,050
EBITDA	\$ 11,843	\$ 10,331	\$ 11,013
Adjustments:			
Other income, net	(297)	(287)	(243)
Interest on operating lease liabilities	56	59	68
Adjusted EBITDA	\$ 11,602	\$ 10,103	\$ 10,838
Debt	\$ 29,729	\$ 26,729	\$ 25,200
Operating lease liabilities	1,759	1,604	1,833
Unfunded/(funded) pension and other postretirement benefits, net of tax cost/(benefit) of (\$21), \$195, and \$124	(72)	637	400
Adjusted debt	\$ 31,416	\$ 28,970	\$ 27,433
Adjusted debt / Adjusted EBITDA	2.7	2.9	2.5

Adjusted debt 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, net income. The table above provides reconciliations from net income to adjusted debt to adjusted EBITDA. At December 31, 2021, 2020, and 2019, the incremental borrowing rate on operating leases was 3.2%, 3.7% and 3.7%, respectively.

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 December 31, 2021, we had a working capital deficit due to upcoming debt maturities. At December 31, 2020, we had a surplus due to an increased cash balance held due to the uncertainty related to COVID. 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 also maintain adequate resources, including our credit facility and, when necessary, access the capital markets to meet any foreseeable cash requirements.

During the year, we generated \$9.0 billion of cash from operating activities, completed a \$1.7 billion debt exchange, and issued \$3.5 billion of long-term debt. We have been, and we expect to continue to be, in compliance with our debt covenants. We increased the dividend twice during 2021 paying out \$2.8 billion and repurchased shares totaling \$7.3 billion, including the completion of our \$2 billion accelerated share repurchase programs entered into on May 25, 2021.

Our principal sources of liquidity include cash, 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, 2021, we had \$960 million of cash and cash equivalents, \$2.0 billion of committed credit available under our revolving credit facility, and up to \$500 million undrawn on the Receivables Facility. As of December 31, 2021, none of the revolving credit facility was drawn, and we did not draw on our revolving credit facility at any time during 2021. At December 31, 2021, we had \$300 million of the Receivables Facility drawn, \$400 million of commercial paper, and a \$100 million term loan outstanding. 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: (i) increasing the utilization of our Receivables Facility, (ii) issuing commercial paper, (iii) 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), 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, 2021:

Contractual Obligations Millions	Payments Due by December 31,						
	<i>Total</i>	<i>2022</i>	<i>2023</i>	<i>2024</i>	<i>2025</i>	<i>2026</i>	<i>After 2026</i>
Debt [a]	\$ 53,942	\$ 3,172	\$ 2,337	\$ 2,356	\$ 2,336	\$ 1,875	\$ 41,866
Purchase obligations [b]	2,555	753	446	368	335	256	397
Operating leases [c]	1,966	333	293	285	285	215	555
Other post retirement benefits [d]	400	45	44	40	39	39	193
Finance lease obligations [e]	378	107	81	68	45	36	41
Total contractual obligations	\$ 59,241	\$ 4,410	\$ 3,201	\$ 3,117	\$ 3,040	\$ 2,421	\$ 43,052

[a] Excludes finance lease obligations of \$336 million as well as unamortized discount and deferred issuance costs of (\$1,763) million. Includes an interest component of \$22,786 million.

[b] Purchase obligations include locomotive maintenance contracts; purchase commitments for fuel purchases, 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 \$207 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 \$42 million.

LIBOR Transition – See Note 14 to the Financial Statements and Supplementary Data, Item 8. The use of an alternative rate or benchmark may negatively impact the terms of our facilities, including in the form of an adverse effect on interest rates and higher borrowing costs and interest expense.

Cash Flows

Millions	2021	2020	2019
Cash provided by operating activities	\$ 9,032	\$ 8,540	\$ 8,609
Cash used in investing activities	(2,709)	(2,676)	(3,435)
Cash used in financing activities	(7,158)	(4,902)	(5,646)
Net change in cash, cash equivalents, and restricted cash	\$ (835)	\$ 962	\$ (472)

Operating Activities

Cash provided by operating activities increased in 2021 compared to 2020 due primarily to an increase in net income, partially offset by higher receivables and the partial payment of the deferred 2020 employment tax that was allowed by a provision in the Coronavirus Aid, Relief, and Economic Security Act (CARES Act).

Cash Flow Conversion – 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,	2021	2020	2019
Cash provided by operating activities	\$ 9,032	\$ 8,540	\$ 8,609
Cash used in capital investments	(2,936)	(2,927)	(3,453)
Total (a)	6,096	5,613	5,156
Net income (b)	6,523	5,349	5,919
Cash flow conversion rate (a/b)	93%	105%	87%

Investing Activities

Cash used in investing activities in 2021 increased compared to 2020 primarily driven by increased capital investment in road infrastructure replacements.

The following tables detail cash capital investments and track statistics for the years ended December 31:

Millions	2021	2020	2019
Ties	\$ 443	\$ 507	\$ 427
Rail and other track material	507	471	561
Ballast	215	225	271
Other [a]	700	584	694
Total road infrastructure replacements [b]	1,865	1,787	1,953
Line expansion and other capacity projects	284	332	357
Commercial facilities	243	171	183
Total capacity and commercial facilities	527	503	540
Locomotives and freight cars [c]	322	269	610
Positive train control	84	79	95
Technology and other	138	289	255
Total cash capital investments	\$ 2,936	\$ 2,927	\$ 3,453

[a] Other includes bridges and tunnels, signals, other road assets, and road work equipment.

[b] Includes weather and wildfire-related damages to our property of \$60 million, \$40 million, and \$113 million in 2021, 2020, and 2019, respectively.

[c] Locomotives and freight cars include early lease buyouts of \$34 million, \$38 million, and \$290 million in 2021, 2020, and 2019, respectively.

	2021	2020	2019
Track miles of rail replaced	502	468	534
Track miles of rail capacity expansion	70	83	55
New ties installed (thousands)	4,058	4,671	3,475
Miles of track surfaced	10,441	10,414	7,741

Capital Plan – In 2022, we expect our capital plan to be approximately \$3.3 billion, up 10% compared to 2021. We will continue to harden our infrastructure, replace older assets, and improve the safety and resiliency of the network. In addition, the plan includes targeted freight car acquisitions, investments in growth-related projects to drive more carloads to the network, certain ramps to efficiently handle volumes from new and existing intermodal customers, continuous 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 increased in 2021 compared to 2020 driven by increased share repurchases.

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, 2021, we had variable-rate debt representing approximately 2.7% of our total debt. If variable interest rates average one percentage point higher in 2022 than our December 31, 2021, variable rate, which was approximately 0.7%, our interest expense would increase by approximately \$8.0 million. This amount was determined by considering the impact of the hypothetical interest rate on the balances of our variable-rate debt at December 31, 2021.

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, 2021, and amounts to an increase of approximately \$4.9 billion to the fair value of our debt at December 31, 2021. 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 corporate tax rate, could have a material impact on our financial condition, results of operations, or liquidity. For example, a permanent 1% increase in future income tax rates would increase our deferred tax liability by approximately \$500 million. Similarly, a permanent 1% decrease in future income tax rates would decrease our deferred tax liability by approximately \$500 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 – Although climate change could have an adverse impact on our operations and financial performance (see Risk Factors under Item 1A of this report), we are currently unable to predict the manner or severity of such impact. In December 2021, we released our initial Climate Action Plan, which outlines the steps we are taking to reduce our environmental impact. This plan aligns with our corporate strategy: Serve (improve operational efficiency and minimize fuel consumption), Grow (offer sustainable supply chain solutions), Win (decarbonize our footprint and the environment), Together (engage our stakeholders and align interests). We continue to take steps and explore opportunities to reduce our operational impact on the environment, including increased usage of renewable fuels, investments in new technologies, using training programs and technology to reduce fuel consumption, and changing our operations to increase fuel efficiency (see "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:

	2021	2020	2019
Ending liability balance at December 31 (millions)	\$ 325	\$ 270	\$ 265
Open claims, beginning balance	1,897	1,985	2,025
New claims	2,719	2,577	3,025
Settled or dismissed claims	(2,589)	(2,665)	(3,065)
Open claims, ending balance at December 31	2,027	1,897	1,985

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, and 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:

	2021	2020	2019
Ending liability balance at December 31 (millions)	\$ 243	\$ 233	\$ 227
Open sites, beginning balance	373	360	334
New sites	105	96	114
Closed sites	(102)	(83)	(88)
Open sites, ending balance at December 31	376	373	360

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 \$69 million. If the estimated useful lives of all depreciable assets were decreased by one year, annual depreciation expense would increase by approximately \$73 million. We are projecting an increase in our depreciation expense by approximately 2% in 2022 versus 2021. 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 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 cost/benefit for 2022 and the estimated impact on 2022 net periodic pension cost/benefit relative to a change in those assumptions:

Assumptions	
Discount rate for benefit obligations	2.80%
Discount rate for interest on benefit obligations	2.41%
Discount rate for service cost	2.91%
Discount rate for interest on service cost	2.86%
Expected return on plan assets	6.25%

Sensitivities		<i>Increase in Expense Pension</i>
<i>Millions</i>		
0.25% decrease in discount rates		\$ 16
0.25% decrease in expected return on plan assets		\$ 11

The following table presents the net periodic pension cost for the years ended December 31:

<i>Millions</i>	<i>Est.</i>			
	<i>2022</i>	<i>2021</i>	<i>2020</i>	<i>2019</i>
Net periodic pension cost	\$ 23	\$ 85	\$ 50	\$ 34

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 Chairman's letter preceding Part I; statements regarding planned capital expenditures under the caption "2022 Capital Plan" in Item 2 of Part I; and statements and information set forth under the captions "2022 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 the COVID pandemic on our business operations, financial results, liquidity, and financial position, and on the world economy (including our customers 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 regarding the effectiveness of steps taken or to be taken to improve operations, service, infrastructure improvements, and transportation plan modifications (including those discussed in our Climate Change Plan); 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 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, including the impact of the COVID pandemic and responses by governments, businesses, and individuals, 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, the COVID pandemic. 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.

Item 8. Financial Statements and Supplementary Data

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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, 2021 and 2020, 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, 2021, 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, 2021 and 2020, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2021, 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, 2021, 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 4, 2022, 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. Properties, net were \$54,871 million as of December 31, 2021 and, during 2021, the Corporation's capital investments were \$2.9 billion.

We identified the capitalization of property 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 program 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 4, 2022

We have served as the Corporation's auditor since 1967.

CONSOLIDATED STATEMENTS OF INCOME
Union Pacific Corporation and Subsidiary Companies

<i>Millions, Except Per Share Amounts, for the Years Ended December 31,</i>	2021	2020	2019
Operating revenues:			
Freight revenues	\$ 20,244	\$ 18,251	\$ 20,243
Other revenues	1,560	1,282	1,465
Total operating revenues	21,804	19,533	21,708
Operating expenses:			
Compensation and benefits	4,158	3,993	4,533
Depreciation	2,208	2,210	2,216
Fuel	2,049	1,314	2,107
Purchased services and materials	2,016	1,962	2,254
Equipment and other rents	859	875	984
Other	1,176	1,345	1,060
Total operating expenses	12,466	11,699	13,154
Operating income	9,338	7,834	8,554
Other income, net (Note 6)	297	287	243
Interest expense	(1,157)	(1,141)	(1,050)
Income before income taxes	8,478	6,980	7,747
Income tax expense (Note 7)	(1,955)	(1,631)	(1,828)
Net income	\$ 6,523	\$ 5,349	\$ 5,919
Share and Per Share (Note 8):			
Earnings per share - basic	\$ 9.98	\$ 7.90	\$ 8.41
Earnings per share - diluted	\$ 9.95	\$ 7.88	\$ 8.38
Weighted average number of shares - basic	653.8	677.3	703.5
Weighted average number of shares - diluted	655.4	679.1	706.1

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
Union Pacific Corporation and Subsidiary Companies

<i>Millions, for the Years Ended December 31,</i>	2021	2020	2019
Net income	\$ 6,523	\$ 5,349	\$ 5,919
Other comprehensive income/(loss):			
Defined benefit plans	723	(231)	42
Foreign currency translation	(44)	(6)	17
Total other comprehensive income/(loss) [a]	679	(237)	59
Comprehensive income	\$ 7,202	\$ 5,112	\$ 5,978

[a] Net of deferred taxes of (\$237) million, \$75 million, and (\$15) million during 2021, 2020, and 2019, respectively.

The accompanying notes are an integral part of these Consolidated Financial Statements.

