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December 1, 2025

Via E-Filing

Cynthia T. Brown
Chief of Case Administration
Office of Chief Counsel
Surface Transportation Board
395 E Street S.W.
Washington, DC 20423

Re: Docket No. FD 36892, *Illinois Central Railroad Company—Petition for
Declaratory Order*

Dear Ms. Brown:

Enclosed for e-filing in the above-referenced proceeding is Illinois Central
Railroad Company's Petition for Declaratory Order.

The filing fee of \$1,400 was paid using pay.gov. Please contact me with any
questions.

Respectfully submitted,

/s/ *Christopher K. Diamond*

Christopher K. Diamond

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December 1, 2025
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TRANSPORTATION BOARD

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BEFORE THE
SURFACE TRANSPORTATION BOARD

DOCKET NO. FD 36892

**ILLINOIS CENTRAL RAILROAD COMPANY—
PETITION FOR DECLARATORY ORDER**

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Dated: December 1, 2025

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- Exhibit A Reservation of Trackage Rights Agreement
- Exhibit B Area Map
- Exhibit C Email Correspondence Between IC and NS

I. Introduction

Illinois Central Railroad Company (“IC”) petitions the Surface Transportation Board (“STB” or “Board”) for a declaratory order confirming IC’s continuing common carrier rights and operating authority over specified lines in the Springfield, Ill. area. A live controversy exists because Union Pacific Railroad Company (“UP”) has refused to qualify IC crews, which obstructs IC’s exercise of its right and obligation to serve customers—in particular Archer Daniels Midland Company’s (“ADM”) Cockrell facility—on lines over which IC has long been authorized as a common carrier. The refusal undermines common carrier service, interferes with competition, and exposes shippers to harm.

IC’s common carrier status on the Springfield lines does not depend on the continued vitality of any agreement between other carriers. IC’s status originated with IC’s ownership and subsequent reservation of trackage rights when it sold certain lines to Chicago, Missouri & Western Railway Company (“CMW”) (a predecessor to UP). Board precedent confirms that a tenant’s common carrier status endures unless and until the agency authorizes discontinuance, which has not occurred here.

Accordingly, IC respectfully requests that the Board declare that: (i) IC retains common carrier status and operating authority over the Springfield lines identified below; (ii) no Board authorization for discontinuance has been issued; and

(iii) UP's interference with IC's exercise of its carrier obligation—by refusing to qualify IC crews—is unlawful. IC also requests any further relief the Board deems necessary to effectuate these determinations and to prevent further disruption to shippers.

II. Background

A. Sale to CMW and Reservation of Trackage Rights

In 1986, CMW acquired IC's 631-mile line between Joliet, Ill., and Kansas City, Mo., and East St. Louis, Ill., by notice of exemption. *Chi., Mo., & W. Ry.—Exemption Acquis. & Operation—Ill. Cent. Gulf R.R.*, FD 30911 (ICC served Oct. 23, 1986). In connection with this transaction, IC entered into an agreement with CMW ("Reservation Agreement") dated July 28, 1986, reserving trackage rights between Springfield, Ill., near milepost AO 188, Tolson, Ill., milepost MM 641.5, and Church, Ill., milepost G6.3, which include the tracks at issue here. This agreement is attached as Exhibit A. *See also Canadian Nat'l Ry.—Control—Ill. Cent. Corp.*, 4 S.T.B. 122, 191 (1999) ("*CN/IC*") ("IC apparently received back (or retained) trackage rights over a few miles of track at the eastern end of the Kansas City-Springfield line, i.e., the portion lying between (i) an elevator located southwest of Cockrell, IL, at or near MP 193.5, and (ii) IC Connection.").¹

¹ As the Board noted, "IC Connection, which is also known as Old KC Jct. and which, in the mid-1980's, was apparently known as KC Jct., is located at or near MP 187.8." *Id.* at 191 n.128.

Patrick W. Simmons, Illinois Legislative Director for the United Transportation Union, filed a petition requesting that CMW's notice be either rejected or revoked. Among other arguments, Mr. Simmons asserted that IC's reservation of trackage rights between Springfield, Tolson, and Church required trackage rights approval or exemption. *Chi., Mo., & W. Ry.—Exemption Acquis. & Operation—Ill. Cent. Gulf R.R.*, FD 30911 et al., slip op. at 2 (ICC served Dec. 5, 1986) (“*CMW Revocation*”). The Interstate Commerce Commission (“ICC”) rejected this argument, holding that “the agreement merely allows ICG to retain the right it had over the line at the time it entered into the purchase agreement with CM&W. Review of the retention of *operating rights previously authorized* is not required.” *Id.*, slip op. at 3 (emphasis added). As the ICC explained, “[a] different result would obtain if ICG transferred its entire rights to the line to a different carrier and in a subsequent transaction acquired trackage rights.” *Id.*, slip op. at 3 n.5.

