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CN-18, FD 36500 (Sub-Nos. 1-4)

June 9, 2022

By E-Filing

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street S.W.
Washington, DC 20423

Re: Finance Docket No. 36500, Sub-No. 1, *Illinois Central R.R. Co. – Acquisition of a Line of R.R. Between Kansas City, MO, and Springfield and East St. Louis, IL – Kansas City Southern Ry. Co., et al.*

Finance Docket No. 36500, Sub-No. 2, *Illinois Central R.R. Co. – Trackage Rights Between Airline Junction, MO, and Grandview, MO – Kansas City Southern Ry. Co., et al.*

Finance Docket No. 36500, Sub-No. 3, *Canadian Nat'l Ry. Co. & Illinois Central R.R. Co. – Control – Gateway Eastern Ry. Co.*

Finance Docket No. 36500, Sub-No. 4, *Illinois Central R.R. Co. – Assignment of KCS Trackage Rights Between Rock Creek Junction, MO, and Airline Junction, MO – Union Pacific R.R. Co.*

Dear Ms. Brown,

Canadian National Railway Company and Illinois Central Railroad Company (collectively, "CN") respectfully submit for filing the enclosed amended responsive application in the above-captioned dockets. In accordance with Decision No. 17, CN has amended the responsive application that it originally submitted on February 28 to reflect the latest iteration of

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Applicant density data, contained in the Amended Operating Plan submitted by Applicants on May 13, 2022, as amended by the errata filed on May 20, 2022.

CN notes that most aspects of its Responsive Application remain unchanged from February 28, 2022. In particular, the text of the application itself is largely unchanged from the version submitted on February 28 (except for the introductory section), as are the Verified Statements of David Hunt, Keith Reardon, Daniel R. Bresolin, Sarah Slazinski, and David Przednowek. Exhibits 1, 2, 11, and 12 (and all sub-exhibits thereto) are also identical to those submitted on February 28.

The substantial public benefits of CN's Responsive Application remain the same as those detailed in the original February 28 application. If approved, divestiture of the Springfield Line to CN would take more than 80,000 long-haul trucks off the road annually—more than CP and KCS project for their entire merger. Converting these long-haul truck movements to rail has substantial environmental benefits in the form of lower greenhouse gas emissions, reduced highway traffic, and greater supply chain resilience in the face of trucking labor shortages.

The responsive application reiterates CN's commitment to making substantial investments not merely to preserve the Springfield Line as a competitive routing option for the Kansas City-Chicago- Detroit-Eastern Canada corridor, but to upgrade it into a faster, more efficient route with enhanced intermodal and automotive traffic capacity. And CN continues to propose a divestiture in which CP-KCS would have haulage access to all current and future customers on the Springfield Line, thus ensuring that no customer would lose a competitive rail option and that many would gain an additional rail option. CN's responsive application remains an unambiguously pro-competitive way to address the diminution in competition that would plainly result if CP were allowed to consolidate control over two routes between Kansas City, on the one hand, and Chicago, Detroit, and Eastern Canada, on the other hand.

The following elements of CN's Amended Responsive Application reflect changes from the original Responsive Application.

- Exhibit 4 (Environmental Data) reflects updated information that CN provided to the Board's Office of Environmental Analysis today. The original environmental data that was included as Exhibit 4 to CN's Responsive Application is marked as Exhibit 4A; supplemental information that is being provided today is marked as Exhibit 4B.

- Exhibit 8 (Change in Ownership or Control) replaces references to CN's former President and CEO with references to CN's current President and CEO Tracy Robinson.

- Exhibit 13 (Operating Plan) has been amended to account for Applicants' changed density numbers for the KCS Springfield Line. The essential contours of CN's Operating Plan remain the same as those explained on February 28. For the convenience of the Board and interested parties, CN is including an attachment that tracks all changes between CN's February 28 operating plan and the operating plan that it is submitting today pursuant to Decision No. 17.

- Exhibit 14 (Density Charts) reflects changes in KCS densities based on Applicants' June 13 filing. These "modeled" June 13 densities are shown in Exhibit 14B. All CN densities are based on actual historic traffic and are unchanged.

- Third Verified Statement of Carl Van Dyke. CN witness Carl Van Dyke has submitted a verified statement that addresses the multiple shortcomings in the modeled density numbers put forward by the Amended Operating Plan. In accordance with Decision No. 17, however, Mr. Van Dyke explains how he used Applicants' modeled density numbers to develop alternative operating plan calculations in Exhibit 14. Mr. Van Dyke's

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Verified Statement is identical to the statement being submitted as an exhibit to CN's Comments filed today in Finance Docket 36500.

CN is separately providing its workpapers to the Board, and is serving its workpapers upon counsel for Applicants and other counsel who have previously requested workpapers. Workpapers will be made available upon request to interested parties who have signed the protective order.[1]

Respectfully submitted,

/s/ Raymond A. Atkins

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cc: Parties of Record in FD 36500 and Sub-Dockets 1-5

[1] CN's workpaper submission includes three workpapers that have been amended from CN's February 28 submission in accordance with the Decision No. 17 instructions: "HC (Amended) Operating Metrics Estimation of Line Density and Train Count Methodology.pdf"; "HC (Amended) Operating Metrics Estimation of Yard Activity Methodology.pdf"; and HC (Amended) Springfield Line Network and Traffic Development for MultiRail Methodology.pdf."