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION*Union Pacific Corporation and Subsidiary Companies*

<i>Millions, Except Share and Per Share Amounts as of December 31,</i>	2021	2020
Assets		
Current assets:		
Cash and cash equivalents	\$ 960	\$ 1,799
Short-term investments (Note 13)	46	60
Accounts receivable, net (Note 10)	1,722	1,505
Materials and supplies	621	638
Other current assets	202	212
Total current assets	3,551	4,214
Investments	2,241	2,164
Properties, net (Note 11)	54,871	54,161
Operating lease assets (Note 16)	1,787	1,610
Other assets	1,075	249
Total assets	\$ 63,525	\$ 62,398
Liabilities and Common Shareholders' Equity		
Current liabilities:		
Accounts payable and other current liabilities (Note 12)	\$ 3,578	\$ 3,104
Debt due within one year (Note 14)	2,166	1,069
Total current liabilities	5,744	4,173
Debt due after one year (Note 14)	27,563	25,660
Operating lease liabilities (Note 16)	1,429	1,283
Deferred income taxes (Note 7)	12,675	12,247
Other long-term liabilities	1,953	2,077
Commitments and contingencies (Note 17)		
Total liabilities	49,364	45,440
Common shareholders' equity:		
Common shares, \$2.50 par value, 1,400,000,000 authorized; 1,112,440,400 and 1,112,227,784 issued; 638,841,656 and 671,351,360 outstanding, respectively	2,781	2,781
Paid-in-surplus	4,979	4,864
Retained earnings	55,049	51,326
Treasury stock	(47,734)	(40,420)
Accumulated other comprehensive loss (Note 9)	(914)	(1,593)
Total common shareholders' equity	14,161	16,958
Total liabilities and common shareholders' equity	\$ 63,525	\$ 62,398

The accompanying notes are an integral part of these Consolidated Financial Statements.

CONSOLIDATED STATEMENTS OF CASH FLOWS
Union Pacific Corporation and Subsidiary Companies

<i>Millions, for the Years Ended December 31,</i>	2021	2020	2019
Operating Activities			
Net income	\$ 6,523	\$ 5,349	\$ 5,919
Adjustments to reconcile net income to cash provided by operating activities:			
Depreciation	2,208	2,210	2,216
Deferred and other income taxes	154	340	566
Gain on non-operating asset dispositions	(98)	(115)	(20)
Other operating activities, net	42	490	98
Changes in current assets and liabilities:			
Accounts receivable, net	(217)	90	160
Materials and supplies	17	113	(9)
Other current assets	31	(34)	87
Accounts payable and other current liabilities	184	(73)	(179)
Income and other taxes	188	170	(229)
Cash provided by operating activities	9,032	8,540	8,609
Investing Activities			
Capital investments	(2,936)	(2,927)	(3,453)
Proceeds from asset sales	178	149	74
Maturities of short-term investments (Note 13)	94	141	130
Purchases of short-term investments (Note 13)	(70)	(136)	(115)
Other investing activities, net	25	97	(71)
Cash used in investing activities	(2,709)	(2,676)	(3,435)
Financing Activities			
Share repurchase programs (Note 18)	(7,291)	(3,705)	(5,804)
Debt issued (Note 14)	4,201	4,004	3,986
Dividends paid	(2,800)	(2,626)	(2,598)
Debt repaid	(1,299)	(2,053)	(817)
Net issued/(paid) commercial paper (Note 14)	325	(127)	(6)
Debt exchange (Note 14)	(270)	(328)	(387)
Other financing activities, net	(24)	(67)	(20)
Cash used in financing activities	(7,158)	(4,902)	(5,646)
Net change in cash, cash equivalents, and restricted cash	(835)	962	(472)
Cash, cash equivalents, and restricted cash at beginning of year	1,818	856	1,328
Cash, cash equivalents, and restricted cash at end of year	\$ 983	\$ 1,818	\$ 856
Supplemental Cash Flow Information			
Non-cash investing and financing activities:			
Term loan renewals (Note 14)	\$ 100	\$ 250	\$ 250
Capital investments accrued but not yet paid	263	166	224
Locomotives sold for material credits	-	-	18
Cash paid during the year for:			
Income taxes, net of refunds	\$ (1,658)	\$ (1,214)	\$ (1,382)
Interest, net of amounts capitalized	(1,087)	(1,050)	(1,033)

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

<i>Millions</i>	<i>Common Shares</i>	<i>Treasury Shares</i>	<i>Common Shares</i>	<i>Paid-in-Surplus</i>	<i>Retained Earnings</i>	<i>Treasury Stock</i>	<i>AOCI [a]</i>	<i>Total</i>
Balance at January 1, 2019	1,111.7	(386.6)	\$ 2,779	\$ 4,449	\$ 45,284	\$(30,674)	\$ (1,415)	\$ 20,423
Net income			-	-	5,919	-	-	5,919
Other comprehensive income/(loss)			-	-	-	-	59	59
Conversion, stock option exercises, forfeitures, and other	0.3	1.7	1	46	-	82	-	129
Share repurchase programs (Note 18)	-	(35.0)	-	28	-	(5,832)	-	(5,804)
Cash dividends declared (\$3.70 per share)	-	-	-	-	(2,598)	-	-	(2,598)
Balance at December 31, 2019	1,112.0	(419.9)	\$ 2,780	\$ 4,523	\$ 48,605	\$(36,424)	\$ (1,356)	\$ 18,128
Net income			-	-	5,349	-	-	5,349
Other comprehensive income/(loss)			-	-	-	-	(237)	(237)
Conversion, stock option exercises, forfeitures, and other	0.2	1.1	1	31	-	19	-	51
Share repurchase programs (Note 18)	-	(22.1)	-	310	-	(4,015)	-	(3,705)
Cash dividends declared (\$3.88 per share)	-	-	-	-	(2,628)	-	-	(2,628)
Balance at December 31, 2020	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, 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

[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 the "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 32,452 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 26,124 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 and Pacific 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 revenue 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:

<i>Millions</i>	2021	2020	2019
Bulk	\$ 6,656	\$ 5,960	\$ 6,529
Industrial	7,323	6,622	7,472
Premium	6,265	5,669	6,242
Total freight revenues	\$ 20,244	\$ 18,251	\$ 20,243
Other subsidiary revenues	741	743	880
Accessorial revenues	752	473	514
Other	67	66	71
Total operating revenues	\$ 21,804	\$ 19,533	\$ 21,708

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 revenue from shipments to and from Mexico. Included in the above table are freight revenues from our Mexico business which amounted to \$2.4 billion in 2021, \$2.1 billion in 2020, and \$2.3 billion in 2019.

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).

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:

<i>Millions</i>	2021	2020	2019
Cash and cash equivalents	\$ 960	\$ 1,799	\$ 831
Restricted cash equivalents in other current assets	19	7	13
Restricted cash equivalents in other assets	4	12	12
Total cash, cash equivalents, and restricted cash equivalents shown on the Statement of Cash Flows:	\$ 983	\$ 1,818	\$ 856

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 subject to abandonment, and yard 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 revenue 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 \$169 million at December 31, 2021, and \$151 million at December 31, 2020, 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 revenue 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. Revenue 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 revenue and expenses during the reporting period. Actual future results may differ from such estimates.

3. Accounting Pronouncements

In December 2019, the FASB issued Accounting Standards Update No. 2019-12 (ASU 2019-12), *Income Taxes (Topic 740): Simplifying the Accounting for Income Taxes*, which simplifies the accounting and disclosure requirements for income taxes by clarifying existing guidance to improve consistency in application of Accounting Standards Codification (ASC) 740. The Company adopted the ASU on January 1, 2021 (the effective date), and it did not have a material impact on the Company's Consolidated Financial Statements and related disclosures.

In March 2020, the FASB issued Accounting Standards Update No. 2020-04 (ASU 2020-04), *Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting*, which provides optional expedients and exceptions for applying GAAP principles to contracts, hedging relationships, and other transactions that reference London Interbank Offered Rate (LIBOR) or another reference rate expected to be discontinued due to reference rate reform. This guidance was effective beginning on March 12, 2020, and can be adopted on a prospective basis no later than December 31, 2022, with early adoption permitted. The Company is currently evaluating the effect that the new guidance will have on our Consolidated Financial Statements and related disclosures.

In November 2021, the FASB issued Accounting Standards Update No. 2021-10 (ASU 2021-10), *Government Assistance (Topic 832): Disclosures by Business Entities about Government Assistance*, which requires business entities to provide certain disclosures when they have received government assistance and use a grant or contribution accounting model by analogy to other accounting guidance. The guidance is effective for fiscal years beginning after December 15, 2021. 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, 2021, 28,000 restricted shares were outstanding under the Directors Plan.

The Union Pacific Corporation 2004 Stock Incentive Plan (2004 Plan) was approved by shareholders in April 2004. The 2004 Plan reserved 84,000,000 shares of our common stock for issuance, plus any shares subject to awards made under previous plans that were outstanding on April 16, 2004, and became available for regrant pursuant to the terms of the 2004 Plan. Under the 2004 Plan, non-qualified stock options, stock appreciation rights, 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 2004 Plan. As of December 31, 2021, 37,778 stock options were outstanding under the 2004 Plan. We no longer grant any stock options or other stock or unit awards under this 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, 2021, 1,706,288 stock options and 1,218,397 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, 2021, 361,935 stock options and 389,207 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, 2021, 97,641 shares were issued under the 2021 ESPP.

Pursuant to the above plans 34,011,624; 69,867,405; and 70,318,887; shares of our common stock were authorized and available for grant at December 31, 2021, 2020, and 2019, respectively.

Stock-Based Compensation – We have several stock-based compensation plans under which 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 are also able to participate in our ESPP.

Information regarding stock-based compensation appears in the table below:

<i>Millions</i>	2021	2020	2019
Stock-based compensation, before tax:			
Stock options	\$ 15	\$ 15	\$ 16
Retention awards	66	58	77
ESPP	7	-	-
Total stock-based compensation, before tax	\$ 88	\$ 73	\$ 93
Excess tax benefits from equity compensation plans	\$ 26	\$ 55	\$ 52

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, 2021, are subject to performance or market-based vesting conditions.

The table below shows the annual weighted-average assumptions used for Black-Scholes valuation purposes:

<i>Weighted-Average Assumptions</i>	2021	2020	2019
Risk-free interest rate	0.4%	1.5%	2.5%
Dividend yield	1.9%	2.1%	2.2%
Expected life (years)	4.6	4.9	5.2
Volatility	28.3%	23.4%	22.7%
Weighted-average grant-date fair value of options granted	\$ 39.97	\$ 32.20	\$ 30.37

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 2021 is presented below:

	Options (thous.)	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Term (yrs.)	Aggregate Intrinsic Value (millions)
Outstanding at January 1, 2021	2,569	\$ 132.49	6.4	\$ 195
Granted	387	204.45	N/A	N/A
Exercised	(753)	118.11	N/A	N/A
Forfeited or expired	(97)	154.62	N/A	N/A
Outstanding at December 31, 2021	2,106	\$ 149.84	6.3	\$ 215
Vested or expected to vest at December 31, 2021	2,083	\$ 149.37	6.3	\$ 214
Options exercisable at December 31, 2021	1,334	\$ 126.38	5.2	\$ 167

At December 31, 2021, 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 1.0 year. Additional information regarding stock option exercises appears in the following table:

<i>Millions</i>	2021	2020	2019
Intrinsic value of stock options exercised	\$ 84	\$ 120	\$ 193
Cash received from option exercises	58	95	130
Treasury shares repurchased for employee payroll taxes	(15)	(24)	(37)
Tax benefit realized from option exercises	16	28	48
Aggregate grant-date fair value of stock options vested	14	15	15

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 2021 were as follows:

	Shares (thous.)	Weighted-Average Grant-Date Fair Value
Nonvested at January 1, 2021	1,476	\$ 141.06
Granted	297	205.81
Vested	(417)	109.23
Forfeited	(69)	163.73
Nonvested at December 31, 2021	1,287	\$ 165.10

At December 31, 2021, there was \$87 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 Retention Awards – In February 2021, 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 2021 stock units awarded to selected employees 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 3-year performance period, and with respect to the third year of the plan, the remaining one-third of the fair value is 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.

The February 2020 and 2019 performance stock unit grants expense recognition and basic terms were similar to the February 2021 grant except the relative OIG targets were a modifier as compared to companies included in the S&P 500 Industrials Index. The modifier can be up to +/- 25% of the award earned based on the ROIC achieved.

Changes in our performance retention awards during 2021 were as follows:

	<i>Shares (thous.)</i>	<i>Weighted-Average Grant-Date Fair Value</i>
Nonvested at January 1, 2021	773	\$ 148.17
Granted	227	204.45
Vested	(136)	141.93
Unearned	(140)	126.47
Forfeited	(83)	156.94
Nonvested at December 31, 2021	641	\$ 173.03

At December 31, 2021, there was \$16 million of total unrecognized compensation expense related to nonvested performance retention awards, which is expected to be recognized over a weighted-average period of 1.2 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, 2021 and 2020:

Funded Status		
<i>Millions</i>	2021	2020
Projected Benefit Obligation		
Projected benefit obligation at beginning of year	\$ 5,658	\$ 4,847
Service cost	110	91
Interest cost	104	137
Actuarial (gain)/loss	(346)	812
Gross benefits paid	(230)	(229)
Projected benefit obligation at end of year	\$ 5,296	\$ 5,658
Plan Assets		
Fair value of plan assets at beginning of year	\$ 5,016	\$ 4,528
Actual (loss)/return on plan assets	737	686
Non-qualified plan benefit contributions	31	31
Gross benefits paid	(230)	(229)
Fair value of plan assets at end of year	\$ 5,554	\$ 5,016
Funded status at end of year	\$ 258	\$ (642)

Actuarial gains that decreased the PBO were driven by an increase in 2021 discount rates from 2.42% to 2.80%.