B. Track Relocation

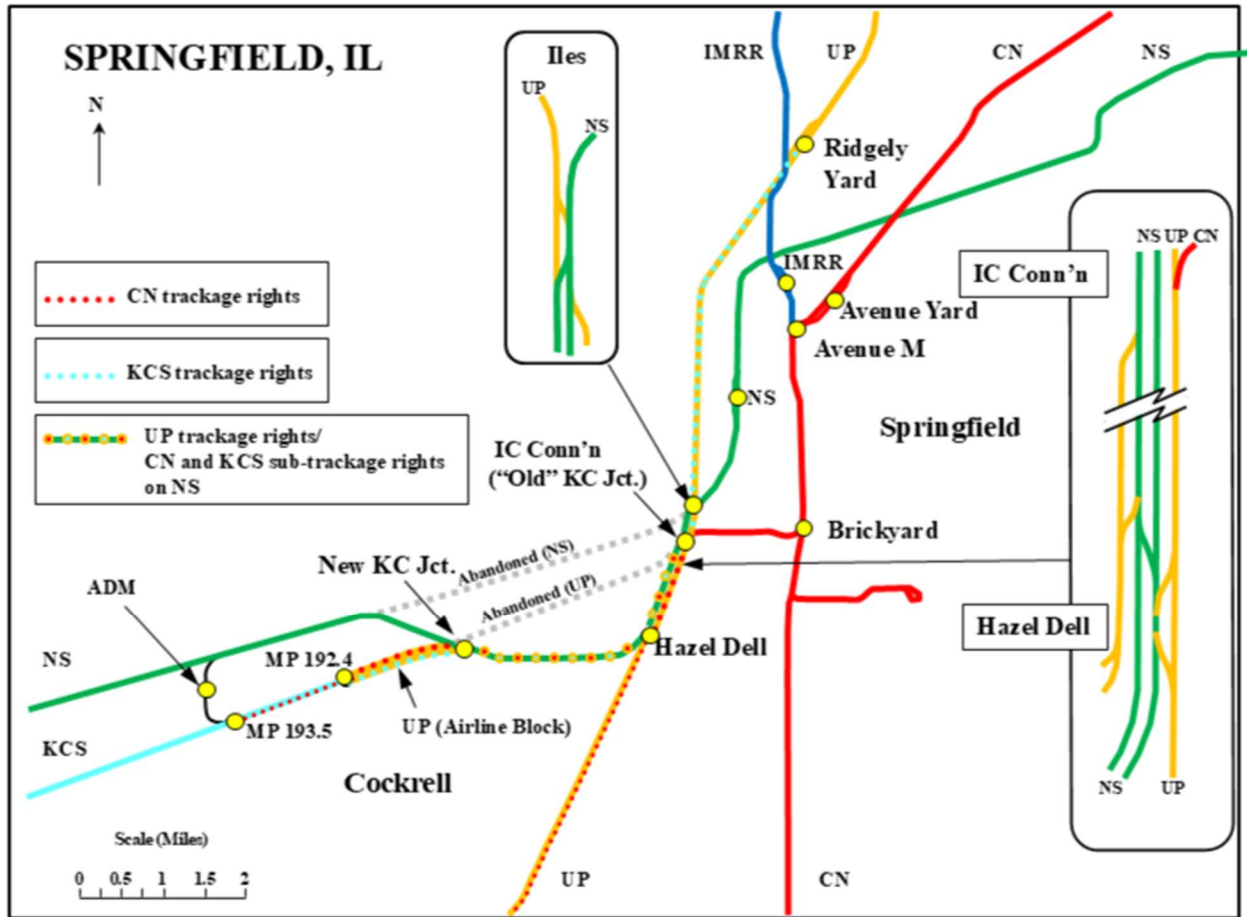
Beginning in 1989, CMW, Norfolk & Western Railway Company (“N&W”), and IC undertook a relocation project in coordination with local authorities. *See CN/IC*, 4 S.T.B. at 191. This relocation culminated in the commencement of operations, in 1994, over newly constructed N&W tracks by (1) N&W, (2) Southern Pacific Chicago St. Louis Corp. (“SPCSL,” a successor to CMW and a predecessor to UP), (3) IC, and (4) Gateway Western Railway Company (“GWWR,” a successor to CMW and a predecessor to Canadian Pacific Kansas City (“CPKC”)). *Id.* at 192. As the Board observed:

IC commenced operations over the New KC Jct.-Hazel Dell portion of the new N&W tracks and over the Hazel Dell-IC Connection portion of the Chicago-Springfield-East St. Louis line. The operations conducted over the new N&W tracks by SPCSL, by GWWR, and by IC are governed by a SPCSL/N&W trackage rights agreement that permits SPCSL, as N&W's tenant, to allow GWWR and IC to operate over the N&W tracks as SPCSL's tenants.

Id.

The following chart shows the tracks in question following the relocation. The N&W tracks referenced in the quoted paragraph above are now owned by N&W's successor, Norfolk Southern Railway Company ("NS").

Figure 1



A similar map, but overlaid on satellite photography, is attached as Exhibit B.²

C. KCS Terminal Trackage Rights Request

In 1998, Kansas City Southern Railway Company (“KCS”), which had acquired GWWR, sought terminal trackage rights for GWWR over the tracks between MP 192.4 and IC Connection, in connection with the acquisition of IC by

² The SPCSL/N&W agreement referenced in *CN/IC*, 4 S.T.B. at 192, granted trackage rights to SPCSL over N&W tracks between New KC Jct. and IC Connection. Compare Fig. 1 with SPCSL Notice of Exemption 3 & Ex. 1, Jan. 27, 1997, *SPCSL Corp.—Trackage Rts.—Norfolk & W. Co.*, FD 33351; *SPCSL Corp.—Trackage Rts.—Norfolk & W. Co.*, FD 33351 (STB served Feb. 12, 1997).

Canadian National Railway Company, Grand Trunk Corporation, and Grand Trunk Western Railroad Incorporated (collectively “CN”). *Id.* at 173, 195. CN and IC, as well as KCS, argued that the requested terminal trackage rights were necessary for GWR and IC to establish an efficient interchange. *Id.* at 195. The Board denied this request for terminal trackage rights. Among several other reasons for the denial, the Board stated that “IC also has trackage rights over the segment. As UP noted at oral argument, IC’s rights are unrestricted, and nothing in the Ridgely Agreement restrains IC’s use.” *Id.* at 175 n.119.