BEFORE THE
SURFACE TRANSPORTATION BOARD

STB FINANCE DOCKET NO. 36500 (SUB-NO. 1)

ILLINOIS CENTRAL RAILROAD COMPANY – ACQUISITION OF A LINE OF RAILROAD BETWEEN KANSAS CITY, MO, AND SPRINGFIELD AND EAST ST. LOUIS, IL – KANSAS CITY SOUTHERN RAILWAY COMPANY

STB FINANCE DOCKET NO. 36500 (SUB-NO. 2)

ILLINOIS CENTRAL RAILROAD COMPANY – TRACKAGE RIGHTS BETWEEN AIRLINE JUNCTION, MO, AND GRANDVIEW, MO – KANSAS CITY SOUTHERN RAILWAY COMPANY

STB FINANCE DOCKET NO. 36500 (SUB-NO. 3)

CANADIAN NATIONAL RAILWAY COMPANY AND ILLINOIS CENTRAL RAILROAD COMPANY – CONTROL – GATEWAY EASTERN RAILWAY COMPANY

STB FINANCE DOCKET NO. 36500 (SUB-NO. 4)

ILLINOIS CENTRAL RAILROAD COMPANY – ASSIGNMENT OF KCS TRACKAGE RIGHTS BETWEEN ROCK CREEK JUNCTION, MO, AND AIRLINE JUNCTION, MO – UNION PACIFIC RAILROAD COMPANY

AMENDED APPLICATION AND EXHIBITS

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Dated: June 9, 2022

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1180.6(a)(6)	Map (exhibit 1). Submit a general or key map indicating clearly, in separate colors or otherwise, the line(s) of applicant carriers in their true relations to each other, short line connections, other rail lines in the territory, and the principal geographic points in the region traversed. If a geographically limited transaction is proposed, a map detailing the transaction should also be included. In addition to the map accompanying each application, 20 unbound copies of the map shall be filed with the Board.	22
1180.6(a)(7)(i)	Describe the nature of the transaction (e.g., merger, control, purchase, trackage rights), the significant terms and conditions, and the consideration to be paid (monetary or otherwise).	22
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1180.6(a)(7)(iii)	If a consolidation or merger is proposed indicate: (A) The name of the company resulting from the consolidation or merger; (B) the State or territory under the laws of which the consolidated company is to be formed or the merged company is to file its certificate of amendment; (C) the capitalization proposed for the resulting company; and (D) the amount and character of the capital stock and other securities to be issued.	24
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1180.6(b)(3)	Change in control (exhibit 8). If an applicant carrier submits an annual report Form R-1, indicate any change in ownership or control of that applicant carrier not indicated in its most recent Form R-1, and provide a list of the principal six officers of that applicant carrier and of any related applicant, and also of their majority-owned rail carrier subsidiaries. If any applicant carrier does not submit an annual report Form R-1, list all officers of that applicant carrier, and identify the person(s) or entity/entities in control of that applicant carrier and all owners of 10% or more of the equity of that applicant carrier.	27
1180.6(b)(5)	Issues (exhibit 10). Submit a discussion of any other issues relevant to the transaction.	28

1180.6(b)(6)	Corporate chart (exhibit 11). Submit a corporate chart indicating all relationships between applicant carriers and all affiliates and subsidiaries and also companies controlling applicant carriers directly, indirectly or through another entity (with each chart indicating the percentage ownership of every company on the chart by any other company on the chart). For each company: include a statement indicating whether that company is a noncarrier or a carrier; and identify every officer and/or director of that company who is also an officer and/or director of any other company that is part of a different corporate family that includes a rail carrier. Such information may be referenced through notes to the chart.	28
1180.6(b)(7)	If applicant is not a carrier, indicate (i) the type of business in which it is engaged, (ii) the length of time so engaged, and (iii) its present and prospective activities which have or may have a relation to transportation subject to 49 U.S.C. Subtitle IV.	29
1180.6(b)(8)	Intercorporate or financial relationships. Indicate whether there are any direct or indirect intercorporate or financial relationships at the time the application is filed, not disclosed elsewhere in the application, through holding companies, ownership of securities, or otherwise, in which applicants or their affiliates own or control more than 5% of the stock of a non-affiliated carrier, including those relationships in which a group affiliated with applicants owns more than 5% of the stock of such a carrier. Indicate the nature and extent of any such relationships, and, if an applicant owns securities of a carrier subject to 49 U.S.C. Subtitle IV, provide the carrier's name, a description of securities, the par value of each class of securities held, and the applicant's percentage of total ownership. For purposes of this paragraph, “affiliates” has the same meaning as “affiliated companies” in Definition 5 of the Uniform System of Accounts (49 CFR part 1201, subpart A).	29
1180.7	For … significant transactions, applicants shall submit impact analyses (exhibit 12) describing the impacts of the proposed transaction – both adverse and beneficial – on inter- and intramodal competition with respect to freight surface transportation in the regions affected and on the provision of essential services by applicants and other carriers. …	30

1180.8(b) For major and significant transactions: Operating plan (exhibit 13). Submit a summary of the proposed operating plan changes, based on the impact analyses, that will result from the transaction, and their anticipated timing, allowing for any time required to complete rehabilitation, upgrading, yard construction, or other major operational changes following consummation of the proposed transaction. The plan should make clear the gains in service, operating efficiencies, and other benefits anticipated from the merger. 30

CONCLUSION..... 38

EXHIBITS

Exhibit 1: Maps

Exhibit 1A: Map of the Springfield Line (Sub-No. 1)
Exhibit 1B: Map of the Trackage Rights Between Airline Junction, MO and Grandview, MO (Sub-No. 2)
Exhibit 1C: Map of the Gateway Eastern Railway Company (Sub-No. 3)
Exhibit 1D: Map of the Trackage Rights Between Airline Junction, MO and Rock Creek Junction, MO (Sub-No. 4)