Amounts recognized in the statement of financial position as of December 31, 2021 and 2020, consist of:

<i>Millions</i>	2021	2020
Noncurrent assets	\$ 807	\$ 8
Current liabilities	(31)	(30)
Noncurrent liabilities	(518)	(620)
Net amounts recognized at end of year	\$ 258	\$ (642)

Pre-tax amounts recognized in accumulated other comprehensive income/loss consist of \$851 million and \$1,805 million net actuarial loss as of December 31, 2021 and 2020, respectively.

Pre-tax changes recognized in other comprehensive income/loss as of December 31, 2021, 2020, and 2019, were as follows:

<i>Millions</i>	2021	2020	2019
Net actuarial (loss)/gain	\$ 813	\$ (408)	\$ (88)
Amortization of:			
Actuarial loss	141	104	67
Total	\$ 954	\$ (304)	\$ (21)

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, 2021 and 2020:

Underfunded Accumulated Benefit Obligation		
<i>Millions</i>	2021	2020
Projected benefit obligation	\$ 549	\$ 605
Accumulated benefit obligation	\$ 513	\$ 560
Fair value of plan assets	-	-
Underfunded accumulated benefit obligation	\$ (513)	\$ (560)

The ABO for all defined benefit pension plans was \$4.9 billion and \$5.2 billion at December 31, 2021 and 2020, respectively.

Assumptions – The weighted-average actuarial assumptions used to determine benefit obligations at December 31, 2021 and 2020:

<i>Percentages</i>	2021	2020
Discount rate	2.80%	2.42%
Compensation increase	4.30%	4.40%

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 cost were as follows for the years ended December 31, 2021, 2020, and 2019:

<i>Millions</i>	2021	2020	2019
Net Periodic Pension Cost:			
Service cost	\$ 110	\$ 91	\$ 80
Interest cost	104	137	160
Expected return on plan assets	(270)	(282)	(273)
Amortization of:			
Actuarial loss	141	104	67
Net periodic pension cost	\$ 85	\$ 50	\$ 34

Assumptions – The weighted-average actuarial assumptions used to determine expense were as follows:

<i>Percentages</i>	2021	2020	2019
Discount rate for benefit obligations	2.42%	3.26%	4.23%
Discount rate for interest on benefit obligations	1.90%	2.89%	3.94%
Discount rate for service cost	2.61%	3.42%	4.33%
Discount rate for interest on service cost	2.53%	3.36%	4.30%
Expected return on plan assets	6.25%	7.00%	7.00%
Compensation increase	4.40%	4.10%	4.10%

We measure the service cost and interest cost components of our net periodic pension 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 15% in 2021, 16% in 2020, and 20% in 2019.

Cash Contributions

The following table details cash contributions, if any, for the qualified and non-qualified (supplemental) pension plans:

<i>Millions</i>	Qualified	Non-qualified
2021	\$ -	\$ 31
2020	-	31

Our policy with respect to funding the qualified 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 2022 supplemental pension payments will be made from cash generated from operations.

Benefit Payments

The following table details expected benefit payments for the years 2022 through 2031:

Millions	
2022	\$ 229
2023	228
2024	227
2025	227
2026	228
Years 2027 - 2031	1,170

Asset Allocation Strategy

Our pension plan asset allocation at December 31, 2021 and 2020, and target allocation for 2022, are as follows:

	Target Allocation 2022	Percentage of Plan Assets December 31,	
		2021	2020
Equity securities	45% to 55%	57%	63%
Debt securities	45% to 55%	42	34
Real estate	0% to 2%	1	3
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 6.25%. While we believe we can achieve a long-term average rate of return of 6.25%, 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. The current target endpoint for this de-risking is 45% equity and 55% debt in 2023. Equity risks are balanced by investing a significant portion of the plans' assets in high-quality debt securities. The average credit rating of the debt portfolio was A+ and A at December 31, 2021 and 2020, 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 20 years and 17 years at December 31, 2021 and 2020, 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, foreign currencies, and commercial paper held in master trust accounts at The Northern Trust Company (the Trustee). 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. Commercial paper assets are valued using a bid evaluation process with bid data provided by independent pricing sources. Commercial paper is classified as Level 2 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 holdings of Registered Investment Companies include 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 – Most of 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 (U.S. stock funds, non-U.S. stock funds, commodity funds, hedge 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, 2021, the pension plan assets measured at fair value on a recurring basis were as follows:

<i>Millions</i>	<i>Quoted Prices in Active Markets for Identical Inputs (Level 1)</i>	<i>Significant Other Observable Inputs (Level 2)</i>	<i>Significant Unobservable Inputs (Level 3)</i>	<i>Total</i>
Plan assets at fair value:				
Temporary cash investments	\$ 9	\$ -	\$ -	\$ 9
Registered investment companies [a]	10	-	-	10
Federal government securities	-	742	-	742
Bonds and debentures	-	1,116	-	1,116
Corporate stock	1,980	10	-	1,990
Total plan assets at fair value	\$ 1,999	\$ 1,868	\$ -	\$ 3,867
Plan assets at NAV:				
Registered investment companies [b]				185
Venture capital and buyout partnerships				710
Real estate funds				48
Collective trust and other funds				756
Total plan assets at NAV			\$ -	\$ 1,699
Other assets/(liabilities) [c]				(12)
Total plan assets			\$ -	\$ 5,554

As of December 31, 2020, the pension plan assets measured at fair value on a recurring basis were as follows:

<i>Millions</i>	<i>Quoted Prices in Active Markets for Identical Inputs (Level 1)</i>	<i>Significant Other Observable Inputs (Level 2)</i>	<i>Significant Unobservable Inputs (Level 3)</i>	<i>Total</i>
Plan assets at fair value:				
Temporary cash investments	\$ 9	\$ -	\$ -	\$ 9
Registered investment companies [a]	252	-	-	252
Federal government securities	-	150	-	150
Bonds and debentures	-	831	-	831
Corporate stock	2,209	8	-	2,217
Total plan assets at fair value	\$ 2,470	\$ 989	\$ -	\$ 3,459
Plan assets at NAV:				
Registered investment companies [b]				312
Venture capital and buyout partnerships				585
Real estate funds				161
Collective trust and other funds				498
Total plan assets at NAV			\$ -	\$ 1,556
Other assets/(liabilities) [c]				1
Total plan assets			\$ -	\$ 5,016

[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, 2021 and 2020, the master trust had future commitments for additional contributions to private equity partnerships totaling \$115 million and \$147 million, respectively, and to real estate partnerships and funds totaling \$7 million and \$7 million, respectively.

Other Retirement Programs

Other Postretirement Benefits (OPEB) – 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, less the expected return on plan assets. Our OPEB liability was \$165 million and \$190 million at December 31, 2021 and 2020, respectively. OPEB net periodic benefit cost/(benefit) was (\$3) million in 2021, (\$1) million in 2020, and \$10 million in 2019.

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 \$21 million in 2021, \$19 million in 2020, and \$20 million in 2019.

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 \$550 million in 2021, \$569 million in 2020, and \$654 million in 2019.

Collective Bargaining Agreements – Under collective bargaining agreements, we participate in multi-employer benefit plans that provide certain postretirement health care and life insurance benefits for eligible union employees. Premiums paid under these plans are expensed as incurred and amounted to \$30 million in 2021, \$30 million in 2020, and \$42 million in 2019.

6. Other Income

Other income included the following for the years ended December 31:

Millions	2021	2020	2019
Rental income	\$ 136	\$ 123	\$ 124
Gain on non-operating asset dispositions [a]	98	115	20
Gain from sale of investment	36	-	-
Net periodic pension costs	25	41	46
Interest income	5	12	32
Interest income on employment tax refund	-	-	31
Other	(3)	(4)	(10)
Total	\$ 297	\$ 287	\$ 243

[a] 2021 includes a \$50 million gain from a sale to the Colorado Department of Transportation. 2020 includes a \$69 million gain from a land and permanent easement sale to the Illinois State Toll Highway Authority.

7. Income Taxes

Components of income tax expense were as follows for the years ended December 31:

Millions	2021	2020	2019
Current tax expense:			
Federal	\$ 1,446	\$ 1,026	\$ 1,000
State	347	259	254
Foreign	8	6	8
Total current tax expense	1,801	1,291	1,262
Deferred and other tax expense/(benefit):			
Federal	199	295	417
State [a]	(44)	45	128
Foreign	(1)	-	21
Total deferred and other tax expense	154	340	566
Total income tax expense	\$ 1,955	\$ 1,631	\$ 1,828

[a] In 2021, Nebraska, Oklahoma, Idaho, Louisiana and Arkansas enacted corporate income tax legislation that resulted in a net \$32 million reduction of our deferred tax expense. In 2019, Arkansas enacted legislation to reduce their corporate income tax rate for future years resulting in a \$21 million reduction of our deferred tax expense.

For the years ended December 31, reconciliations between statutory and effective tax rates are as follows:

<i>Tax Rate Percentages</i>	2021	2020	2019
Federal statutory tax rate	21.0%	21.0%	21.0%
State statutory rates, net of federal benefits	3.7	3.7	3.7
Deferred tax adjustments	(0.6)	(0.1)	(0.1)
Dividends received deduction	(0.5)	(0.5)	(0.6)
Excess tax benefits from equity compensation plans	(0.3)	(0.8)	(0.7)
Other	(0.2)	0.1	0.3
Effective tax rate	23.1%	23.4%	23.6%

Deferred income tax assets/(liabilities) were comprised of the following at December 31, 2021 and 2020:

<i>Millions</i>	2021	2020
Deferred income tax liabilities:		
Property	\$ (12,657)	\$(12,474)
Operating lease assets	(441)	(397)
Other	(534)	(444)
Total deferred income tax liabilities	(13,632)	(13,315)
Deferred income tax assets:		
Operating lease liabilities	434	396
Accrued casualty costs	157	143
Accrued wages	45	40
Retiree benefits	39	255
Stock compensation	26	26
Other	256	208
Total deferred income tax assets	957	1,068
Net deferred income tax liability	\$ (12,675)	\$(12,247)

In 2021 and 2020, 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:

<i>Millions</i>	2021	2020	2019
Unrecognized tax benefits at January 1	\$ 74	\$ 64	\$ 174
Decreases for positions taken in prior years	(24)	(19)	(96)
Refunds from/(payments to) and settlements with taxing authorities	(12)	-	(11)
Increases for positions taken in current year	3	18	20
Increases/(decreases) for interest and penalties	(3)	5	(5)
Increases for positions taken in prior years	1	7	44
Lapse of statutes of limitations	(1)	(1)	(62)
Unrecognized tax benefits at December 31	\$ 38	\$ 74	\$ 64

We recognize interest and penalties as part of income tax expense. Total accrued liabilities/(receivables) for interest and penalties were (\$1) million and \$8 million at December 31, 2021 and 2020, respectively. Total interest and penalties recognized as part of income tax expense/(benefit) were (\$5) million for 2021, \$5 million for 2020, and (\$4) million for 2019.

Several state tax authorities are examining our state income tax returns for years 2017 through 2019.

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 \$31 million for 2021, \$52 million for 2020, and \$39 million for 2019.

8. Earnings Per Share

The following table provides a reconciliation between basic and diluted earnings per share for the years ended December 31, 2021, 2020 and 2019:

<i>Millions, Except Per Share Amounts</i>	2021	2020	2019
Net income	\$ 6,523	\$ 5,349	\$ 5,919
Weighted-average number of shares outstanding:			
Basic	653.8	677.3	703.5
Dilutive effect of stock options	0.8	0.8	1.2
Dilutive effect of retention shares and units	0.8	1.0	1.4
Diluted	655.4	679.1	706.1
Earnings per share – basic	\$ 9.98	\$ 7.90	\$ 8.41
Earnings per share – diluted	\$ 9.95	\$ 7.88	\$ 8.38

Common stock options totaling 0.2 million, 0.3 million, and 0.5 million for 2021, 2020, and 2019, 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):

<i>Millions</i>	<i>Defined benefit plans</i>	<i>Foreign currency translation</i>	<i>Total</i>
Balance at January 1, 2021	\$ (1,381)	\$ (212)	\$ (1,593)
Other comprehensive income/(loss) before reclassifications	-	(44)	(44)
Amounts reclassified from accumulated other comprehensive income/(loss) [a]	723	-	723
Net year-to-date other comprehensive income/(loss), net of taxes of (\$237) million	723	(44)	679
Balance at December 31, 2021	\$ (658)	\$ (256)	\$ (914)
Balance at January 1, 2020	\$ (1,150)	\$ (206)	\$ (1,356)
Other comprehensive income/(loss) before reclassifications	2	(6)	(4)
Amounts reclassified from accumulated other comprehensive income/(loss) [a]	(233)	-	(233)
Net year-to-date other comprehensive income/(loss), net of taxes of \$75 million	(231)	(6)	(237)
Balance at December 31, 2020	\$ (1,381)	\$ (212)	\$ (1,593)

[a] 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 cost. See Note 5 for additional details.