D. IC’s Current and Requested Operations

On a weekly basis, IC operates over the tracks of both UP and NS (where IC operates as UP’s subtenant) starting from IC Connection to serve a customer near Hazel Dell. IC’s crews are already qualified to operate over the IC Connection-Hazel Dell segment. ADM’s requests for service also require IC to operate from Hazel Dell to the customer facility near MP 193.5: (1) from Hazel Dell to New KC Jct. as UP’s subtenant over NS tracks; (2) from New KC Jct. to MP 192.4 as trackage rights tenant of UP; and (3) from MP 192.4 to MP 193.5 as trackage rights tenant of CPKC. IC has operated over this segment before, including as UP’s subtenant over the NS tracks from Hazel Dell to New KC Jct., but not since 2016—hence IC’s repeated requests to UP, for nearly a year, to admit IC by qualifying its crews.

III. Argument

The Board has authority under 5 U.S.C. § 554(e) and 49 U.S.C. § 1321 to issue a declaratory order to terminate the controversy between IC and UP. *See Bos. & Me. Corp. v. Town of Ayer*, 330 F.3d 12, 14 n.2 (1st Cir. 2003); *Delegation of Auth.—Declaratory Ord. Procs.*, 5 I.C.C.2d 675 (1989). The controversy presented here is concrete and immediate. A customer has requested service from IC; UP has refused to qualify crews and has obstructed access; and as a result, the customer has not had access to IC as a competitive option.

A. UP is unlawfully obstructing IC’s right to operate as a common carrier.

As a common carrier over the tracks in question, IC must provide transportation on reasonable request. 49 U.S.C. § 11101(a). IC has been negotiating with UP to resolve this issue and get its crews qualified from Hazel Dell to MP 192.4 for nearly a year. UP’s refusal to qualify IC’s crews is not founded on a legitimate safety reason or any other sound basis. Instead, UP has argued that the expiration of an agreement between UP and NS, which included UP’s admission of subtenants over NS’s tracks between New KC Jct. and IC Connection, prevents IC from operating over the tracks in question. This argument is mistaken for multiple reasons.

First, although UP asserted at times that NS would not permit UP to admit IC over the NS-owned tracks, that is certainly not the case now. With references to IC’s parent company (CN), NS has confirmed that it does not dispute CN’s right to

operate as UP's subtenant and will not block UP from admitting CN. NS explained that it takes no position on agreements between UP and CN. This email chain is attached as Exhibit C.

Second, as discussed in detail above, IC's rights do not stem from an agreement between UP and NS. Rather, IC reserved these trackage rights when it sold lines to CMW in 1986. The ICC denied a revocation request in reference to this trackage rights reservation. *See CMW Revocation*, slip op. at 2-3. The Board recognized IC's rights in its 1999 decision in *CN/IC*. *CN/IC*, 4 S.T.B. at 175 n.119, 191-92.

And when GWR and IC sought an order granting terminal trackage rights to GWR over the tracks between MP 192.4 and IC Connection, UP noted at oral argument that IC has trackage rights over the segment. *CN/IC*, 4 S.T.B. at 175 n.119, 195. The Board relied on UP's argument in denying the terminal trackage rights request. *See id.* at 175 & n.119. Having successfully argued that terminal trackage rights over this segment were unnecessary because IC already had trackage rights there, UP may not now obstruct IC's ability to operate as a common carrier over those tracks.

The relocation project could not have removed IC as a common carrier, as neither IC nor any other party sought or received discontinuance authorization from the Board in connection with the relocation. Moreover, the *CN/IC* decision—in which the Board recognized IC's rights over these lines and relied on UP's

assertion of IC's rights to deny the terminal trackage rights request—was issued after the relocation of the lines. *See id.* at 122. Having described the relocation at length, the Board would not have cited IC's rights, much less relied on UP's assertion of them, if the relocation had extinguished those rights.

Third, even if IC's status as a common carrier had originated from a now-expired agreement between UP and NS, the expiration of a trackage rights agreement does not eliminate the tenant carrier's common carrier status. Rather, without discontinuance authorization, the tenant railroad remains a common carrier on the line notwithstanding expiration of any agreements. *See, e.g.*, 49 U.S.C. § 10903 (abandonment or discontinuance of common carrier service within the Board's jurisdiction may be carried out only with the Board's authorization); *Thompson v. Tex. Mexican Ry.*, 328 U.S. 134, 145 (1946) (“*TexMex*”) (“Though the contract were terminated pursuant to its terms, a certificate [of abandonment or discontinuance] would still be required under § [10903].”).³

³ *See also, e.g., Paducah & Louisville Ry.—Control Exemption—Paducah & Ill. R.R.*, FD 33362, slip op. at 2 n.4 (STB served July 9, 1999) (“[A]lthough the 1959 operating agreement was to have expired in 1985, operations continue pursuant to the doctrine established in *Thompson v. Texas Mexican R. Co.*, 328 U.S. 134, 149 (1946), that, notwithstanding the expiration of the contract (or operating agreement), the operations of a tenant railroad can only cease if the railroad receives Board authority to discontinue operations.”); *Mendocino Ry.—Pet. for Declaratory Order*, FD 36868, slip op. at 4 (STB served Sept. 26, 2025) (“[T]he common carrier obligation cannot be terminated or relieved without abandonment or discontinuance authorization from the Board.”); *Canadian Nat’l Ry.—Trackage Rts. Exemption—Bangor & Aroostook R.R.*, FD 34014 et al., slip op. at 9 (STB served June 25, 2002) (explaining that a tenant railroad’s trackage rights remain in effect until discontinuance authority is granted); *N.C. R.R.—Pet. to Set Trackage Rts. Compensation & Other Terms & Conditions—Norfolk S. Ry.*, FD 33134, slip op.