Exhibit 2: Proposed Agreements

Exhibit 2A: Asset Purchase Agreement
Exhibit 2B: Trackage Rights Agreement
Exhibit 2C: Haulage Services Agreement
Exhibit 2D: Assignment and Assumption Agreement

Exhibit 4: Environmental Data

Exhibit 4A: February 22, 2022 Environmental Submission to OEA
Exhibit 4B: June 9, 2022 Environmental Submission to OEA

Exhibit 8: Change in Ownership or Control

Exhibit 11: Corporate Chart

Exhibit 12: Market Analyses

Exhibit 12A: Verified Statement of David Hunt
Exhibit 12B: Verified Statement of Keith Reardon
Exhibit 12C: Verified Statement of Daniel R. Bresolin
Exhibit 12D: Verified Statement of Sarah Slazinski
Exhibit 12E: Verified Statement of David Przednowek

Exhibit 13: Operating Plan

Exhibit 13A: Redline of Operating Plan Compared to Original February 28 Operating Plan

Exhibit 14: Density Charts

APPENDICES

Appendix A: **Opinion of Counsel**

Appendix B: **Customer Support Statements**

Appendix C: **Verified Statement of Carl Van Dyke**

BEFORE THE
SURFACE TRANSPORTATION BOARD

STB FINANCE DOCKET NO. 36500 (SUB-NO. 1)

ILLINOIS CENTRAL RAILROAD COMPANY – ACQUISITION OF A LINE OF RAILROAD BETWEEN KANSAS CITY, MO, AND SPRINGFIELD AND EAST ST. LOUIS, IL – KANSAS CITY SOUTHERN RAILWAY COMPANY

STB FINANCE DOCKET NO. 36500 (SUB-NO. 2)

ILLINOIS CENTRAL RAILROAD COMPANY – TRACKAGE RIGHTS BETWEEN AIRLINE JUNCTION, MO, AND GRANDVIEW, MO – KANSAS CITY SOUTHERN RAILWAY COMPANY

STB FINANCE DOCKET NO. 36500 (SUB-NO. 3)

CANADIAN NATIONAL RAILWAY COMPANY AND ILLINOIS CENTRAL RAILROAD COMPANY – CONTROL – GATEWAY EASTERN RAILWAY COMPANY

STB FINANCE DOCKET NO. 36500 (SUB-NO. 4)

ILLINOIS CENTRAL RAILROAD COMPANY – ASSIGNMENT OF KCS TRACKAGE RIGHTS BETWEEN ROCK CREEK JUNCTION, MO, AND AIRLINE JUNCTION, MO – UNION PACIFIC RAILROAD COMPANY

AMENDED RESPONSIVE APPLICATION OF ILLINOIS CENTRAL RAILROAD COMPANY

Pursuant to 49 U.S.C. §§ 11324(c) and 49 C.F.R. Part 1180, Canadian National Railway Company ("CN") and Illinois Central Railroad Company ("ICRR") (referred to hereinafter as "Applicants") submit this amended responsive

application (the "Responsive Application") for approval by the Surface Transportation Board ("Board") of ICRR's acquisition of Kansas City Southern Railway Company's ("KCS's") lines between Kansas City, Missouri and Springfield, Illinois and East St. Louis, Illinois (the "Springfield Line") pursuant to the Board's statutory authority to order the divestiture of parallel tracks as a condition of the proposed merger of KCS with Canadian Pacific ("CP") in STB Finance Docket No. 36500.