10. Accounts Receivable

Accounts receivable includes freight and other receivables reduced by an allowance for doubtful accounts. At December 31, 2021 and 2020, our accounts receivable were reduced by \$10 million and \$17 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. Receivables classified as other assets were reduced by allowances of \$51 million at both December 31, 2021 and 2020.

Receivables Securitization Facility – The Railroad maintains an \$800 million, 3-year receivables securitization facility (the Receivables Facility) maturing in July 2022. 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 \$300 million and \$0 at December 31, 2021 and 2020, respectively. The Receivables Facility was supported by \$1.3 billion and \$1.2 billion of accounts receivable as collateral at December 31, 2021 and 2020, 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 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 \$4 million, \$7 million, and \$14 million for 2021, 2020, and 2019, 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):

<i>Millions, Except Estimated Useful Life</i>					
<i>As of December 31, 2021</i>					
	<i>Cost</i>	<i>Accumulated</i>	<i>Net Book</i>	<i>Estimated</i>	
		<i>Depreciation</i>	<i>Value</i>	<i>Useful Life</i>	
Land	\$ 5,339	\$ N/A	\$ 5,339	N/A	
Road:					
Rail and other track material	17,980	6,844	11,136	44	
Ties	11,364	3,516	7,848	34	
Ballast	6,070	1,852	4,218	34	
Other roadway [a]	21,593	4,657	16,936	47	
Total road	57,007	16,869	40,138	N/A	
Equipment:					
Locomotives	9,371	3,779	5,592	17	
Freight cars	2,227	822	1,405	24	
Work equipment and other	1,161	411	750	18	
Total equipment	12,759	5,012	7,747	N/A	
Technology and other	1,209	523	686	12	
Construction in progress	961	-	961	N/A	
Total	\$ 77,275	\$ 22,404	\$ 54,871	N/A	

<i>Millions, Except Estimated Useful Life</i>					
<i>As of December 31, 2020</i>					
	<i>Cost</i>	<i>Accumulated</i>	<i>Net Book</i>	<i>Estimated</i>	
		<i>Depreciation</i>	<i>Value</i>	<i>Useful Life</i>	
Land	\$ 5,246	\$ N/A	\$ 5,246	N/A	
Road:					
Rail and other track material	17,620	6,631	10,989	42	
Ties	11,051	3,331	7,720	34	
Ballast	5,926	1,753	4,173	34	
Other roadway [a]	21,030	4,329	16,701	48	
Total road	55,627	16,044	39,583	N/A	
Equipment:					
Locomotives	9,375	3,555	5,820	17	
Freight cars	2,118	789	1,329	25	
Work equipment and other	1,107	351	756	18	
Total equipment	12,600	4,695	7,905	N/A	
Technology and other	1,199	520	679	13	
Construction in progress	748	-	748	N/A	
Total	\$ 75,420	\$ 21,259	\$ 54,161	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 (i) inflation indices published by the Bureau of Labor Statistics and (ii) 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: (i) is unusual, (ii) is material in amount, and (iii) 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 \$2.1 billion for 2021, \$2.0 billion for 2020, and \$2.3 billion for 2019.

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.

Brazos Yard Impairment – In the fourth quarter of 2020, we made the strategic decision that our Brazos yard investments made to date will be used for freight car block swapping activities, rather than proceeding with additional investments required to complete the freight car classification yard. As a result, we recorded a non-cash impairment charge of \$278 million, recognized in other expense in our Consolidated Statements of Income. The Brazos yard investment was recorded as construction in progress as it had not yet been placed into service. We estimated the fair value of the remaining Brazos investments not used for freight car block swapping activities based on market values of similar assets, which are Level 2 inputs.

12. Accounts Payable and Other Current Liabilities

<i>Millions</i>	<i>Dec. 31,</i> 2021	<i>Dec. 31,</i> 2020
Income and other taxes payable	\$ 823	\$ 635
Accounts payable	752	612
Accrued wages and vacation	352	340
Interest payable	330	326
Current operating lease liabilities (Note 16)	330	321
Accrued casualty costs	187	177
Equipment rents payable	98	101
Other	706	592
Total accounts payable and other current liabilities	\$ 3,578	\$ 3,104

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, 2021, the Company had \$46 million of short-term investments. 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, 2021, the fair value of total debt was \$32.9 billion, approximately \$3.2 billion more than the carrying value. At December 31, 2020, the fair value of total debt was \$31.9 billion, approximately \$5.1 billion more 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, 2021 and 2020 is summarized below:

<i>Millions</i>	2021	2020
Notes and debentures, 2.2% to 7.1% due through April 6, 2071	\$ 29,508	\$ 26,608
Equipment obligations, 2.6% to 6.2% due through January 2, 2031	848	885
Commercial paper, 0.2% to 0.3% due through January 26, 2022	400	75
Finance leases, 3.1% to 8.0% due through December 10, 2028	336	449
Receivables Facility (Note 10)	300	-
Term loans - floating rate, due August 31, 2022	100	250
Unamortized discount and deferred issuance costs	(1,763)	(1,538)
Total debt	29,729	26,729
Less: current portion	(2,166)	(1,069)
Total long-term debt	\$ 27,563	\$ 25,660

Debt Maturities – The following table presents aggregate debt maturities as of December 31, 2021, excluding market value adjustments:

<i>Millions</i>	
2022	\$ 2,180
2023	1,385
2024	1,439
2025	1,429
2026	1,016
Thereafter	24,043
Total principal	31,492
Unamortized discount and deferred issuance costs	(1,763)
Total debt	\$ 29,729

Equipment Encumbrances – Equipment with a carrying value of approximately \$1.2 billion and \$1.3 billion at December 31, 2021 and 2020, respectively, served as collateral for finance leases and other types of equipment obligations in accordance with the secured financing arrangements utilized to acquire or refinance such railroad equipment.

Debt Redemptions – On November 1, 2020, we redeemed all \$500 million of outstanding 4.0% notes due February 1, 2021, at a redemption price equal to 100% of the principal amount of the notes plus accrued and unpaid interest.

Debt Exchange - On April 6, 2021, we exchanged approximately \$1.7 billion of various outstanding notes and debentures due between 2028 and 2065 (Existing Notes) for \$701 million of 2.891% notes due April 6, 2036 (New 2036 Notes) and \$1.0 billion of 3.799% notes due April 6, 2071 (New 2071 Notes), plus cash consideration of approximately \$257 million in addition to \$14 million for accrued and unpaid interest on the Existing Notes. In accordance with ASC 470-50-40, *Debt-Modifications and Extinguishments-Derecognition*, this transaction was accounted for as a debt exchange, as the exchanged debt instruments are not considered to be substantially different. The cash consideration was recorded as an adjustment to the carrying value of debt, and the balance of the unamortized discount and issue costs from the Existing Notes is being amortized as an adjustment of interest expense over the terms of the new notes. No gain or loss was recognized as a result of the exchange. Costs related to the debt exchange that were payable to parties other than the debt holders totaled approximately \$13 million and were included in interest expense during 2021.

On September 16, 2020, we exchanged \$1,047 million of various outstanding notes and debentures due between May 1, 2037, and March 1, 2049 (the Existing Notes), for \$1,047 million of 2.973% notes (the New Notes) due September 16, 2062, plus cash consideration of approximately \$319 million in addition to \$4 million for accrued and unpaid interest on the Existing Notes. In accordance with ASC 470-50-40, *Debt-Modifications and Extinguishments-Derecognition*, this transaction was accounted for as a debt exchange, as the exchanged debt instruments are not considered to be substantially different. The cash consideration was recorded as an adjustment to the carrying value of debt, and the balance of the unamortized discount and issue costs from the Existing Notes is being amortized as an adjustment of interest expense over the terms of the New Notes. No gain or loss was recognized as a result of the exchange. Costs related to the debt exchange that were payable to parties other than the debt holders totaled approximately \$9 million and were included in interest expense during the quarter ended September 30, 2020.

Credit Facilities – At December 31, 2021, 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 2021. 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 LIBOR, plus a spread, depending upon credit ratings for our senior unsecured debt. The 5-year facility, set to expire on June 8, 2023, requires UPC to maintain a debt-to-EBITDA (earnings before interest, taxes, depreciation, and amortization) coverage ratio.

The definition of debt used for purposes of calculating the 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, 2021, the Company was in compliance with the debt-to-EBITDA coverage ratio, which allows us to carry up to \$41.2 billion of debt (as defined in the Facility), and we had \$31.5 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 2021, we issued \$2.1 billion and repaid \$1.8 billion of commercial paper with maturities ranging from 7 to 86 days. As of December 31, 2021 and 2020, we had \$400 million and \$75 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.

In May 2020, we entered into three bilateral revolving credit lines, totaling \$600 million of available credit. Since entering into the three bilateral revolving credit lines, we drew \$300 million and repaid \$300 million. All three bilateral revolving credit lines matured by May 18, 2021.

Shelf Registration Statement and Significant New Borrowings – We filed an automatic shelf registration statement with the SEC that became effective on February 10, 2021. The Board of Directors authorized the issuance of up to \$6 billion of debt securities, replacing the prior Board authorization in November 2019, which had \$2.25 billion of authority remaining. 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 2021, we issued the following unsecured, fixed-rate debt securities under our shelf registration:

<i>Date</i>	<i>Description of Securities</i>
May 20, 2021	\$850 million of 2.375% Notes due May 20, 2031 \$1.0 billion of 3.200% Notes due May 20, 2041
September 10, 2021	\$650 million of 3.550% Notes due May 20, 2061 \$150 million of 2.375% Notes due May 20, 2031 \$850 million of 2.950% Notes due March 10, 2052

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, 2021, we had remaining authority to issue up to \$2.5 billion of debt securities under our shelf registration.

On February 3, 2022, the Board of Directors renewed its authorization for the Company to issue up to \$12.0 billion of debt securities under the Shelf. This reauthorization replaces the authorization in 2021.

Receivables Securitization Facility – As of December 31, 2021 and 2020, we recorded \$300 million and \$0, respectively, of borrowings under our Receivables Facility, as secured debt. (See further discussion of our receivables securitization facility in Note 10.)

LIBOR Transition – Each of our \$2.0 billion revolving credit facility, term loan, and Receivables Facility currently use LIBOR as the benchmark for the floating interest rates. Authorities that regulate LIBOR have announced plans to phase out LIBOR so that it will, at some point, cease to exist as a benchmark for floating interest rates. To address the phase out of LIBOR, the agreements for substantially all of these facilities include a mechanism to replace LIBOR with an alternative rate or benchmark under specified circumstances through an amendment to the agreements. As part of this process, we will need to renegotiate our agreements to reference that alternative rate or benchmark, and may need to modify our existing benchmark replacement language, or obtain replacement facilities.

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 \$1.1 billion as of December 31, 2021, 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:

<i>Millions</i>	<i>Classification</i>	<i>Dec. 31, 2021</i>	<i>Dec. 31, 2020</i>
Assets			
Operating leases	Operating lease assets	\$ 1,787	\$ 1,610
Finance leases	Properties, net [a]	366	370
Total leased assets		\$ 2,153	\$ 1,980
Liabilities			
Current			
Operating	Accounts payable and other current liabilities	\$ 330	\$ 321
Finance	Debt due within one year	92	109
Noncurrent			
Operating	Operating lease liabilities	1,429	1,283
Finance	Debt due after one year	244	340
Total lease liabilities		\$ 2,095	\$ 2,053

[a] Finance lease assets are recorded net of accumulated amortization of \$687 million and \$737 million as of December 31, 2021 and 2020, respectively.