The Reservation Agreement includes a clause calling for arbitration of controversies concerning construction of the agreement or performance under the agreement. See Reservation Agreement, Ex. A, § 12. But this petition for declaratory order does not ask the Board to interpret the Reservation Agreement or rule on performance under it. As discussed above, IC's status as a common carrier would persist even if the relevant trackage rights agreement expired, unless and until the Board authorizes discontinuance. Consequently, UP's obstruction of IC's common carrier operations is unlawful without regard to any interpretation of the Reservation Agreement or performance under it. The subject of this petition is IC's right as a common carrier authorized by the ICC over the tracks in question, not its contractual rights.⁴

at 3 (STB served May 29, 1997) (“trackage rights agreements remain in effect and cannot be discontinued until we authorize their discontinuance or approve a new agreement.”); *Ark. & Mo. R.R. v. Mo. Pac. R.R.*, 6 I.C.C.2d 619 (1990) (“trackage rights that have been approved by this agency remain in effect until we either approve a new agreement or permit discontinuance. It does not matter that the agreement has expired by its own terms.”).

⁴ ADM's requests for service are plainly reasonable notwithstanding the expiration of an agreement between UP and NS. See § 11101(a). Any other conclusion would nullify *TexMex* and the well-established precedent following it. Otherwise, whenever a landlord carrier decided it no longer wanted to allow a tenant carrier's operations over its line, the landlord could simply claim that customers' requests for service from the tenant were unreasonable because the landlord refused to admit the tenant. That circular reasoning is not the law. See n.3 *supra*. Indeed, it is precisely the agency's function in such circumstances to “provide the public with a degree of protection against the unnecessary discontinuance, cessation, interruption or obstruction of available rail service.” *Bos. & Me. Corp.—Appl. for Adverse Discontinuance of Operating Auth.—Milford-Bennington R.R.*, AB 1256, slip op. at 4 (STB served Oct. 12, 2018) (citation omitted).

B. UP's actions are causing competitive harm.

By refusing to qualify IC crews notwithstanding IC's continuing common carrier authority over the segment, UP is denying ADM access to IC's service at Cockrell and, with it, the associated price, service, and resiliency benefits that can flow from head-to-head railroad competition at a customer facility. This artificial foreclosure reduces the shipper's near-term options, weakens the shipper's negotiating leverage, and risks entrenching a reduced-competition configuration at a location where the Board has recognized that IC retains rights to operate.

The timing and context underscore the competitive stakes. As indicated in Figure 1, ADM's facility at Cockrell, for which IC's service has been requested, can also be served by NS. And UP has publicly noticed its intent to seek Board authorization to acquire control of NS in Docket No. FD 36873. UP/NS Notice of Intent to File Application, July 30, 2025, *Union Pac. Corp.—Control—Norfolk S. Corp.*, FD 36873. By obstructing IC's common carrier access to a facility that NS can serve, UP ensures that IC cannot compete against NS for the shipper's traffic today and, in doing so, shields its proposed merger partner from near-term competition at a location where the shipper has sought an IC option. UP's conduct thus functions as a targeted foreclosure strategy: it reduces the competitive field at ADM's facility by denying an additional service option, while preserving and potentially enhancing the traffic base of the carrier UP proposes to control.

IV. Conclusion

For the reasons stated above, IC respectfully requests that the Board issue an order:

(1) declaring that IC retains common carrier operating authority over the lines identified in this petition, in particular the segments between MP 193.5 and IC Connection as identified in Figure 1;

(2) declaring that no authorization for abandonment or discontinuance has been issued with respect to IC's service over these lines;

(3) declaring that UP's refusal to qualify IC crews from Hazel Dell to MP 192.4, and the resulting obstruction of IC's service, constitute unlawful interference with IC's common carrier operations and rights; and

(4) granting such further and additional relief as the Board deems just and appropriate to effectuate these determinations and prevent further disruption to shippers, including expedited consideration.

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Montréal, QC H3B 2M9
CANADA

Respectfully submitted,

/s/ Kathryn J. Gainey
Kathryn J. Gainey
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975 F Street, N.W., Suite 301
Washington, DC 20004

Counsel for Illinois Central Railroad Company

Dated: December 1, 2025

VERIFICATION

I, James Q. Anders II, declare under penalty of perjury that the factual statements in the foregoing are true and correct and that I am qualified and authorized to file this verification.

Executed on December 1, 2025.



James Q. Anders II
Senior Manager—Contracts

Exhibit A

EXHIBIT XI

RESERVATION OF TRackage RIGHTS

THIS AGREEMENT, dated this 26th day of July, 1986, by and between the CHICAGO, MISSOURI & WESTERN RAILWAY CO., hereinafter designated as "CMW," and ILLINOIS CENTRAL GULF RAILROAD COMPANY, hereinafter designated as "Central"

WITNESSETH:

WHEREAS, Central desires to acquire trackage rights over a portion of railroad of CMW between Springfield, Illinois near Milepost AO 188, Tolson, Illinois MP MM 641.5 and Church, Illinois MP G6.3 for the operation of freight train movements only; and

WHEREAS, CMW is agreeable to granting such trackage rights to Central as aforesaid, subject, however, to terms and conditions as hereinafter provided:

NOW, THEREFORE, it is mutually agreed by and between the parties hereto, as follows:

1. CMW hereby grants to Central the right and privilege to use in the manner and upon the terms and conditions hereinafter provided, during the term of this agreement, jointly with CMW and such other party or parties as may be permitted by CMW to participate in such joint use, that portion of CMW's railroad consisting of main track and other tracks and facilities as shown in red on Exhibit A attached hereto and made a part hereof dated _____, hereinafter referred to as "Joint Track," for movement of freight trains, switching to industries and interchange with other railroads including the operation of run-through trains, between any points between the above referenced stations.