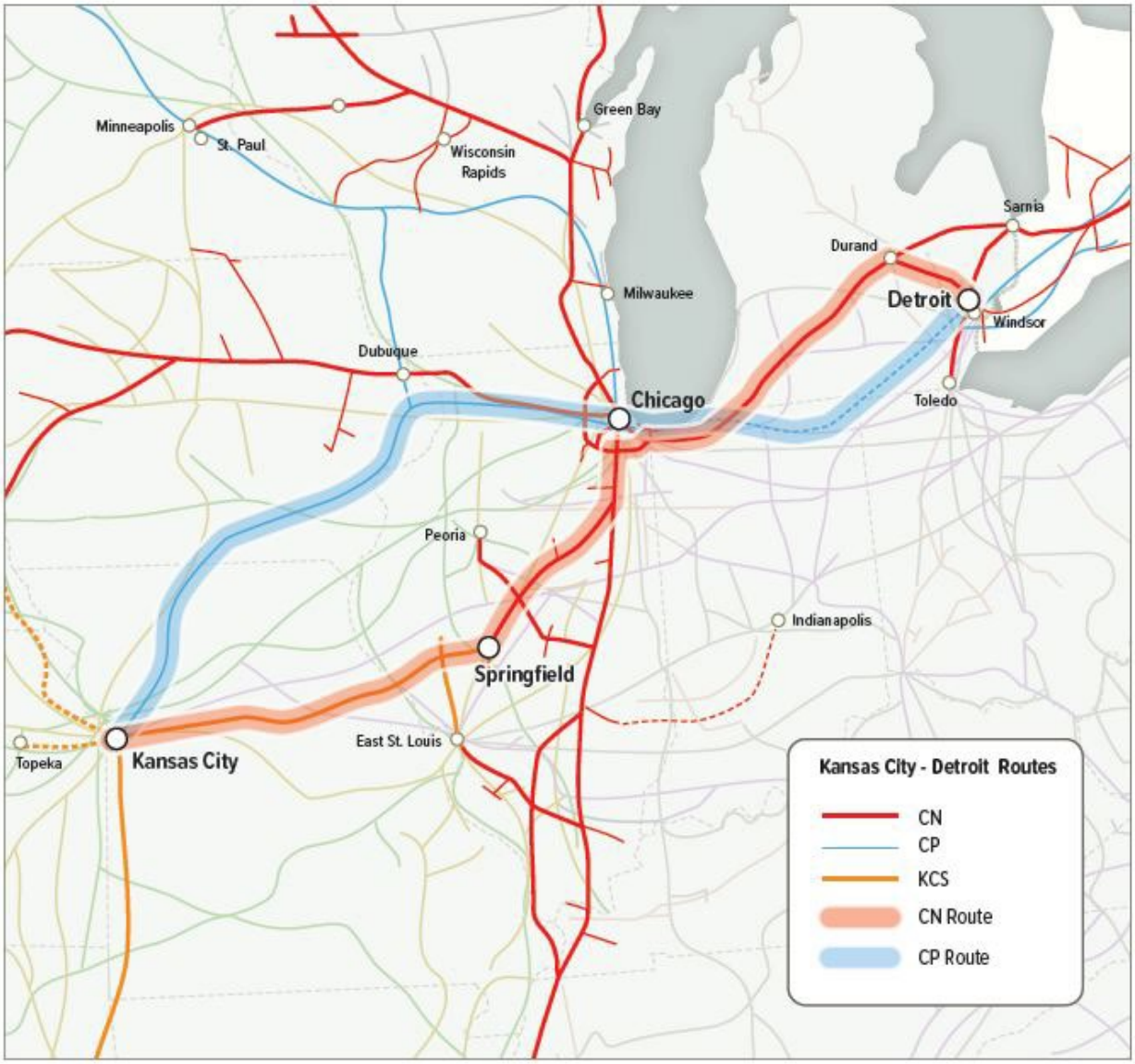
Pursuant to Decision No. 17, this Responsive Application relies on the modeled density data that Applicants put forth in their Amended Operating Plan filed May 13, 2022 (despite CN's continuing concerns about the unreliability of that modeled data). The Decision No. 17 changes have no effect on most aspects of CN's Responsive Application, but certain information in the Operating Plan (Exhibit 13) and Density Charts (Exhibit 14) has been changed to reflect Applicants' May 13 submission. CN also includes the additional environmental data that it is providing to the Office of Environmental Analysis as Exhibit 4B, and it includes Carl Van Dyke's Verified Statement addressing the myriad problems with Applicants' density data modeling as a new Appendix C.

EXECUTIVE SUMMARY

Canadian National Railway Company ("CNR") and its United States rail carrier affiliate, ICRR, (collectively "CN") ask the Board to order CP and KCS to divest the parallel Springfield Line to Applicants as a condition of any approval of the proposed CP-KCS merger. Allowing CP to consolidate control over two routes between Kansas City, on the one hand, and Chicago, Detroit, and Eastern Canada,

on the other hand, would diminish competitive alternatives for rail customers—particularly because the CP-KCS Application makes clear that CP will favor its existing Chicago-Kansas City route over potential routings involving the parallel Springfield Line.

CP's Line and the Springfield Line Are Plainly Parallel



CN is committed to making substantial investments not merely to preserve the Springfield Line as a competitive routing option for the Kansas City-Chicago-

Detroit-Eastern Canada corridor, but to upgrade it into a faster, more efficient route with enhanced intermodal and automotive traffic capacity. Applicants project that the proposed divestiture transaction will enable ICRR to take more than 80,000 long-haul trucks off the road annually—in fact more trucks than would be diverted by the entire CP-KCS combination. By approving the divestiture, the Board will assure that a viable alternative route will not fall into disuse and disrepair, foster competition on a key corridor, and generate significant public benefits.

This Responsive Application is properly classified as a "minor" transaction, because the proposed divestiture transaction "clearly will not have any anticompetitive effects."[1] To the contrary, the transaction will be unambiguously pro-competitive. No customer on the Springfield Line will have reduced transportation options—to the contrary, ICRR will give CP-KCS haulage access to all current and future customers on the Line. Indeed, many customers would gain additional transportation options, as local customers on the Springfield Line who currently have access to only KCS would have access to CN's network as well. As no customer on the line will lose a competitive option, and the acquisition will foster competition on a key corridor, the proposed divestiture transaction clearly satisfies the statutory criteria for a minor transaction. While CN believes this Responsive Application should be classified as a minor transaction, Applicants nonetheless provide all the information that would be required for a "significant" transaction. Applicants have provided thorough market analyses as Exhibit 12, including a

[1] 49 C.F.R. § 1180.2(b)(1), (c).

traffic diversion analysis and complementary statements from CN marketing personnel discussing the positive impact that the Responsive Application would have on transportation choices for intermodal, automotive, and grain customers. And in Exhibit 13 (Operating Plan), CN has provided a thorough and detailed operating plan that meets all the required elements of a "significant" operating plan, including density charts attached as Exhibit 14. This Responsive Application also contains other "significant" exhibits such as Exhibit 8 (Change in Ownership or Control) and Exhibit 11 (Corporate Chart).

This Responsive Application encompasses four separate sub-dockets. In Docket No. FD 36500 (Sub-No. 1), Applicant ICRR seeks approval for a line sale of the Springfield Line to ICRR, as a condition on any merger approval. In Docket No. FD 36500 (Sub-No. 2), Applicant ICRR seeks overhead trackage rights on KCS's Pittsburg Subdivision to reach the International Freight Gateway Terminal (in which ICRR would acquire a 50% ownership interest as part of the transaction in Docket No. FD 36500 (Sub-No.1)). In Docket No. FD 36500 (Sub-No. 3), CNR and ICRR seek authority to control by acquiring KCS's equity interest in the Gateway Eastern Railway Company ("GWER"), a KCS subsidiary which owns segments of the Springfield Line located in the East St. Louis terminal area. In Docket No. FD 36500 (Sub-No. 4), Applicant ICRR seeks acquisition by assignment of KCS's trackage rights over UP between Rock Creek Junction and Airline Junction, Missouri, which enable KCS (and would enable ICRR) to reach the joint agency at Knoche Yard and the IFG Terminal from the Springfield Line.