The lease cost components are classified as follows:

<i>Millions</i>	<i>Dec 31, 2021</i>	<i>Dec 31, 2020</i>
Operating lease cost [a]	\$ 303	\$ 317
Short-term lease cost	25	26
Variable lease cost	11	10
Finance lease cost		
Amortization of leased assets [b]	69	66
Interest on lease liabilities [c]	20	27
Net lease cost	\$ 428	\$ 446

[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, 2021:

<i>Millions</i>	<i>Operating Leases</i>	<i>Finance Leases</i>	<i>Total</i>
2022	\$ 333	\$ 107	\$ 440
2023	293	81	374
2024	285	68	353
2025	285	45	330
2026	215	36	251
After 2026	555	41	596
Total lease payments	\$ 1,966	\$ 378	\$ 2,344
Less: Interest	207	42	249
Present value of lease liabilities	\$ 1,759	\$ 336	\$ 2,095

The following table presents the weighted average remaining lease term and discount rate:

	<i>Dec. 31, 2021</i>
Weighted-average remaining lease term (years)	
Operating leases	7.3
Finance leases	4.8
Weighted-average discount rate (%)	
Operating leases	3.2
Finance leases	4.9

The following table presents other information related to our operating and finance leases for the years ended December 31:

<i>Millions</i>	<i>2021</i>	<i>2020</i>
Cash paid for amounts included in the measurement of lease liabilities		
Operating cash flows from operating leases	\$ 292	\$ 323
Investing cash flows from operating leases	27	30
Operating cash flows from finance leases	26	29
Financing cash flows from finance leases	106	113
Leased assets obtained in exchange for finance lease liabilities	-	-
Leased assets obtained in exchange for operating lease liabilities	442	93

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. To the extent possible, we have recorded a liability where asserted and unasserted claims are considered probable and where such claims can be reasonably estimated. We 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.

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 94% of the recorded liability is related to asserted claims and approximately 6% is related to unasserted claims at December 31, 2021. 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 \$325 million to \$358 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:

<i>Millions</i>	2021	2020	2019
Beginning balance	\$ 270	\$ 265	\$ 271
Current year accruals	93	72	78
Changes in estimates for prior years	48	(3)	(11)
Payments	(86)	(64)	(73)
Ending balance at December 31	\$ 325	\$ 270	\$ 265
Current portion, ending balance at December 31	\$ 64	\$ 60	\$ 63

Environmental Costs – We are subject to federal, state, and local environmental laws and regulations. We have identified 376 sites where we are or may be liable for remediation costs associated with alleged contamination or for violations of environmental requirements. This includes 28 sites that are the subject of actions taken by the U.S. government, 18 of which 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:

<i>Millions</i>	2021	2020	2019
Beginning balance	\$ 233	\$ 227	\$ 223
Accruals	69	76	67
Payments	(59)	(70)	(63)
Ending balance at December 31	\$ 243	\$ 233	\$ 227
Current portion, ending balance at December 31	\$ 60	\$ 65	\$ 62

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 FELA claims and property coverage 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, 2019, our Board of Directors authorized the repurchase of up to 150 million shares of our common stock by March 31, 2022, 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. As of December 31, 2021, we repurchased a total of \$48.2 billion of our common stock since commencement of our repurchase programs in 2007. The table below represents shares repurchased under repurchase programs during 2021 and 2020:

	Number of Shares		Average Price Paid [a]	
	2021	2020	2021	2020
First quarter [b]	6,691,421	14,305,793	\$ 209.50	\$ 178.66
Second quarter [c]	12,204,409	-	222.46	-
Third quarter [d]	8,604,239	4,045,575	210.31	98.87
Fourth quarter	5,837,551	3,780,743	233.71	198.07
Total	33,337,620	22,132,111	\$ 218.69	\$ 167.39
Remaining number of shares that may be repurchased under current authority				77,685,350

[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 2021 and 2020 accelerated share repurchase programs was \$217.56 and \$155.86, respectively.

[b] Includes 8,786,380 shares repurchased in February 2020 under accelerated share repurchase programs.

[c] Includes 7,209,156 shares repurchased in May 2021 under accelerated share repurchase programs.

[d] Includes an incremental 1,983,859 and 4,045,575 shares received upon final settlement in September 2021 and July 2020, respectively, under accelerated share repurchase programs.

Management's assessments of market conditions and other pertinent factors guide the timing 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 and fees.

From January 1, 2022, through February 3, 2022, we repurchased 2.4 million shares at an aggregate cost of approximately \$590 million.

On February 3, 2022, the Board of Directors approved a new share repurchase authorization, enabling the Company to buy up to 100 million of its common shares by March 31, 2025. The new authorization is effective April 1, 2022, and replaces the current authorization, which will expire on March 31, 2022.

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 May 26, 2021, the Company received 7,209,156 shares of its common stock repurchased under ASRs for an aggregate of \$2.0 billion. Upon settlement of these ASRs in the third quarter of 2021, we received 1,983,859 additional shares.

On February 19, 2020, the Company received 8,786,380 shares of its common stock repurchased under ASRs for an aggregate of \$2.0 billion. Upon settlement of these ASRs in the third quarter of 2020, we received 4,045,575 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 36.79% 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 \$1.6 billion and \$1.5 billion recognized as investments related to TTX in our Consolidated Statements of Financial Position as of December 31, 2021 and 2020, respectively. TTX car hire expenses of \$375 million in 2021, \$375 million in 2020, and \$407 million in 2019 are included in equipment and other rents in our Consolidated Statements of Income. In addition, UPRR had accounts payable to TTX of \$57 million and \$59 million at December 31, 2021 and 2020, 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, 2021. 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, 2021, 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 3, 2022

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, 2021, 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, 2021, 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, 2021, of the Corporation and our report dated February 4, 2022, 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 4, 2022

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 Section 16(a) Beneficial Ownership Reporting Compliance 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 2021, Outstanding Equity Awards at 2021 Fiscal Year-End, Option Exercises and Stock Vested in Fiscal Year 2021, Pension Benefits at 2021 Fiscal Year-End, Nonqualified Deferred Compensation at 2021 Fiscal Year-End, Potential Payments Upon Termination or Change in Control and Director Compensation in Fiscal Year 2021 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 Interlocks and Insider Participation and Compensation Committee Report segments 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.

Item 13. Certain Relationships and Related Transactions and Director Independence

Information on related transactions is set forth in the Certain Relationships and Related Transactions and Compensation Committee Interlocks and Insider Participation segments 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: (i) audit fees, (ii) audit-related fees, (iii) tax fees, and (iv) 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 Audit Committee 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 [33](#).

(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 [64](#). 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

<u>Exhibit No.</u>	<u>Description</u>
<u>Filed with this Statement</u>	
10(a)†	Form of Performance Stock Unit Agreement dated February 3, 2022.
10(b)†	Form of Non-Qualified Stock Option Agreement for Executives dated February 3, 2022.
10(c)†	Union Pacific Corporation Key Employee Continuity Plan, as amended December 10, 2021.
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 - Lance M. Fritz.
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 - Lance M. Fritz 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, 2021 (filed with the SEC on February 4, 2022), formatted in Inline Extensible Business Reporting Language (iXBRL) includes (i) Consolidated Statements of Income for the years ended December 31, 2021, 2020, and 2019, (ii) Consolidated Statements of Comprehensive Income for the years ended December 31, 2021, 2020, and 2019, (iii) Consolidated Statements of Financial Position at December 31, 2021 and 2020, (iv) Consolidated Statements of Cash Flows for the years ended December 31, 2021, 2020, and 2019, (v) Consolidated Statements of Changes in Common Shareholders' Equity for the years ended December 31, 2021, 2020, and 2019, and (vi) 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 2.375% Note due 2031 is incorporated by reference to Exhibit 4.1 to the Corporation's Current Report on Form 8-K dated May 20, 2021.](#)
- 4(e) [Form of 3.200% Note due 2041 is incorporated by reference to Exhibit 4.2 to the Corporation's Current Report on Form 8-K dated May 20, 2021.](#)
- 4(f) [Form of 3.550% Note due 2061 is incorporated by reference to Exhibit 4.3 to the Corporation's Current Report on Form 8-K dated May 20, 2021.](#)
- 4(g) [Form of 2.375% Note due 2031 is incorporated by reference to Exhibit 4.1 to the Corporation's Current Report on Form 8-K dated September 10, 2021.](#)
- 4(h) [Form of 2.950% Note due 2052 is incorporated by reference to Exhibit 4.2 to the Corporation's Current Report on Form 8-K dated September 10, 2021.](#)
- 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(d)† [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(e)† [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(f)† [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(g)† [Supplemental Pension Plan for Officers and Managers \(409A Non-Grandfathered Component\) of Union Pacific Corporation and Affiliates, as amended December 9, 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, 2020.](#)

- 10(h)† [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(i)† [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(j)† [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(k)† [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(l)† [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(m)† [UPC 2004 Stock Incentive Plan amended March 1, 2013, is incorporated herein by reference to Exhibit 10\(g\) to the Corporation's Quarterly Report on Form 10-Q for the quarter ended March 31, 2013.](#)
- 10(n)† [Union Pacific Corporation Policy for Recoupment of Incentive Compensation, effective January 1, 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, 2019.](#)
- 10(o)† [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(p)† [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(q)† [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(r) [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(s) [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(t) [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(u)† [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, 2012.](#)
- 10(v)† [Form of Stock Unit Agreement for Executives is incorporated herein by reference to Exhibit 10\(b\) to the Corporation's Annual Report on Form 10-K for the year ended December 31, 2012.](#)

10(w)†	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(x)†	Form of Stock Unit Agreement for Executives is incorporated herein by reference to Exhibit 10(b) to the Corporation's Annual Report on Form 10-K for the year ended December 31, 2013.
10(y)†	Form of 2019 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, 2018.
10(z)†	Form of 2020 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, 2019.
10(aa)†	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(bb)†	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.

† 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 4th day of February, 2022.

UNION PACIFIC CORPORATION

By /s/ Lance M. Fritz
Lance M. Fritz,
Chairman, President and
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 4th day of February, 2022, by the following persons on behalf of the registrant and in the capacities indicated.

PRINCIPAL EXECUTIVE OFFICER AND DIRECTOR:

By /s/ Lance M. Fritz
Lance M. Fritz,
Chairman, President and
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,
Vice President and Controller

DIRECTORS:

Andrew H. Card, Jr.*
William J. DeLaney*
David B. Dillon*
Sheri H. Edison*
Deborah C. Hopkins*

Jane H. Lute*
Michael R. McCarthy*
Thomas F. McLarty III*
Jose H. Villarreal*
Christopher J. Williams*

* By /s/ Craig V. Richardson
Craig V. Richardson, Attorney-in-fact

**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 Incentive 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 Incentive 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 (2022, 2023 and 2024) 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 (2022, 2023 and 2024) 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, 2022, 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, 2023, 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, 2024, 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 2022, 2023 or 2024 (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).

PROTECTION OF CONFIDENTIAL INFORMATION AND TRADE SECRETS

7. 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").

8. TYPES OF CONFIDENTIAL INFORMATION OR TRADE SECRETS

You acknowledge that you developed 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 (x) 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 (y) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

9. 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.

10. PRIOR NOTICE OF EMPLOYMENT

(i) 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 13, 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.

(ii) If you and the Sr. HR Officer are unable to reach agreement on this issue, you agree to submit this issue to arbitration as set forth in Section 16 below, for final resolution. You cannot begin to work for another person or entity engaged in the Business as defined in Section 13, until the Sr. HR Officer or an arbitrator has determined that such employment could reasonably be expected to be performed without improper disclosure of the Company's Confidential Information or Trade Secrets.

11. NON-SOLICITATION OF CUSTOMERS

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 13.

12. NON-SOLICITATION OF EMPLOYEES

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.

13. NON-COMPETITION

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 which is the same and/or substantially the same as or competitive with the Business (as defined below) including, 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, in any market in which the Company conducts its Business. 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. This Section 13 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.

14. INJUNCTIVE RELIEF

You agree that each of the restraints contained herein is 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; 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 Sections 7, 8, 9, 10, 11, 12, or 13, 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 15 and 16, shall be entitled to injunctive relief against your breach or threaten breach of said covenants. You and the Company further agree that, in the event that any one or more of the provisions of Sections 7, 8, 9, 10, 11, 12, or 13 shall be determined by any court of competent jurisdiction to be unenforceable by reason of its being overly broad as to time and/or scope, such provision shall be deemed to be modified to permit its enforcement to the maximum extent permitted by law.

15. VIOLATION OF PROMISES

You agree that if you violate any one or more of the promises set forth in Sections 7, 8, 9, 10, 11, 12, or 13, 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 Award 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 Sections 7, 8, 9, 10, 11, 12, or 13, 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 16 and 18 below. In addition, in lieu of or in addition to any remedy provided for in Section 14, 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 Award 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.

GENERAL

16. DISPUTE RESOLUTION

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 at the point at which you or the Company seek a judicial forum to resolve the matter, this agreement for binding arbitration becomes 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.

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 Salt Lake City, Utah, under its rules for employment disputes. There shall be a single arbitrator, chosen in accordance with such rules, who at such time shall be on AAA's Judicial Panel. 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. The arbitrator will have no authority to order a modification or amendment of these Standard Terms and Conditions. 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.

Notwithstanding the foregoing, the Company may seek injunctive relief to enforce any one or more of the employee covenants set forth in Sections 7, 8, 9, 10, 11, 12, 13 or 15 of these Terms and Conditions, in a court of competent jurisdiction as set forth in Section 18 below.

17. 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.