Central shall be allowed to receive and deliver any freight, mail, express or other freight traffic at any point on the Joint Track, and shall be allowed to serve any industries, any railroads and any facilities, now or hereafter located on or along the Joint Track via the Joint Track or as a tenant of CMW from any track connecting to the Joint Track.

Central accepts the use of Joint Track, as hereinabove granted, and agrees to be bound by all terms and conditions of the Agreement. Central shall not have the right to permit any other railroad to operate over the Joint Track, except run-through trains currently operating or future run-through trains as agreed to between the parties. Said trains shall for purposes of this agreement be considered trains of Central. All detour movements over Joint Track shall be arranged for with CMW.

2. Central agrees to pay CMW monthly \$.25 per car mile for each car (loaded or empty) and caboose and \$.50 per locomotive mile for each locomotive operated upon the Joint Track, including run-through trains operating from another railroad being delivered or received on or via the Joint Track to Central.

The rates as set forth in this Section 2 shall be subject to adjustment effective January 1 of each year commencing on January 1, 1987, based on changes in the AAR Railroad Cost Recovery Indices of Chargeout Prices and Wage Rates, Southern District, material prices, wage rates and supplements combined, excluding fuel, using the 1985 final indice of 190.9 as the base. If the AAR or any successor organization discontinues publication of the Indices, an appropriate substitute shall be negotiated by the parties.

Central shall make all payments to the Treasurer of CMW in the City of Chicago, Illinois or to such person as the Treasurer may, in writing direct. Bills for amounts payable under this Agreement shall be rendered currently, if possible, and shall be paid within sixty (60) days from the date received. So much of the books, accounts, and records of each party as pertain to this Agreement shall be open to examination during regular office hours.

Bills shall be paid as rendered notwithstanding any error of ordinary character likely to occur in railroad accounts, the necessary corrections to be made in subsequent bills.

Central shall furnish CMW with monthly reports of the mileage of locomotives, cars and cabooses which are operated over Joint Track, or any portion thereof, under this Agreement.

3. Maintenance and operation of the Joint Track, including the handling of trains by Central shall, at all times, be under the control and management of CMW, and shall be subject to such rules and regulations as may be from time to time established by CMW and to orders and directions of the officers of CMW in charge of the Joint Track. All such rules, regulations, orders, and directions shall be reasonable and fair, and without preference or discrimination in favor of or against the parties hereto or any other party or parties now using or hereafter permitted to participate in the use of the tracks and facilities of CMW within the limits of the Joint Track. Central shall at Central's own expense, obtain and install crystals with an appropriate CMW frequency in radios on Central trains operating on and over the Joint Track. CMW

shall be bound to use only reasonable and customary care, skill and diligence in maintaining, repairing, renewing, managing and operating the Joint Track and Central shall not, by reason of the failure or neglect of CMW to maintain, repair, renew, manage or operate the Joint Track in any particular manner have or make any claim or demand against CMW for any loss, cost, damage or expense incurred by Central by reason of such failure or neglect.

4. All employees of Central engaged in or connected with the operations over Joint Track shall be required to pass periodic examinations on the rules of CMW, provided that with respect to such examinations, that upon request of Central, CMW shall qualify one or more of Central's supervisory officers on said rules and such supervisory officer or officers so qualified shall examine all employees of Central engaged in or connected with Central's operations over the Joint Track. If a CMW officer conducts such examination, Central shall pay therefor \$25.00 for each employee so examined. Central shall be responsible for seeing that its employees are qualified and have taken such rules examinations. CMW shall furnish Central with switch keys, timetables, rule books, rule interpretation books and safety books and Central shall pay therefor \$10.00 for each book and timetable and \$5.00 for each switch key so furnished.

If any employee of Central shall neglect, refuse or fail to abide by CMW's rules, instructions or restrictions governing the operation over the Joint Track, such employee shall, upon written request of CMW, be prohibited by Central from working on the Joint Track and Central shall release and indemnify CMW from and against any and all claims and expenses because of such withdrawal.

Should any equipment while being operated in a Central train upon and over the Joint Track become bad order, Central may set it out, in which event Central conductor shall make a report to CMW's train dispatcher in accordance with CMW's operating rules. Central shall repair or have repaired such equipment and after necessary repairs are completed, it shall be picked up as soon as possible by a train of Central.

Should any engine, train, or car of Central be derailed or damaged while being run or operated upon the Joint Track, they shall be rerailed or cleared by CMW, except that Central train crews may rerail derailed cars in Central trains on the Joint Track when a wrecking derrick is not required, but in any such case, Central train crews shall consult with and be

governed by directions of CMW's officers, it being the understanding that CMW reserves the right to rerail cars in Central's trains when, in the judgment of CMW's officers, they deem it advisable for CMW to do so to minimize delays and interruptions to trains. The cost and expense of clearing wrecks or rerailing cars shall be treated as an item of expense determined in accordance with applicable billing rules of CMW to be borne and assumed by the parties hereto under the provisions of Section 9 of this agreement.

5. CMW reserves the right to make any changes, alterations, additions, or improvements in or to, or in the location of any tracks or facilities which Central is permitted to use under the provisions of this agreement that may be deemed desirable or necessary in the judgment of CMW or which may be required by any lawful public authority.

It is understood and agreed that this agreement shall not and does not vest any right of ownership in Central in the Joint Track.

6. Each party shall protect and save harmless the other party from and against all fines and penalties arising, growing out of, or incident to the failure of any engines, cars, or other equipment of or in its account to comply with the Federal Safety Appliance Act, or any other laws, federal or state, or rule and regulations promulgated by the Interstate Commerce Commission or any lawful governmental authority governing the construction, condition, or state of repair of such engines, cars, or equipment.