SPECIFIC INFORMATION REQUIRED BY THE REGULATIONS

49 C.F.R. § 1180.6 specifies information that must be included in applications filed under 49 U.S.C. § 11324(c). The requested information is provided below, preceded by the sub-section of the regulations to which it responds. Each regulatory requirement is set forth verbatim in bold. While Applicants believe that this Responsive Application should be classified as "minor," they include the information required for a significant application in the event the Board decides to evaluate the proposed divestiture condition as a significant transaction.

1. General Information Supporting the Transaction

1180.6(a)(1)(i) ***A brief summary of the proposed transaction, the name of the applicants, their business address, telephone number, and the name of the counsel to whom questions regarding the transaction can be addressed.***

The proposed transaction in Docket No. FD 36500 (Sub-No. 1) is the acquisition of control by ICRR of KCS's rail lines between Springfield, Illinois and East St. Louis, Illinois, on the one hand, and Kansas City, on the other hand (collectively, the "Springfield Line"), as a condition of CP's acquisition of KCS. The Springfield Line consists of the following KCS lines:

- The line from milepost ("MP") 192.4 at Cockrell (Springfield), IL through MP 482.0 at Rock Creek Jct. (Kansas City), MO (milepost equation at Murrayville, IL where MP 221.7=MP 226.7).
- The line from MP 68.2 at Roodhouse, IL (MP 237.2 on the first segment) through MP 287.2 at Church (East St. Louis), IL, including KCS's interest in the UP/KCS Joint Facility between Godfrey, IL and Church, IL (milepost equation at Godfrey, IL where MP 28.0=MP 252.1).
- The Jacksonville Branch from MP 226.7 at Murrayville, IL to MP 216.3 at Jacksonville, IL.

- KCS's interest as lessor in the Fulton Branch from MP 0.0 to MP 3.0 at Mexico, MO, leased to Ozark Valley Railroad, Inc.

In connection with the proposed divestiture in Docket No. FD 36500 (Sub-No. 1), the Responsive Application also seeks:

- Acquisition of an 8.33% ownership share of Kansas City Terminal Railway Company ("KCT"), which will enable ICRR to operate over KCT-controlled trackage in Kansas City.

- Assignment of KCS's overhead trackage rights over a 1.4-mile Union Pacific Railroad Company ("UP") line segment between Rock Creek Junction, Missouri, and Airline Junction, Missouri, in Kansas City. Specifically, Applicant ICRR is requesting assignment of KCS's existing overhead trackage rights, pursuant to the August 5, 1997 agreement or any amended or successor agreement, over UP's KC Metro Subdivision between MP 276.8+/- at Rock Creek Junction and MP 278.2+/- in the vicinity of Air Line Junction[2] in Kansas City, Missouri, a distance of approximately 1.4 miles.

- A 50% ownership interest in KCS's International Freight Gateway terminal (the "IFG Terminal") south of Kansas City.

In Docket No. FD 36500 (Sub-No. 2), Applicant ICRR requests overhead trackage rights on KCS's Pittsburg Subdivision to reach the IFG Terminal, extending from MP 5.6+/- at Airline Junction in Kansas City, MO, to MP 29.5+/- near Grandview, MO, including the tracks within, and providing entrance to and egress from, the IFG Terminal.

In Docket No. FD 36500 (Sub-No. 3), CNR and ICRR request Board approval for control to acquire KCS's interest in the GWER, a KCS wholly-owned subsidiary that owns trackage in the East St. Louis terminal area. (Upon approval of the applications in Sub-Nos. 1 and 3, ICRR will file a notice of intra-corporate family

[2] The Milepost known as Airline Junction is sometimes referred to as Southwest Junction.

transaction pursuant to which ICRR will acquire trackage rights over GWER between (i) GWER's Milepost 238.7 at or near Q Tower and GWER's Milepost 236.8 at or near Willows in East St. Louis, IL, (ii) between GWER's Milepost 2.3 at or near Wann in East Alton, IL and at GWER's Milepost 0.91 at or near Olin Brass in East Alton, IL, and (iii) from GWER's Milepost 265.01 at or near Roxana in Wood River, IL, to the change in ownership in the track with Shell Oil Company. This Responsive Application anticipates 100% common ownership of ICRR and GWER; accordingly, these trackage rights can be obtained by ICRR pursuant to the Board's regulations exempting transactions within a corporate family at 49 C.F.R. § 1180.2(d)(3).

In Docket No. FD 36500 (Sub-No. 4), Applicant ICRR requests acquisition by assignment of KCS's existing trackage rights over UP between Rock Creek Junction and Airline Junction, Missouri. To the extent those trackage rights are not assignable, ICRR requests that the Board override the assignment provision.[3]

The business address and telephone number for Applicant ICRR is 17655 Ashland Avenue, Homewood, IL 60430; 708-332-4360. The business address and telephone number for Applicant CNR is 935 de La Gauchetière Street West, Montreal, QC H3B 2M9 Canada; 888-888-5909.

Questions can be addressed to Applicants' counsel, Raymond A. Atkins, Sidley Austin LLP, 1501 K Street, N.W., Washington, DC 20005, (202) 736-8889.

