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January 23, 2008



By Hand

Anne K. Quinlan, Esq.
Acting Secretary
Surface Transportation Board
395 E Street, NW
Washington, DC 20423

221340

Re Finance Docket No 35087, Canadian National Railway Company and Grand
Trunk Corporation - Control - EJ&F West Company

Dear Secretary Quinlan

Pursuant to the Board's January 18, 2008 Decision in the above-referenced proceeding, we are filing the attached Certificate of Service with the Board to certify that we have served a copy of all filings submitted by Norfolk Southern Railway Company so far in this proceeding on each Party of Record, to the extent such filings have not previously been served upon such other parties

Also enclosed are eleven (11) copies of the "Exhibit A, Undertaking - Confidential Material" and "Exhibit B, Undertaking - Highly Confidential Material", specified in the Board's October 22, 2007 Protective Order Decision in the above-referenced proceedings so that all Parties of record who may file evidence or argument based upon "Confidential" or "Highly Confidential" materials know to serve unredacted copies of such filings on the undersigned as outside counsel to Norfolk Southern Railway Company

Sincerely,

Matthew J. Warren



Anne K. Quinlan, Esq.
January 23, 2008
Page 2

Enclosure

cc Service List in F D No 35087

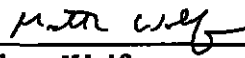
**BEFORE THE
SURFACE TRANSPORTATION BOARD**

STB Finance Docket 35087

**CANADIAN NATIONAL RAILWAY COMPANY
AND GRAND TRUNK CORPORATION
– CONTROL –
EJ&E WEST COMPANY**

**CERTIFICATE OF SERVICE
OF NORFOLK SOUTHERN RAILWAY COMPANY**

I hereby certify that on this 23rd day of January, 2008, I served by first class mail, postage prepaid, a copy of all filings submitted by Norfolk Southern Railway Company so far in this proceeding on each Party of Record designated on the official service list, to the extent such filings had not previously been served upon those Parties.



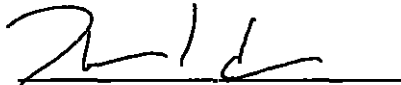
Matthew Wolfe

Exhibit A**UNDERTAKING – CONFIDENTIAL MATERIAL**

I, Nathaniel J. Warren, have read the Protective Order served on October 22, 2007, governing the production and use of Confidential Information and Confidential Documents concerning STB Finance Docket No 35087, in the proceedings for regulatory authority for the creation of EJ&EW, and in related proceedings, understand the same, and agree to be bound by its terms. I agree not to use or permit the use of any Confidential Information or Confidential Documents obtained pursuant to that Protective Order, or to use or to permit the use of any methodologies or techniques disclosed or information learned as a result of receiving such data or information, for any purpose other than the preparation and presentation of evidence and argument in STB Finance Docket No 35087, in the proceedings for regulatory authority for the creation of EJ&EW, and in related proceedings before the Surface Transportation Board, and/or any judicial review proceedings in connection with any of those proceedings. I further agree not to disclose any Confidential Information, Confidential Documents, methodologies, techniques, or data obtained pursuant to the Protective Order except to persons who are also bound by the terms of the Order and who have executed Undertakings in the form hereof, and that at the conclusion of this proceeding (including any proceeding on administrative review, judicial review, or remand), I will promptly destroy any documents containing or reflecting materials designated or stamped as "CONFIDENTIAL," other than file copies, kept by outside counsel, of pleadings and other documents filed with the Board.

I understand and agree that money damages would not be a sufficient remedy for breach of this Undertaking and that Applicants or other parties producing Confidential Information or Confidential Documents shall be entitled to specific performance and injunctive and/or other equitable relief as a remedy for any such breach, and I further agree to waive any requirement for the securing or posting of any bond in connection with such remedy. Such remedy shall not be deemed to be the exclusive remedy for breach of this Undertaking but shall be in addition to all remedies available at law or equity.

Signed



Affiliation

Sidley Austin LLP

Dated

January 22, 2008

Exhibit B

UNDERTAKING – HIGHLY CONFIDENTIAL MATERIAL

I, Matthew J Warren, am outside [counsel][consultant] for Norfolk Southern Railway Co., for whom I am acting in this proceeding. I have read the Protective Order served on October 22, 2007, governing the production and use of Confidential Information and Confidential Documents in STB Finance Docket No 35087, in the proceedings for regulatory authority for the creation of EJ&EW, and in related proceedings, understand the same, and agree to be bound by its terms. I agree not to use or to permit the use of any Confidential Information or Confidential Documents obtained pursuant to that Protective Order, or to use or to permit the use of any methodologies or techniques disclosed or information learned as a result of receiving such data or information, for any purpose other than the preparation and presentation of evidence and argument in STB Finance Docket No 35087, in the proceedings for regulatory authority for the creation of EJ&EW, and in related proceedings before the Surface Transportation Board, or any judicial review proceedings in connection with any of those proceedings. I further agree not to disclose any Confidential Information, Confidential Documents, methodologies, techniques, or data obtained pursuant to the Protective Order except to persons who are also bound by the terms of the Order and who have executed Undertakings in the form hereof.

I also understand and agree, as a condition precedent to my receiving, reviewing, or using copies of any information or documents designated or stamped as "HIGHLY CONFIDENTIAL," that I will take all necessary steps to ensure that said information or documents be kept on a confidential basis by any outside counsel or outside consultants working with me, that under no circumstances will I permit access to said materials or information by employees of my client or its subsidiaries, affiliates, or owners, and that, at the conclusion of this proceeding (including any proceeding on administrative review, judicial review, or remand), I will promptly destroy any documents containing or reflecting information or documents designated or stamped as "HIGHLY CONFIDENTIAL," other than file copies kept by outside counsel of pleadings and other documents filed with the Board.

I understand and agree that money damages would not be a sufficient remedy for breach of this Undertaking and that Applicants or other parties producing Confidential Information or Confidential Documents shall be entitled to specific performance and injunctive and/or other equitable relief as a remedy for any such breach, and I further agree to waive any requirement for the securing or posting of any bond in connection with such remedy. Such remedy shall not be deemed to be the exclusive remedy for breach of this Undertaking but shall be in addition to all remedies available at law or equity.

Signed 
OUTSIDE [COUNSEL] [CONSULTANT]

Dated January 22, 2008