7. It is understood and agreed by and between the parties hereto that the rights and privileges herein granted by CMW to Central in regard to the whole or any part of the facilities specified in this agreement may hereafter be affected by municipal grants or ordinances, or the orders of any public authority. The rights and privileges granted herein shall therefore be taken by Central subject to such grants, ordinances, or the orders as are now or may hereafter become effective, and shall continue no longer and extend no further than CMW may lawfully grant them.

8. In case, by reason of the destruction or injury by public enemies, riots, fire, flood, storm, or unforeseen event, of the facilities of CMW hereinabove defined as the Joint Track, whereby Central is wholly deprived of the use thereof for the proper transaction of business, CMW, if it can reasonably do so, shall furnish alternate facilities for use of Central in lieu of those so destroyed, injured or affected

which shall be adequate for handling of Central's business. This agreement shall not be altered or discontinued on account of such destruction or injury, nor shall there be any right to demand the revocation of this agreement or damages on account of such destruction, injury, or deprivation.

9. For the purpose of determining and apportioning liability between the parties hereto for damages as hereinafter in this Section 9 defined, it is understood and agreed:

A. Whenever the trains, locomotives or cars (including train crew personnel) of one party hereto are involved in an incident without the trains, locomotives or cars of the other party being involved, the party whose trains, locomotives or cars are involved shall be separately and individually liable for and shall forever indemnify and save harmless the other party from all expenses and liability for loss of and damage to property of any kind (including property of either party hereto) and for injury (including death) to all persons (including employees of either party hereto), regardless of the cause or causes of such incident, in all respects as if said party had been in the exclusive use and control of said Joint Track.

B. In all cases of an incident between the trains, locomotives or cars operated by one party hereto and the trains, locomotives or cars operated by the other party, each party hereto shall assume responsibility for loss of and damage to the trains, locomotives or cars operated by it (including loading) and injury (including death), to its employees on or about such trains, locomotives or cars, regardless of the cause or causes of such incident. Injury (including death) to all other persons and loss of or damage to all other property (including the Joint Track) shall be shared equally by the parties.

C. CMW shall have the right to settle all claims, up to the sum of Ten Thousand Dollars (\$10,000.00), arising from acts or omissions under this agreement and such settlement shall be conclusively binding on the parties hereto.

D. In the event of any suit brought against either party hereto for which the other party is or is alleged to be solely or jointly liable, the party against whom such suit is brought shall at once give the other party notice in writing thereof, and thereupon such other party shall assume or join in the defense of such suit, and shall pay all or the proportion assumed by it under the provisions of Section 9 of attorneys' fees, costs, and expenses incurred in defending such suit, as well as all damages that may be recovered therein.

E. If a judgment should be recovered against and satisfied by either party involving a liability which should, under this agreement, be borne entirely or participated in by the other party, and said party is given notice pursuant to paragraph 4D of this Section 9, then all expenses of whatsoever nature, including costs and fees, connected with such judgment and with the prosecution of the suit upon which it was based, shall be settled between the parties hereto in strict accordance with the provisions of this agreement, and the party against whom such judgment shall have been recovered shall be promptly reimbursed by the other party to the extent to which the latter is indebted.

10. Each party covenants and agrees to pay for all damages assumed by it under the provisions of this agreement and will indemnify and save harmless the other party hereto from and against all liability and claims therefor or by reasons thereof and will pay, satisfy, and discharge all judgments that may be rendered by reason thereof, and all costs, charges and expenses incident thereto.

11. Central agrees to wholly reimburse CMW for the payment by CMW of any labor claims or labor protection costs and expenses, which may result from Central's use of the Joint Track or withdrawal from use of the Joint Track. This provision shall not apply to labor claims as a result of the Purchase and Sale Agreement between the parties dated

12. If, at any time, a controversy shall arise between the parties hereto touching the construction of any part of this agreement or concerning the business or the manner of transacting business carried on under the provisions hereof or concerning the observance or performance of any covenant or condition in this agreement contained or the rights or obligations of either party under or arising from this agreement, such controversy shall be submitted to an arbitrament of persons experienced in railroading to be chosen as hereinafter provided.

The party desiring such arbitration shall select an arbitrator and give written notice thereof to the other party and shall state in such notice precisely the matter or matters which it is proposed to bring before the arbitrators and the name of the person selected as arbitrator by such party; and, thereupon, it shall become the duty of the other party, to, within thirty (30) days following receipt of such written notice, so notify in writing the moving party and select an

arbitrator and include in said written notice the name of the arbitrator selected by it. If such other party shall notify the moving party but fails to name an arbitrator, said arbitrator shall be appointed by the Judge of the United States District Court for the District in which East St. Louis, Illinois, shall then be situated upon the moving party's first giving fifteen (15) days' written notice of such application to such other party.

The two arbitrators selected shall select a third disinterested arbitrator and, in the event they cannot, within thirty (30) days after the appointment of the second arbitrator, agree upon a third arbitrator, said third arbitrator shall be appointed by the Judge of said District Court upon application of either of the parties.

The board of arbitrators so constituted as aforesaid shall give to each of the parties hereto thirty (30) days' written notice of the time and place of the initial hearing and shall proceed without delay to hear and determine the matters in dispute. Said arbitrators shall hear all competent, relevant, and material evidence offered by either of said parties to the arbitration and bearing on the matters under consideration, and they shall promptly determine and adjudicate from such evidence and from this agreement the matters at issue between the parties hereto. In reaching their decision, the arbitrators shall be governed by the rules of law applicable thereto. Each of the parties hereto may be represented by counsel at any hearing and shall be given reasonable notice of each hearing.

The award of such arbitrators, or of a majority of them, shall be final and binding upon the parties to such arbitration, and each party shall immediately make such changes in the conduct of such party's business or such payment as restitution, as the case may be, as in and by such award may be required. The books and papers of the parties hereto, so far as they relate to matters submitted to arbitration, shall be open to the investigation of the arbitrators.