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[3] *See* 49 U.S.C. § 11321; *see, e.g., Union Pacific Corp., et al.—Control and Merger—Southern Pacific Rail Corp., et al.*, 1 S.T.B. 233, 450 n.217 (1996).

1180.6(a)(1)(ii) ***The proposed time schedule for consummation of the proposed transaction.***

Applicants expect to consummate the proposed divestiture as soon as possible following a Board decision conditioning approval of a CP-KCS merger on divestiture of the Springfield Line and completion of negotiations with CPKC regarding the terms of agreements governing the proposed transactions. Exhibit 2 to this Responsive Application includes proposed forms of each of the required agreements. Applicants ask the Board to order the parties to negotiate the purchase price and other transaction terms within 90 days from the effective date of the Board's decision. If the parties cannot complete such negotiations prior to the expiration of that 90-day period, Applicants ask the Board to require the parties to submit any remaining disputed issues to the Board for determination.[4]

1180.6(a)(1)(iii) ***The purpose sought to be accomplished by the proposed transaction, e.g., operating economies, eliminating excess facilities, improving service, or improving the financial viability of the applicants.***

As Canadian National Railway Company, Grand Trunk Corporation, and its US operating subsidiaries explain in more detail in its Comments on Application & Request for Conditions submitted in Docket No. FD 36500 ("Comments"), divestiture of the Springfield Line to ICRR is necessary to address significant

[4] The Board has both experience using multiple methodologies it can use to determine an appropriate and fair purchase price for rail lines in the event the parties cannot agree. *See Nat'l R.R. Passenger Corp.-Conv. of Bos. & Maine Corp. Ints. in Connecticut River Line in Vt. & N.H.*, 4 I.C.C.2d 761, 781 (I.C.C. Aug. 4, 1988) ("The [Board] has consistently used [Net Liquidation Value] and/or [Going Concern Value] as standards for determining what would be a fair market value of rail lines that are being conveyed, not in the market, but by [Board] order.").

horizontal competition concerns raised by the CP-KCS merger. Contrary to CP and KCS's unsupported rhetoric, their merger is not truly a "pure" end-to-end transaction. As shown below, the Springfield Line is part of a direct competitive alternative to CP's route between Kansas City and Chicago, and beyond to Detroit and Ontario.[5]

The Parallel CP and KCS Routes

The Springfield Line route can be used to move freight in competition with CP's parallel line. Indeed, KCS and its predecessors had access to Chicago pursuant to agreements with several carriers (including CP predecessors and UP) over different routes to reach Chicago, including the Springfield Line.[6] Shippers

[5] *See* Description of Anticipated Responsive Application, *Canadian Pacific Railway Limited, et al.—Control—Kansas City Southern, et al.*, STB Docket No. FD 36500 (filed Jan. 12, 2022).

[6] See, e.g., Decision, *Kansas City Southern Industries Inc. et al.—Control—Gateway Western Railway Company and Gateway Eastern Railway Company*, STB Docket

have moved freight between Kansas City and Chicago over the Springfield Line, and the Springfield Line has been competitive in that corridor for rail customers for more than 100 years.[7] Prior to agreeing to a merger with CP, KCS expressed interest in, and touted the benefits of, investing to increase track speeds on this line to create a "Kansas City Speedway."[8]

As the Department of Justice has explained in this proceeding[9] and elsewhere,[10] a combined CP-KCS will have an incentive to resist efficient interchanges with rival railroads that could divert traffic from CP's network. The

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No. FD 33311 (STB served May 1, 1997), slip op. at 3 ("GWWR also has haulage rights over UP between Springfield and Chicago, IL.").

[7] *See, e.g.*, Decision No. 37, *Canadian National Railway Company, et al.—Control—Illinois Central Corporation, et al.*, STB Docket No. FD 33556, 4 S.T.B. 122, 175 (1999) (recognizing that KCS and Illinois Central (CN) were interchanging "three trains per week" via the Springfield interchange point at Cockrell); *see* Verified Statement of Keith Reardon, at 5.

[8] *See, e.g.*, Kan. City S., *Combination of CN & Kansas City Southern: Creating the Premier Railway of the 21st Century,* at 8–9 (July 2021), *available at* https://www.sec.gov/Archives/edgar/data/0000054480/000005448021000202/kcsinvestorpresentation_.htm (stating that the "Kansas City Speedway" would be a "new competitive route between KC, Detroit & Chicago").

[9] *See* Comment of the U.S. Dep't of Justice, *Canadian Pacific Railway Limited, et al.—Control—Kansas City Southern Railway Company, et al.*, STB Docket No. FD 36500, at 4 (filed Apr. 12, 2021) (observing that the pending merger would cause "KCS [to] make decisions regarding new track construction and old track closure with an eye toward interchanging KCS traffic with CP in the future. Such decisions may be at the expense of interchanges with other railroads, even though these other interchanges may be better for KCS's customers and KCS itself").

[10] *See* Comment of the U.S. Dep't of Justice, *CSX Corporation and CSX Transportation, Inc., et al.—Control and Merger—Pam Am Systems, Inc., et al.*, STB Docket No. FD 36472, at 3 (filed Aug. 26, 2021) (noting that if CSX were to acquire a stake in a line parallel to its own it could "undermine [its rivals] notwithstanding the joint venture by sabotaging this service and expecting to recapture traffic on its independent line").

CP-KCS Application confirms that concern, as it indicates that CPKC have no intention to invest in the KCS Springfield Line but, instead, intend to favor CP's parallel route.[11] This not only limits its use as a competitive option for overhead traffic that relies on the viability of the line, but also harms local customers on the line who will see no incremental investment and likely deteriorating rail service.