18. 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 respect to any claim or dispute involving your Award and/or these Standard Terms and Conditions that is not subject to the arbitration pursuant to Section 16 hereof, 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). With respect to employees who are subject to California law, Sections 10(ii), 11, and 13 shall not apply.

19. 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.

20. RESTRICTIONS ON REALES 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.

21. 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).

22. 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 6 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 Sections 7, 8, 9, 10, 11, 12 and 13.

23. CLAWBACK AND RECOUPMENT

If you are or become a Covered Person under the Company's Policy for Recoupment of Incentive 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 Incentive 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.

24. 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.

25. 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.

**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 Incentive 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 Incentive 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 Incentive 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 Incentive 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, 2022, (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.

PROTECTION OF CONFIDENTIAL INFORMATION AND TRADE SECRETS

5. 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").

6. TYPES OF CONFIDENTIAL INFORMATION OR TRADE SECRETS

You acknowledge that you developed 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 (x) 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 (y) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

7. 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.

8. PRIOR NOTICE OF EMPLOYMENT, ETC.

(i) 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 11, this 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.

(ii) If you and the Sr. HR Officer are unable to reach agreement on this issue, you agree to submit this issue to arbitration as set forth in Section 14 below, for final resolution. You cannot begin to work for another person or entity engaged in the Business of the Company as defined in Section 11, until the Sr. HR Officer or an arbitrator has determined that such employment could reasonably be expected to be performed without improper disclosure of the Company's Confidential Information or Trade Secrets.

9. NON-SOLICITATION OF CUSTOMERS

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 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 Option until such Option has fully vested (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.

10. NON-SOLICITATION OF EMPLOYEES

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.

11. NON-COMPETITION

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 which is the same or substantially the same as or competitive with the Business (as defined below) including, 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, in any market in which the Company conducts its Business. 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. This Section 11 is not intended to prevent you from engaging in any activity that is not substantially the same as or competitive with the Business.

12. INJUNCTIVE RELIEF

You agree that each of the restraints contained herein is 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; 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 of the covenants contained in Sections 5, 6, 7, 8, 9, 10 or 11, 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 13 and 14, shall be entitled to injunctive relief against your breach or threaten breach of said covenants. You and the Company further agree that, in the event that any one or more of the provisions of Sections 5, 6, 7, 8, 9, 10 or 11 shall be determined by any court of competent jurisdiction to be unenforceable by reason of its being overly broad as to time and/or scope, such provision shall be deemed to be modified to permit its enforcement to the maximum extent permitted by law.

13. VIOLATION OF PROMISES

You agree that if you violate any one or more of your promises set forth in Sections 5, 6, 7, 8, 9, 10 or 11, then, in lieu of or in addition to any other remedies available to Company as permitted by applicable law, the Option, to the extent then unexercised, whether vested or unvested, shall be immediately forfeited and cancelled. If at any time the Committee or Sr. HR Officer notifies (the date such notice is provided, the "Notice Date") the Company that they believe that you have violated any one or more of the promises set forth in Sections 5, 6, 7, 8, 9, 10 or 11, the vesting of your Option may be suspended pending a determination of whether you violated any such provision by a tribunal specified in Section 14 and 16 below. In addition, in lieu of or in addition to any remedy provided for in Section 12, at any time the Company may seek in any such proceeding that you be required to immediately deliver to the Company an amount (in cash or in shares of Common Stock) equal to the market value (on the date of exercise) of any shares of Common Stock acquired on exercise of the Option less the exercise price paid for such shares acquired by you upon exercise of the Option 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) 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 against any amount that might be owed to you by the Company.

GENERAL

14. DISPUTE RESOLUTION

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 at the point at which you or the Company seek a judicial forum to resolve the matter, this agreement for binding arbitration becomes 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.

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 Salt Lake City, Utah, under its rules for employment disputes. There shall be a single arbitrator, chosen in accordance with such rules, who at such time shall be on AAA's Judicial Panel. 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. The arbitrator will have no authority to order a modification or amendment of these Standard Terms and Conditions. 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.

Notwithstanding the foregoing, the Company may seek to enforce the employee covenants set forth in Sections 5, 6, 7, 8, 9, 10, 11 or 13 above, in any court of competent jurisdiction as set forth in Section 16 below.

15. 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.

16. 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 respect to any claim or dispute involving your grant of the Option and/or these Standard Terms and Conditions that is not subject to arbitration pursuant to Section 14 hereof, 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 grant of the Option and these Standard Terms and Conditions (including all terms incorporated by reference into these Standard Terms and Conditions). With respect to employees who are subject to California law, Sections 8(ii), 9 and 11 shall not apply.

17. 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.

18. RESTRICTIONS ON REALES 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 optionholders and (c) restrictions as to the use of a specified brokerage firm for such resales or other transfers.

19. 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).

20. 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 20. 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 Sections 5, 6, 7, 8, 9, 10 and 11.

21. CLAWBACK AND RECOUPMENT

If you are or become a Covered Person under the Company's Policy for Recoupment of Incentive 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 Incentive 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.

22. 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 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 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 exercise of the Option or any part of it, which shares shall remain subject to the conditions set forth in these Standard Terms and Conditions. Nothing in the Plan, in 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.

23. OTHER AGREEMENTS SUPERSEDED

The Grant Notice, these Standard Terms and Conditions and the Plan constitute the entire understanding between you and the Company regarding the Option. Any prior agreements, commitments or negotiations concerning the Option are superseded.

**UNION PACIFIC CORPORATION
KEY EMPLOYEE CONTINUITY PLAN**

Dated as of November 16, 2000

(as amended and restated effective as of January 1, 2009 and as further amended February 3, 2011, February 6, 2014 and December 10, 2021)

(The severance benefits provided under this Plan are subject to the terms and limitation of the Board of Director's Policy Regarding Shareholder Approval of Future Severance Agreements, adopted on September 25, 2003)

UNION PACIFIC CORPORATION
KEY EMPLOYEE CONTINUITY PLAN
(as amended and restated effective as of January 1, 2009
and as further amended February 3, 2011, February 6, 2014 and December 10, 2021)

The Company heretofore adopted, effective as of November 16, 2000, the Union Pacific Corporation Key Employee Continuity Plan for the benefit of certain employees of the Company and its Affiliates (the "Plan"). The Plan is hereby amended and restated in its entirety, effective as of January 1, 2009, to reflect the requirements of Section 409A of the Code. The Plan was further amended February 3, 2011, February 6, 2014 and December 10, 2021. All capitalized terms used herein are defined in Section 1 hereof. The Plan, as a "severance pay arrangement" within the meaning of Section 3(2)(B) (i) of ERISA, is intended to be excepted from the definitions of "employee pension benefit plan" and "pension plan" set forth under Section 3(2) of ERISA, and is intended to meet the descriptive requirements of a plan constituting a "severance pay plan" within the meaning of regulations published by the Secretary of Labor at Title 29, Code of Federal Regulations, § 2510.3-2(b).

SECTION 1. **DEFINITIONS.** As hereinafter used:

SECTION 1.1 "Affiliate" shall have the meaning set forth in Rule 12b-2 under Section 12 of the Exchange Act.

SECTION 1.2 "Beneficial Owner" shall have the meaning set forth in Rule 13d-3 under the Exchange Act.

SECTION 1.3 "Board" means the Board of Directors of the Company.

SECTION 1.4 "Cause" means (i) the willful and continued failure by the Eligible Employee to substantially perform the Eligible Employee's duties with the Employer (other than any such failure resulting from the Eligible Employee's incapacity due to physical or mental illness), or (ii) the willful engaging by the Eligible Employee in conduct which is demonstrably injurious to the Company, monetarily or otherwise. For purposes of this definition, no act, or failure to act, on the Eligible Employee's part shall be deemed "willful" unless done, or omitted to be done, by the Eligible Employee not in good faith or without reasonable belief that the Eligible Employee's act, or failure to act, was in the best interest of the Company.

SECTION 1.5 A "Change in Control" shall be deemed to have occurred if the event set forth in any one of the following paragraphs shall have occurred:

(i) any Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company (not including in the securities beneficially owned by such Person any securities acquired directly from the Company or its Affiliates) representing 20% or more of the combined voting power of the Company's then outstanding securities, excluding any Person who becomes such a Beneficial Owner in connection with a transaction described in clause (A) of paragraph (iii) below; or

(ii) the following individuals cease for any reason to constitute a majority of the number of directors then serving: individuals who, on November 16, 2000, constitute the Board and any new director (other than a director whose initial assumption of office is in connection with an actual or threatened election contest, including but not limited to a consent solicitation, relating to the election of directors of the Company) whose appointment or election by the Board or nomination for election by the Company's shareholders was approved or recommended by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors on the date hereof or whose appointment, election or nomination for election was previously so approved or recommended; or

(iii) there is consummated a merger or consolidation of the Company or any direct or indirect subsidiary of the Company with any other corporation, other than (A) a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior to such merger or consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or any parent thereof) more than 50% of the combined voting power of the securities of the Company or such surviving entity or any parent thereof outstanding immediately after such merger or consolidation or (B) a merger or consolidation effected to implement a recapitalization of the Company (or similar transaction) in which no Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company (not including in the securities Beneficially Owned by such Person any securities acquired directly from the Company or its Affiliates) representing 20% or more of the combined voting power of the Company's then outstanding securities; or

(iv) the shareholders of the Company approve a plan of complete liquidation or dissolution of the Company or there is consummated an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets, other than a sale or disposition by the Company of all or substantially all of the Company's assets to an entity, more than 50% of the combined voting power of the voting securities of which is owned by shareholders of the Company in substantially the same proportions as their ownership of the Company immediately prior to such sale.

SECTION 1.6 "Code" means the Internal Revenue Code of 1986, as it may be amended from time to time.

SECTION 1.7 "Company," means Union Pacific Corporation, a Utah corporation, or any successors thereto.

SECTION 1.8 "Eligible Employee" means any employee who is a Tier 1, Tier 2 or Tier 3 Employee. An Eligible Employee becomes a "Severed Employee" once he or she incurs a Severance.

SECTION 1.9 “Employer” means the Company or any of its Affiliates which is an employer of an Eligible Employee.

SECTION 1.10 “Equity Award” shall mean stock options, restricted stock, restricted stock units and other similar equity-based awards which are granted to an Eligible Employee by the Company (excluding, however, restricted stock unit awards made under the Company’s 2006 Long Term Plan, 2007 Long Term Plan, 2008 Long Term Plan, or any similar awards with performance criteria made under a long term incentive plan adopted by the Company subsequent to the date hereof).

SECTION 1.11 “Exchange Act” shall mean the Securities Exchange Act of 1934, as amended from time to time.

SECTION 1.12 “Good Reason” means the occurrence, on or after the date of a Change in Control and without the affected Eligible Employee's written consent, of any of the following: (i) the assignment to the Eligible Employee of duties that are materially inconsistent with the Eligible Employee's duties immediately prior to the Change in Control (other than pursuant to a transfer or promotion to a position of equal or enhanced responsibility or authority) or any material diminution in the nature or scope of the Eligible Employee's responsibilities from those in effect immediately prior to the Change in Control; (ii) a reduction by the Employer (or any member of the Parent Group) in the Eligible Employee's annual base salary or annual incentive opportunity from that in effect immediately prior to the Change in Control (or, if higher, immediately preceding any such reduction); provided, however, that such reduction results in a material diminution in the total package of compensation and benefits provided to the Eligible Employee for performing services from that in effect immediately prior to the Change in Control (or, if higher, immediately preceding any such reduction); (iii) a material reduction by the Employer (or any member of the Parent Group) in the pension, thrift, medical or long term disability benefits provided to the Eligible Employee from those provided to the Eligible Employee immediately prior to the Change in Control; provided, however, that such reduction results in a material diminution in the total package of compensation and benefits provided to the Eligible Employee for performing services from that in effect immediately prior to the Change in Control (or, if higher, immediately preceding any such reduction); or (iv) the failure by any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise), to all or substantially all of the business and/or assets of the Company, to expressly assume and agree to perform this Plan in the same manner and to the same extent that the Company would be required to perform it if no succession had taken place.

(a) The Eligible Employee must notify the Employer of the existence of the reason or condition that the Eligible Employee believes would permit a separation from service for Good Reason within ninety (90) days of the initial existence of such reason or condition. The Employer (or member of the Parent Group, as applicable) shall, following receipt of such notice, have a period of not less than thirty (30) days to cure the condition and not be required to pay the Severance Payment or provide any other payment or benefit described in Section 2 that is conditioned on the Eligible Employee’s Severance. The Employer may establish procedures with respect to the notice and cure provisions described above, consistent with Treas. Reg. § 1.409A-1(n), and may in appropriate circumstances waive part or all of the above-described cure period.

SECTION 1.13 “Parent” shall mean the ultimate parent, if any, of the Company after a Change in Control.

SECTION 1.14 “Parent Group” shall mean, collectively, the Parent and its Affiliates.