Each of the parties shall pay the compensation and expenses of the arbitrator selected by or for it and the fees and expenses of its counsel and witnesses, and all other expenses of the arbitration shall be borne equally by the parties hereto. Until the arbitrators shall make their award upon any matter or matters submitted to them, the business, settlements, and payments to be transacted and made under this agreement shall continue to be transacted and made in the same manner and form existing prior to the rise of the controversy with respect to such matter or matters.

In lieu of a board of arbitrators chosen in the manner hereinbefore provided, the question in controversy may be submitted to a single arbitrator selected by the parties hereto and the written decision of such arbitrator shall be final and binding and the compensation and expenses of such arbitrator shall be borne equally by the parties to the arbitration.

13. Central shall, at its own cost and expense, initiate by appropriate application or petition and thereafter, diligently prosecute proceedings for the procurement of all necessary consent, approval or authority from any governmental agency for the sanction of this agreement and the operations to be carried on by Central hereunder or exemption therefrom. CMW, at its expense, shall assist and support said application or petition and will furnish such information and execute, deliver, and file such instrument or instruments in writing as may be necessary or appropriate to obtain such governmental consent, approval or authority. CMW and Central agree to cooperate fully to procure all necessary consent, approval or authority.

14. This agreement is conditioned upon and shall be effective as of the "Closing Date" as defined in that certain Purchase and Sale Agreement between the parties hereto and dated as of July 28, 1986, and shall continue in force and effect for a period of twenty-five (25) years from said date and, thereafter until the expiration of twelve (12) months after written notice shall have been given by either party hereto to the other of its desire to terminate this agreement.

Each party may waive any default or failure of the other party at any time without affecting or impairing any right arising from any subsequent default or failure.

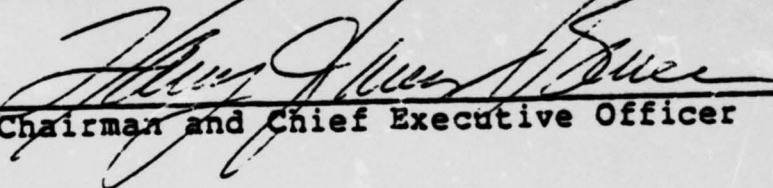
If any provision of this agreement is declared invalid by any tribunal, the remaining provisions of this agreement shall not be affected thereby.

All notices to be given hereunder by either party shall be made in writing and delivered by registered or certified United States mail and addressed to the officer in charge of operations of the other party at its general office.

15. This agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors, lessees and assigns, but no sale, assignment, mortgage or lease by Central of any interest or right given it under this agreement shall be valid or binding without the prior written consent of CMW.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year first above written.

ILLINOIS CENTRAL GULF RAILROAD COMPANY

By 
Chairman and Chief Executive Officer

CHICAGO, MISSOURI & WESTERN RAILWAY CO.

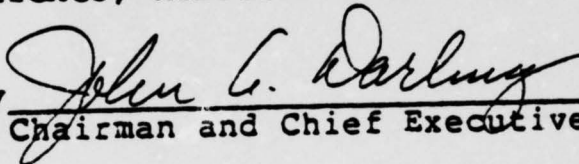
By 
Chairman and Chief Executive Officer

Exhibit B

Red = IC
Pink Dashed = NS
Yellow Dashed = UP
Blue Dashed = KCS

Note: UP owns eastern
most track. NS owns
two western tracks
between arrows.

IC has trackage rights on
UP between arrows. When on NS
trackage, IC is UP's subtenant.