To be sure, the traffic volumes that currently move between Kansas City and Chicago over the Springfield Line are below the levels that are currently moved by CP over its parallel line.[12] But that does not mean that shippers today are not able to use the Springfield Line as a competitive threat when negotiating with CP, as CP's expert previously acknowledged.[13]

Even if there were *no* traffic being moved between Kansas City and Chicago today over the Springfield Line, there would still be a significant competitive concern. As noted, KCS previously touted the potential for this line to be upgraded to create a Kansas City Speedway. As described in greater detail below and in CN's Comments, such a Speedway would provide enormous public interest benefits,

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[11] *See* Description of Anticipated Responsive Application, *Canadian Pacific Railway Limited, et al.—Control—Kansas City Southern, et al.*, STB Docket No. FD 36500, at 3–4 (filed Jan. 12, 2022) (citing Railroad Control Application, *Canadian Pacific Railway Limited, et al.,—Control—Kansas City Southern, et al.*, STB Docket No. FD 36500 (filed Oct. 29, 2021) ("Application"),Vol. 1 at 41 (showing no planned capital investment on Springfield Line).

[12] *See* Application, Vol. 2, Verified Statement of W. Robert Majure, ¶ 70.

[13] Canadian Pacific's Reply to CN and KCS Joint Motion for Approval of Voting Trust, *Canadian National Railway Company, et al.—Control—Kansas City Southern, et al.*, STB Docket No. FD 36514 (filed June 28, 2021), Verified Statement of W. Robert Majure, ¶¶ 18–19, 38 (describing how shippers have diminished ability to negotiate lower rates from merger that eliminates rail alternative).

preserving and renewing the route and doing more to benefit customers—creating a more attractive option for moving freight between Kansas City and Chicago and beyond to Michigan and Ontario. It has the potential to provide a superior alternative to CP's more circuitous route and would be particularly valuable in connecting auto manufacturers in Michigan and Ontario with the key Kansas City Gateway and greater Missouri market.

It is well recognized that significant competitive concerns arise where an acquiring company will have reduced incentive to deploy acquired assets efficiently because doing so threatens to cannibalize the acquiring company's existing sales.[14] That is the case here because the public interest benefits of the Kansas City Speedway would be private interest harms to CP. Prior to the merger, KCS had incentive to work with CN to create a Kansas City Speedway, but the merger fundamentally alters that incentive because creation of that Speedway would pose a threat to CP's alternative line.

1180.6(a)(1)(iv) ***The nature and amount of any new securities or other financial arrangements.***

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[14] *See* U.S. DEP'T OF JUST., ANTITRUST DIV., MERGER REMEDIES MANUAL 6–9 (Sept. 2020); Press Release, U.S. Dep't of Just, Antitrust Div., Justice Department Sues to Block Visa's Proposed Acquisition of Plaid (Nov. 5, 2020), https://www.justice.gov/opa/pr/justice-department-sues-block-visas-proposed-acquisition-plaid (asserting, *inter alia*, that Visa's acquisition of Plaid was likely to prevent Plaid from competing with it in the future); *United States v. Bazaarvoice, Inc.*¸ No. 13-cv-0013-WHO, 2014 WL 203966 (N.D. Cal. Jan. 8, 2014), https://www.justice.gov/atr/case-document/file/488846/download (similar); *cf.* Press Release, Fed. Trade Comm'n, FTC Challenges Illumina's Proposed Acquisition of Cancer Detection Test Maker Grail (Mar. 30, 2021) https://www.ftc.gov/news-events/press-releases/2021/03/ftc-challenges-illuminas-proposed-acquisition-cancer-detection (similar).

There will be no new securities or other financial arrangements as a result of the proposed transaction.

1180.6(a)(2) ***A detailed discussion of the public interest justifications in support of the application, indicating how the proposed transaction is consistent with the public interest, with particular regard to the relevant statutory criteria, including:***

1180.6(a)(2)(i) ***The effect of the transaction on inter- and intramodal competition, including a description of the relevant market (see § 1180.7). Include a discussion of whether, as a result of the transaction, there is likely to be any lessening of competition, creation of a monopoly, or restraint of trade in freight surface transportation in any region of the United States.***

The overwhelmingly positive effect of this transaction on inter- and intramodal competition is described in Exhibit 12, which includes the Verified Statement of David Hunt; the Verified Statement of Keith Reardon; the Verified Statement of Daniel R. Bresolin; the Verified Statement of Sarah Slazinski; and the Verified Statement of David Przednowek. Those verified statements describe the positive effect the transaction would have on competitive options for intermodal, automotive, and grain shippers. And because of CN's commitment to give CPKC access (via a haulage agreement) on the Springfield Line, there will be no harm to competitive options whatsoever. To the contrary, customers on the Springfield Line would benefit from gaining access to two Class I rail carriers and from the service improvements and transit time improvement that would flow from CN's capital investments in the Line.

As the discussion above and in Exhibit 12 demonstrates, ICRR's acquisition of the Springfield Line poses no risk of harm to competition but will instead generate substantial, cognizable procompetitive and public interest benefits. Unlike CP, CN has a pro-competitive vision for the Springfield line. It will invest at least $250 million in capital improvements on the Springfield Line and ICRR's adjacent Gilman Subdivision. This substantial investment will not only increase rail competition for traffic moving between Kansas City and Chicago/Detroit/Eastern Canada, it will improve service for local customers on the Springfield Line, create 140 jobs, and generate significant environmental benefits by diverting more than 80,000 trucks to rail annually from congested highways.