SECTION 1.15 “Person” shall have the meaning given in Section 3(a)(9) of the Exchange Act, as modified and used in Sections 13(d) and 14(d) thereof, except that such term shall not include (i) the Company or any of its Affiliates, (ii) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any of its subsidiaries, (iii) an underwriter temporarily holding securities pursuant to an offering of such securities or (iv) a corporation owned, directly or indirectly, by the shareholders of the Company in substantially the same proportions as their ownership of stock of the Company.

SECTION 1.16 “Plan” means the Union Pacific Corporation Key Employee Continuity Plan, as set forth herein, as it may be amended from time to time.

SECTION 1.17 “Plan Administrator” means the person or persons appointed from time to time by the Board which appointment may be revoked at any time by the Board.

SECTION 1.18 A “Potential Change in Control” shall be deemed to have occurred if the event set forth in any one of the following paragraphs shall have occurred:

(a) the Company enters into an agreement, the consummation of which would result in the occurrence of a Change in Control;

(b) the Company or any Person publicly announces an intention to take or to consider taking actions which, if consummated, would constitute a Change in Control;

(c) any Person becomes the Beneficial Owner, directly or indirectly, of securities of the Company (not including in the securities beneficially owned by such Person any securities acquired directly from the Company or its Affiliates) representing fifteen (15%) or more of either the then outstanding shares of common stock of the Company or the combined voting power of the Company’s then outstanding securities; or

(d) the Board adopts a resolution to the effect that a Potential Change in Control has occurred.

SECTION 1.19 “Severance” means the separation from service (as such term is defined in section 409A of the Code and the regulations promulgated thereunder) of an Eligible Employee from the Employer on or within two years following the date of the Change in Control, (i) by the Employer, other than for Cause or pursuant to mandatory retirement policies of the Employer that existed prior to the Change of Control, or (ii) by the Eligible Employee for Good Reason. An Eligible Employee will not be considered to have incurred a Severance if his or her employment is (a) discontinued by reason of the Eligible Employee’s death or a physical or mental condition causing such Eligible Employee’s inability to substantially perform his or her

duties with the Employer, including, without limitation, such condition entitling him or her to benefits under any sick pay or disability income policy or program of the Employer or (b) discontinued by reason of the divestiture of a facility, sale of a business or business unit, or the outsourcing of a business activity with which the Eligible Employee is affiliated, if the Eligible Employee is offered comparable employment by the entity which acquires such facility, business or business unit or which succeeds to such outsourced business activity and such entity agrees to assume the obligations of the Employer to the Eligible Employee under this Plan.

SECTION 1.20 “Severance Date” means the date on or after the date of the Change in Control on which an Eligible Employee incurs a Severance.

SECTION 1.21 “Severance Payment” means the payment determined pursuant to Section 2.1 hereof.

SECTION 1.22 “Tier 1 Employee” means any employee of the Employer designated as such by a resolution of the Board.

SECTION 1.23 “Tier 2 Employee” means any employee of the Employer designated as such by a resolution of the Board.

SECTION 1.24 “Tier 3 Employee” means any employee of the Employer designated as such by a resolution of the Board.

SECTION 2. BENEFITS.

SECTION 2.1 (a) Each Eligible Employee who incurs a Severance shall be entitled, subject to Section 2.6 hereof, to receive a Severance Payment equal to the product of (i) the sum of (A) such Eligible Employee’s annual base salary as in effect immediately prior to such Severance, plus (B) the average annual incentive compensation earned (or foregone at the election of the Eligible Employee) by such Eligible Employee in respect of the three (or fewer, as hereinafter described) annual incentive compensation determinations (including determinations that no annual incentive compensation will be awarded) immediately preceding the Severance (or, if higher, in respect of the three (or fewer, as hereinafter described) annual incentive compensation determinations immediately preceding the Change in Control) multiplied by (ii) in the case of a Tier 1 Employee, three (3), in the case of a Tier 2 Employee, two (2); and in the case of a Tier 3 Employee, one and one-half (1.5). For purposes of clause (A) above, annual base salary shall be determined immediately prior to the Severance (without regard to any reductions therein which constitute Good Reason) and for purposes of clause (B) above, annual incentive compensation determinations prior to 2000 (with respect to annual incentive compensation earned for plan years prior to 1999) shall be disregarded.

(b) The Severance Payment shall be paid to a Severed Employee in a cash lump sum, within twenty (20) business days immediately following the expiration of the revocation period, if any, applicable to such Severed Employee’s release described in Section 2.6; but in no event later than March 15th of the year following the calendar year in which the Severance Date occurs.

SECTION 2.2 Each Eligible Employee who incurs a Severance that occurs prior to November 1 in any calendar year shall be entitled, subject to Section 2.6 hereof, to receive a pro-rated (through the Severance Date) portion of the payment such Eligible Employee would have received under the Company's executive incentive plan (the "EIP") for the fiscal year in which the Severance Date occurs based on the actual level of performance for the year (or if the actual level of performance cannot be determined, the target level of performance). The amount of the incentive award determined under this Section 2.2 shall be paid, subject to Section 2.6, to such Eligible Employee at the same time as such other executives receive payments under the EIP for such year. For the avoidance of doubt, an Eligible Employee who incurs a Severance on or after November 1 of a calendar year shall continue to be eligible to participate in the EIP for such calendar year under the terms of the EIP.

SECTION 2.3 For a period of three years following a Severed Employee's Severance Date (or, if sooner, until such Severed Employee attains the age of fifty-two (52), at which time the Severed Employee shall become entitled to receive benefits under the Company's retiree medical benefit plans if such Severed Employee's original hire date with (A) the Company or (B) any Affiliate that on December 31, 2003 was a participating employer in the Flexible Benefits Program for Full-Time Salaried and Full-Time Hourly Employees of Union Pacific Corporation and Affiliates, is before January 1, 2004), the Company shall provide such Severed Employee and anyone entitled to claim under or through such Severed Employee all benefits under any medical or dental program to the same extent as if such Severed Employee had continued to be an employee during such period; provided, however, (a) that such Severed Employee shall pay the fair market value for such coverage (active or retiree, as applicable), as determined under section 61 of the Code and the regulations promulgated thereunder, and (b) the benefit amounts otherwise receivable by or in respect of a Severed Employee hereunder shall be reduced to the extent benefits of the same type are received by such Severed Employee from a subsequent employer (and the Severed Employee shall report the receipt of such benefits to the Company). The coverage period for purposes of the group health continuation requirements of section 4980B of the Code shall commence on the Severance Date.

SECTION 2.4 (a) Subject to Section 2.6 hereof, in the event an Eligible Employee incurs a Severance, the Eligible Employee shall become fully vested in all outstanding Equity Awards that are, at the Severance Date, unvested or subject to forfeiture restrictions. In the case of an Equity Award consisting of a stock option, such option shall continue to be exercisable for a period of three years from the Severance Date (or such longer period as may be prescribed in the plan or agreement governing such option), but in no event later than the expiration date of such option. In the case of an Equity Award consisting of restricted stock, the Company shall make payment of such restricted stock within five (5) business days following lapse of any revocation period for the release contemplated by Section 2.6.

(b) In the case of an Equity Award (or any part thereof) that is a Stock Unit (as defined in the Company's 2004 Stock Incentive Plan, as amended (or any subsequent stock incentive plan adopted by the Company) (the "Stock Plan")) granted to an Eligible Employee who incurs a Severance under this Plan, such Stock Unit shall, subject to Section 2.6 and the final sentence of this paragraph (b) regarding deferrals, be paid within five (5) business days following lapse of any revocation period for the release contemplated by Section 2.6.

Notwithstanding the foregoing, in the event that such a Severed Employee has attained Retirement Status (as defined below) prior to the Exempt Date (as defined below), the Stock Unit shall not be paid until sixty (60) days after the Severance Date, subject to Section 2.6 and the final sentence of this paragraph (b) regarding deferrals. "Retirement Status" means, (i) for Eligible Employees who were granted Stock Unit Equity Awards in 2006 and/or 2007 under the Stock Plan, an individual who, during the Restriction Period for such Equity Award, attained age 60 with eligibility for retirement under the provisions of the Company's or a subsidiary's pension plan (or who had attained such age and eligibility at the time the Stock Unit Equity Award was granted), (ii) for Eligible Employees who were granted Stock Unit Equity Awards in 2005 or in any year 2008-2010, an individual who, during the Restriction Period for such Equity Award, attained age 65 (or who had attained such age at the time the Stock Unit Equity Award was granted), (iii) for Eligible Employees who were granted a Stock Unit Equity Award in 2011, an individual who was continually employed with the Company or a subsidiary until September 30, 2011 and during the Restriction Period for such Equity Award and while continually employed with the Company or a subsidiary, attained age 62 with 10 years of service under the provisions of the Company's or a subsidiary's pension plan (or who had attained such age and service at the time the Stock Unit Equity Award was granted), and (iv) for Eligible Employees who are granted a Stock Unit Equity Award in a year subsequent to 2011 under the Stock Plan or any successor thereto adopted by the Company, "Retirement Status" shall be defined in accordance with and to the extent such term is defined under the Stock Plan (or successor thereto) or the grant notice or other document evidencing such Stock Unit Equity Award ("Stock Unit Agreement"). "Exempt Date" means January 1 of the calendar year in which the Restriction Period ends, or, in the case of a Restriction Period that ends such that payment would be made by March 15 of the calendar year in which such Restriction Period ends, January 1 of the preceding year. If a Severed Employee has previously elected to defer receipt of a Stock Unit to a date beyond the applicable payment date referenced herein, payment of such Stock Unit will be made on the later of (A) the deferred payment date of the Stock Unit determined in accordance with the deferred compensation plan under which the Stock Units are deferred (which, for this purpose, will be the first deferred payment date in the event the Stock Units, in accordance with such deferred compensation plan, are paid in installment payments) and (B) the date otherwise established for payment in this subparagraph (b).

(c) If the payment terms of the Stock Plan (or any successor thereto) or the payment provisions of an Eligible Employee's Stock Unit Agreement should conflict with the terms of this Plan, the terms of this Plan shall control and Stock Units shall be paid in accordance with Section 2.4(b) hereof.

(d) The amount of any cash incentive bonus awarded under any Company long-term incentive plan or program shall be calculated in accordance with the applicable plan document and paid, subject to Section 2.6, to an Eligible Employee who has a Severance within five (5) business days following the lapse of any revocation period for the release contemplated by Section 2.6, or, in the event such cash incentive bonus is "deferred compensation" under Section 409A of the Code because the Eligible Employee elected to defer payment of such bonus in accordance with the terms of a deferral program applicable to such bonus, at such other date as provided under the terms of the Eligible Employee's payment election made in accordance with such deferral program.

SECTION 2.5 In the event of a claim for benefits hereunder by an Eligible Employee, such Eligible Employee shall present the reason for his or her claim in writing to the Plan Administrator. The Plan Administrator shall, within thirty (30) days after receipt of such written claim, send a written notification to the Eligible Employee as to its disposition. In the event the claim is wholly or partially denied, such written notification shall (a) state the specific reason or reasons for the denial, (b) make specific reference to pertinent Plan provisions on which the denial is based, (c) provide a description of any additional material or information necessary for the Eligible Employee to perfect the claim and an explanation of why such material or information is necessary, and (d) set forth the procedure by which the Eligible Employee may appeal the denial of his or her claim. In the event an Eligible Employee wishes to appeal the denial of his or her claim, he or she may request a review of such denial by making application in writing to the Plan Administrator within sixty (60) days after receipt of such denial. Such Eligible Employee (or his or her duly authorized legal representative) may, upon written request to the Plan Administrator, review any documents pertinent to his or her claim, and submit in writing, issues and comments in support of his or her position. Within forty-five (45) days after receipt of a written appeal (unless special circumstances, such as the need to hold a hearing, require an extension of time, but in no event more than one hundred twenty (120) days after such receipt), the Plan Administrator shall notify the Eligible Employee of the final decision. The final decision shall be in writing and shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, and specific references to the pertinent Plan provisions on which the decision is based.

SECTION 2.6 No Severed Employee shall be eligible to receive a Severance Payment or other benefits under the Plan that are subject to this Section 2.6 unless he or she first executes a written release substantially in the form attached hereto as Schedule A, and complies with all of the terms and conditions therein, including the restrictive covenants. Payments made under this Plan that are contingent on the Severed Employee's execution of the release shall in all events be paid no later than two and one-half months following the end of the calendar year in which the Severance Date, or other triggering event for the payment, occurs; except that with respect to any benefits under the Plan that are "deferred compensation" under section 409A of the Code, (A) in the event the Severed Employee previously elected to defer receipt of such benefit, payment shall be made on the deferred payment date of the benefit determined in accordance with the deferred compensation plan under which the benefit is deferred (which, for this purpose, will be the first deferred payment date in the event the benefit, in accordance with such deferred compensation plan, is paid in installment payments) and (B) benefits the Severed Employee did not elect to defer receipt but are nevertheless deferred compensation under section 409A shall be paid sixty (60) days after the Severance Date. Notwithstanding the foregoing, if the Severed Employee is 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 Affiliates), the benefit that is deferred compensation shall be paid on the later of: (Y) the payment date determined under (A) or (B) above, as applicable or (Z) six months plus one day following such employee's "separation from service" as defined in the regulations promulgated under section 409A of the Code. In order to ensure compliance with the foregoing, the Company shall provide the release described in this Section 2.6 to the Severed Employee in sufficient time so that the Severed Employee can consider the release for the full consideration

period required by applicable law, and have the ability to revoke such release during the revocation period(s) required by applicable law, before payment is made by the applicable deadline.