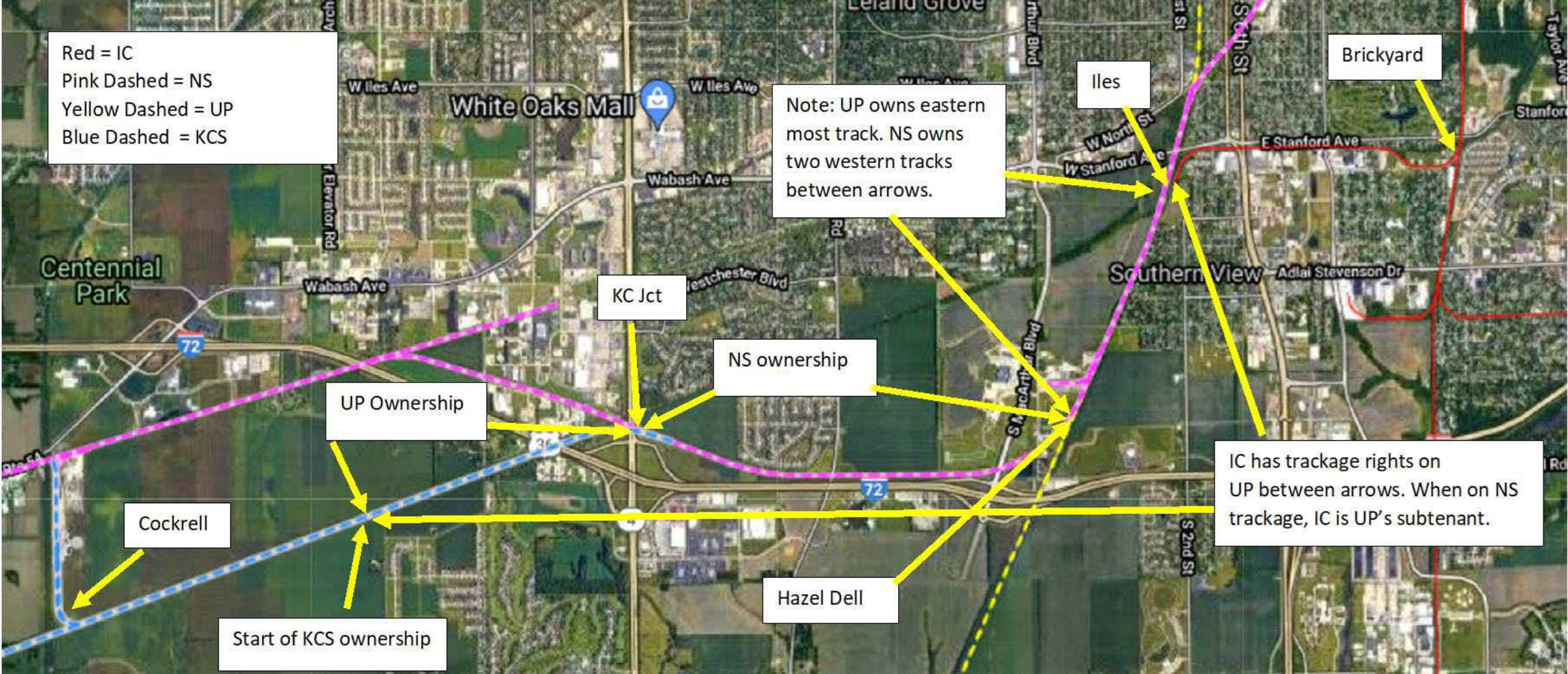


Exhibit C

From: Hart, Helen M. <helen.hart@nscorp.com>
Sent: Wednesday, November 12, 2025 01:12 PM
To: Christopher Diamond; Lamarcus Williams; drgarton-up
Cc: Michael Matteucci; tspratt@up.com; Woods, Mark S.; Wilkinson, Jermaine X.
Subject: RE: CN Access to ADM Facility in Springfield, IL

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Correct – We take no position on agreements between UP and CN.

My work hours are not necessarily your work hours. Unless this email is urgent and labelled as such, feel free to read it during your work hours.

Helen Hart
(She, Her, Hers)
Senior Deputy General Counsel
757-802-0972 (m)
helen.hart@nscorp.com

NORFOLK SOUTHERN
650 W Peachtree St NW
Atlanta, GA 30308
www.norfolksouthern.com



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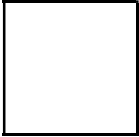
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From: Christopher Diamond <christopher.diamond@cn.ca>
Sent: Wednesday, November 12, 2025 11:00 AM
To: Hart, Helen M. <helen.hart@nscorp.com>; Lamarcus Williams <LAMARCUS.WILLIAMS@CN.CA>; drgarton-up <drgarton@up.com>
Cc: Michael Matteucci <mike.matteucci@cn.ca>; tspratt@up.com; Woods, Mark S. <Mark.Woods@nscorp.com>; Wilkinson, Jermaine X. <Jermaine.Wilkinson@nscorp.com>
Subject: [EXTERNAL] RE: CN Access to ADM Facility in Springfield, IL

Helen,

My understanding from our call on October 10 is that NS does not *dispute* CN's right to operate as UP's subtenant and will not block UP from admitting CN. I do not read your message below as inconsistent with those points, but please confirm.

Thank you.



Christopher K. Diamond

Counsel, Regulatory Affairs | Law Department
C: 771-241-0973

What's New at CN | Quoi de neuf au CN

From: Hart, Helen M. <helen.hart@nscorp.com>

Sent: Wednesday, November 12, 2025 9:24 AM

To: Lamarcus Williams <LAMARCUS.WILLIAMS@CN.CA>; drgarton-up <drgarton@up.com>

Cc: Michael Matteucci <mike.matteucci@cn.ca>; Christopher Diamond <christopher.diamond@cn.ca>; tspratt@up.com; Woods, Mark S. <Mark.Woods@nscorp.com>; Wilkinson, Jermaine X. <Jermaine.Wilkinson@nscorp.com>

Subject: RE: CN Access to ADM Facility in Springfield, IL

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Just to be clear, NS's position is that any rights CN may have over the NS track from Hazell Dell to Isles would be derived from a tenancy under rights UP may have. NS has no records of any rights granted directly to CN from NS over that line. We have no opinion on whether CN has rights over any UP-owned track, of course.

My work hours are not necessarily your work hours. Unless this email is urgent and labelled as such, feel free to read it during your work hours.

Helen Hart

(She, Her, Hers)
Senior Deputy General Counsel
757-802-0972 (m)
helen.hart@nscorp.com

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From: Lamarcus Williams <LAMARCUS.WILLIAMS@CN.CA>

Sent: Tuesday, November 11, 2025 4:39 PM

To: drgarton-up <drgarton@up.com>

Cc: Michael Matteucci <mike.matteucci@cn.ca>; Christopher Diamond <christopher.diamond@cn.ca>; tspratt@up.com; Hart, Helen M. <helen.hart@nscorp.com>

Subject: [EXTERNAL] CN Access to ADM Facility in Springfield, IL

John,

I understand that the UP and NS now recognize CN's trackage rights from the CN connection in Springfield, IL to the end of UP ownership on the UP-Airline Block. This includes the use of the NS trackage between Iles and New KC Jct. as UP's subtenant.

With that said, can you please advise when UP can arrange pilots, including any NS pilots required, for CN personnel to become qualified to operate over this territory. CN intends to get qualified as soon as possible for potential grain trains operating out of the ADM facility at Cockrell this fall.



LaMarcus Williams

Superintendent, Illinois Zone | Operations

C: 225-210-3101

[What's New at CN](#) | [Quoi de neuf au CN](#)

CERTIFICATE OF SERVICE

I hereby certify that on this 1st day of December, 2025, a copy of the preceding Petition for Declaratory Order was served by email on Union Pacific Railroad Company.

/s/ Christopher K. Diamond
Christopher K. Diamond