SECTION 2.7 An Employer shall be entitled to withhold from amounts to be paid to the Severed Employee hereunder any federal, state or local withholding or other taxes or charges which it is from time to time required to withhold.

SECTION 2.8 Notwithstanding anything to the contrary in the Plan, if a Severed Employee is a “disqualified individual” (as defined in Section 280G(c) of the Code), and the payments and benefits provided for under the Plan, together with any other payments and benefits which a Severed Employee has the right to receive from the Company and its Affiliates, would constitute a “parachute payment” (as defined in Section 280G(b)(2) of the Code), then the payments and benefits provided for under the Plan shall be either (a) reduced (but not below zero) so that the present value of such total amounts and benefits received by a Severed Employee from the Company and its Affiliates will be \$1.00 less than three times a Severed Employee’s “base amount” (as defined in Section 280G(b)(3) of the Code) and so that no portion of such amounts and benefits received by a Severed Employee shall be subject to the excise tax imposed by Section 4999 of the Code, or (b) paid in full, whichever produces the better net after-tax position to a Severed Employee (taking into account any applicable excise tax under Section 4999 of the Code and any other applicable taxes). To the extent any benefits and payments provided for in the Plan are “deferred compensation” within the meaning of Section 409A of the Code, any reduction shall be made in a manner consistent with the requirements of Section 409A of the Code. The determination as to whether any reduction in the amount of the payments provided hereunder is necessary shall be made by the Company in good faith. If a reduced payment is made or provided and through error or otherwise that payment, when aggregated with other payments and benefits from the Employer used in determining if a parachute payment exists, exceeds \$1.00 less than three times a Severed Employee’s base amount, then a Severed Employee shall immediately repay such excess to the Company upon notification that an overpayment has been made. Nothing in the Plan shall require the Company to be responsible for, or have any liability or obligation with respect to, a Severed Employee’s excise tax liabilities under Section 4999 of the Code.

SECTION 3. PLAN ADMINISTRATION.

SECTION 3.1 The Plan Administrator shall administer the Plan and may interpret the Plan, prescribe, amend and rescind rules and regulations under the Plan and make all other determinations necessary or advisable for the administration of the Plan, subject to all of the provisions of the Plan.

SECTION 3.2 The Plan Administrator may delegate any of its duties hereunder to such person or persons from time to time as it may designate.

SECTION 3.3 The Plan Administrator is empowered, on behalf of the Plan, to engage accountants, legal counsel and such other personnel as it deems necessary or advisable to assist it in the performance of its duties under the Plan. The functions of any such persons engaged by

the Plan Administrator shall be limited to the specified services and duties for which they are engaged, and such persons shall have no other duties, obligations or responsibilities under the Plan. Such persons shall exercise no discretionary authority or discretionary control respecting the management of the Plan. All reasonable expenses thereof shall be borne by the Employer.

SECTION 4. PLAN MODIFICATION OR TERMINATION.

The Plan may be amended or terminated by the Board at any time; provided, however, that, during the following periods, the Plan may not be terminated nor may the Plan be amended in any manner adverse to the interests of any Eligible Employee (including, without limitation, any adverse changes to a person's status as an Eligible Employee) without such Eligible Employee's written consent (and any such termination or amendment shall be void and of no force and effect): (i) within one year preceding a Potential Change in Control (in the case of any action (other than in connection with a separation from service) pursuant to which an individual ceases to be designated as an Eligible Employee or is designated in a lower tier of Eligible Employee) or within 90 days preceding a Potential Change in Control (in the case of termination of the Plan or any other amendment which is adverse to the interests of any Eligible Employee), (ii) during the pendency of or within 90 days following the cessation of a Potential Change in Control or (iii) within two years following a Change in Control. This Plan shall terminate automatically two years and one day after a Change in Control. No Plan termination shall, without such Eligible Employee's written consent, adversely affect any rights of any Eligible Employee which accrued under this Plan prior to such termination.

SECTION 5. GENERAL PROVISIONS.

SECTION 5.1 Except as otherwise provided herein or by law, no right or interest of any Eligible Employee under the Plan shall be assignable or transferable, in whole or in part, either directly or by operation of law or otherwise, including without limitation by execution, levy, garnishment, attachment, pledge or in any manner; no attempted assignment or transfer thereof shall be effective; and no right or interest of any Eligible Employee under the Plan shall be liable for, or subject to, any obligation or liability of such Eligible Employee. When a payment is due under this Plan to a Severed Employee who is unable to care for his or her affairs, payment may be made directly to his or her legal guardian or personal representative.

SECTION 5.2 If an Employer is obligated by law, contract, policy or otherwise to pay severance pay, a termination indemnity, notice pay, or the like, or if an Employer is obligated by law to provide advance notice of separation ("Notice Period"), then any Severance Payment hereunder shall be reduced by the amount of any such severance pay, termination indemnity, notice pay or the like, as applicable, and by the amount of any compensation received during any Notice Period.

SECTION 5.3 Neither the establishment of the Plan, nor any modification thereof, nor the creation of any fund, trust or account, nor the payment of any benefits shall be construed as giving any Eligible Employee, or any person whomsoever, the right to be retained in the service of the Employer, and all Eligible Employees shall remain subject to discharge to the same extent as if the Plan had never been adopted.

SECTION 5.4 If any provision of this Plan shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and this Plan shall be construed and enforced as if such provisions had not been included.

SECTION 5.5 This Plan shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties, including each Eligible Employee, present and future, and any successor to the Employer. If a Severed Employee shall die while any amount would still be payable to such Severed Employee hereunder if the Severed Employee had continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Plan to the executor, personal representative or administrators of the Severed Employee's estate.

SECTION 5.6 The headings and captions herein are provided for reference and convenience only, shall not be considered part of the Plan, and shall not be employed in the construction of the Plan.

SECTION 5.7 The Plan shall not be funded. No Eligible Employee shall have any right to, or interest in, any assets of any Employer which may be applied by the Employer to the payment of benefits or other rights under this Plan.

SECTION 5.8 Any notice or other communication required or permitted pursuant to the terms hereof shall have been duly given when delivered or mailed by United States mail, first class, postage prepaid, addressed to the intended recipient at his, her or its last known address.

SECTION 5.9 This Plan shall be construed and enforced according to the laws of Nebraska, to the extent not preempted by federal law, which shall otherwise control.

SCHEDULE A

WAIVER AND RELEASE OF CLAIMS AGREEMENT

YOU HAVE BEEN ADVISED TO CONSULT AN ATTORNEY PRIOR TO SIGNING THIS AGREEMENT.

YOU HAVE [FORTY-FIVE] [TWENTY-ONE] DAYS AFTER RECEIVING THIS AGREEMENT TO CONSIDER WHETHER TO SIGN IT.

AFTER SIGNING THIS AGREEMENT, YOU HAVE ANOTHER SEVEN DAYS IN WHICH TO REVOKE IT, AND IT DOES NOT TAKE EFFECT UNTIL THOSE SEVEN DAYS HAVE ENDED.

In consideration of, and subject to, the payments to be made to me by [Name of Employer Corporation] (“Union Pacific”) or any of its subsidiaries, pursuant to the Union Pacific Corporation Key Employee Continuity Plan (the “Plan”), which I acknowledge that I would not otherwise be entitled to receive, I hereby waive any claims I may have for employment or re-employment by Union Pacific or any subsidiary or parent of Union Pacific after the date hereof, and I further agree to and do release and forever discharge Union Pacific or any subsidiary or parent of Union Pacific and their respective past and present officers, directors, shareholders, employees and agents from any and all claims and causes of action, known or unknown, arising out of or relating to my employment with Union Pacific or any subsidiary or parent of Union Pacific or the termination thereof, including, but not limited to, by reason of any event, matter, cause or thing which has occurred to the date of execution of this Release relating in any way to my employment relationship with Union Pacific or to my termination of employment thereof, whether for severance or based on statutory or common law claims for employment discrimination, wrongful discharge, breach of contract or any other theory, whether legal or equitable, or arising under any statute or regulation, including the Age Discrimination in Employment Act of 1967, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans with Disabilities Act of 1990, the Employee Retirement Income Security Act of 1974, and the Family Medical Leave Act of 1993, each as amended, or any other federal, state or local law, regulation, ordinance or common law.

Notwithstanding the foregoing or any other provision hereof, nothing in this Waiver and Release of Claims Agreement shall adversely affect (i) my rights under the Plan; (ii) my rights to benefits other than severance benefits under plans, programs and arrangements of Union Pacific or any subsidiary or parent of Union Pacific; or (iii) my rights to indemnification under any indemnification agreement, applicable law and the certificates of incorporation and bylaws of Union Pacific and any subsidiary or parent of Union Pacific, and my rights under any director’s and officer’s liability insurance policy covering me.

In addition, in consideration of, and subject to, the payments to be made to me by Union Pacific, pursuant to the Plan, I hereby agree to the following restrictive covenants:

NON-SOLICITATION OF CUSTOMERS. I agree that for a period of twelve (12) months following the Severance Date (as defined in the Plan) (the "Restriction Period"), I will not (directly or indirectly, in association with others or otherwise) call on or solicit any of the Company's customers with whom I had personal contact during my employment with the Company, 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.

NON-SOLICITATION OF EMPLOYEES. I agree that during the Restriction Period, I 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 Company.

NON-COMPETITION. I agree that during the Restriction Period, I will not (directly or indirectly, in association with others or otherwise) engage in any activity which is the same and/or substantially the same as or competitive with the Business (as defined below) including, 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, in any market in which the Company conducts its Business. For these purposes, 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.

I acknowledge that I have signed this Waiver and Release of Claims Agreement voluntarily, knowingly, of my own free will and without reservation or duress, and that no promises or representations, written or oral, have been made to me by any person to induce me to do so other than the promise of payment set forth in the first paragraph above and Union Pacific's acknowledgment of my rights reserved under the second paragraph above.

I understand that this release will be deemed to be an application for benefits under the Plan, and that my entitlement thereto shall be governed by the terms and conditions of the Plan, and I expressly hereby consent to such terms and conditions.

I acknowledge that I have been given not less than [forty-five (45)] [twenty-one (21)] days to review and consider this Waiver and Release of Claims Agreement, and that I have had the opportunity to consult with an attorney or other advisor of my choice and have been advised by Union Pacific to do so if I choose. I may revoke this Waiver and Release of Claims Agreement seven days or less after its execution by providing written notice to Union Pacific.

Finally, I acknowledge that I have carefully read this Waiver and Release of Claims Agreement and understand all of its terms. This is the entire Agreement between the parties and is legally binding and enforceable.

This Waiver and Release of Claims Agreement shall be governed and interpreted under federal law and the laws of Nebraska.

I knowingly and voluntarily sign this Waiver and Release of Claims Agreement.

Date Delivered to Employee: _____ [Name of Employer Corporation]

Date Signed by Employee: _____ **By:** _____

_____ **Title:** _____

Seven-Day Revocation Period Ends:

Signed: _____ **Date:** _____

(Print Employee's Name)

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, and Registration Statement No. 333-256460 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 4, 2022, 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, 2021.

/s/ Deloitte & Touche LLP

Omaha, Nebraska
February 4, 2022

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 Lance M. Fritz 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, 2021, 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 3, 2022.

/s/ Andrew H. Card, Jr.
Andrew H. Card, Jr.

/s/ William J. DeLaney
William J. DeLaney

/s/ David B. Dillon
David B. Dillon

/s/ Sheri H. Edison
Sheri H. Edison

/s/ Deborah C. Hopkins
Deborah C. Hopkins

/s/ Jane H. Lute
Jane H. Lute

/s/ Michael R. McCarthy
Michael R. McCarthy

/s/ Thomas F. McLarty III
Thomas F. McLarty III

/s/ Jose H. Villarreal
Jose H. Villarreal

/s/ Christopher J. Williams
Christopher J. Williams

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER

I, Lance M. Fritz, 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 4, 2022

/s/ Lance M. Fritz
Lance M. Fritz
Chairman, President and
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 4, 2022

/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, 2021, as filed with the Securities and Exchange Commission on the date hereof (the Report), I, Lance M. Fritz, Chairman, President and 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/ Lance M. Fritz

Lance M. Fritz
Chairman, President and
Chief Executive Officer
Union Pacific Corporation

February 4, 2022

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, 2021, 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 4, 2022

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.