1180.6(a)(2)(ii) ***The financial consideration involved in the proposed transaction, and any economies, to be effected in operations, and any increase in traffic, revenues, earnings available for fixed charges, and net earnings, expected to result from the consummation of the proposed transaction.***

The financial considerations for the proposed divestiture and related trackage rights and haulage arrangements will be negotiated by Applicants and CPKC following any Board decision granting this Responsive Application. As stated previously, Applicants request that the Board provide for a 90-day negotiating period and that resolution of any disputed issues will be resolved by further order of the Board. The economies to be effected in operations, and the projected increase in traffic and revenues expected to result from the proposed divestiture transaction, are described in the verified statements set forth in Exhibit 12.

1180.6(a)(2)(iii) ***The effect of the increase, if any, of total fixed charges resulting from the proposed transaction.***

None. CN presently has no plans to take on additional debt or incur any fixed charges in connection with the transactions contemplated by this Responsive Application.

1180.6(a)(2)(iv) ***The effect of the proposed transaction upon the adequacy of transportation service to the public, as measured by the continuation of essential transportation services by applicants and other carriers.***

The proposed transaction would greatly increase the adequacy of transportation service to the public. If the CP-KCS merger were approved without Applicants' proposed condition, a combined CPKC would have no incentive to invest in or utilize the Springfield Line in a manner that would compete with CP's existing Kansas City – Chicago line. Nor would CPKC have an incentive to efficiently interchange with CN via the Springfield Line that could compete with CP's network. By contrast, divesting the Springfield Line to ICRR will enable the line to achieve its full potential—as a higher-speed routing option through the U.S. heartland that would offer shippers the benefits of increased competition with trucks and other rail carriers, new innovative product offerings (like temperature-protected service), faster transit time from upgraded track and more frequent service, new and improved intermodal and automotive terminal facilities, and access to new product markets, among other benefits.[15] The operating plan (Exhibit 13) discusses the significant capital projects that CN would undertake to ensure

[15] *See* Exhibit 12.

shippers would enjoy faster, safer, and more efficient rail transportation offerings on the Springfield Line if it is divested to ICRR.

The proposed transaction is decidedly pro-competitive: shippers would continue to enjoy their present transportation options. ICRR would grant CPKC haulage rights on the Springfield Line. As a result, no local customer on that line would lose a rail option. Instead, customers would enjoy new options via CN, *and* CPKC would still be able to commercially access those customers. In addition, the haulage rights would allow KCS to interchange with other carriers at East St. Louis.

1180.6(a)(2)(v) ***The effect of the proposed transaction upon applicant carriers' employees (by class or craft), the geographic points where the impact will occur, the time frame of the impact (for at least 3 years after consolidation), and whether any employee protection agreements have been reached.***

Divestiture of the Springfield Line is not anticipated to have any adverse impact on the current employees of ICRR or Canadian National Railway Company's other US rail subsidiaries. The anticipated hiring is based on limited information currently available. ICRR's likely staffing locations include the following: Missouri (including Mexico, Slater/Kansas City, and Louisiana), and Illinois (including East St. Louis, Roodhouse, and Pearl). ICRR anticipates hiring in Year 1 after consummation. No employee protection agreements have been reached.

The summary of the anticipated labor impacts is attached to the Operating Plan at Appendix E, Exhibit E-3 and is included below. ICRR will be hiring new employees to operate the Springfield Line after consummation. ICRR plans to offer

qualified KCS employees currently working on the Springfield Line priority hiring consideration during ICRR's hiring process. As summarized below, ICRR estimates that it will hire 140 new employees in Missouri and Illinois (identified as "Anticipated Jobs Created" in the summary of anticipated labor impacts) to operate the Springfield Line. Those employees will include 129 craft employees and 11 managers.

SPRINGFIELD LINE DIVESTITURE

Summary of Anticipated Labor Impacts

Illinois Central Railroad Company (ICRR)	
Craft or Class	**Anticipated Jobs Created**
BLET Locomotive Engineers	23
BMWED Engineering and Track Maintenance	55
BRS Signalmen	11
SMART-TD Conductors	36
IBEW Electrician	1
IAM Machinist	1
BRC Car Mechanic	2
Craft Total	129
Management	**Anticipated Jobs Created**
Management-Transportation	5
Management-Engineering	6
Management Total	11
GRAND TOTAL	**140**

For BLET locomotive engineers and SMART-TD conductors, ICRR anticipates T&E in East St. Louis will utilize 21 conductors and 8 engineers, based on current KCS staffing levels on the Springfield Line,[16] T&E in Mexico, Missouri

[16] Application, Vol. 2 at 252. On the basis of the CP-KCS application, ICRR calculates that there are 108 total employees on the Springfield Line: 88 KCS union

will utilize 4 conductors and 4 engineers for two jobs; and T&E in Kansas City will utilize 11 conductors and 11 engineers for eight jobs.

For BMWED Engineering and Track Maintenance, ICRR has included 6 bridge tenders at Pearl, IL. KCS has a pending request before the US Coast Guard to automate the bridge at Pearl.[17] If KCS automates the bridge before consummation, the projected bridge tender employment would be reduced accordingly.

For the line sale divestiture in Docket No. FD 36500 (Sub-No. 1), employees adversely affected by the Transaction will be entitled to the employee protective conditions and other procedures adopted in *New York Dock—Control—Brooklyn Eastern District Terminal*, 360 I.C.C. 60, *aff'd sub nom. New York Dock Ry. v. United States*, 609 F.2d 83 (2d Cir. 1979), *as modified by Wilmington Terminal Railroad—Purchase & Lease—CSX Transportation Inc.*, 6 I.C.C.2d 799, 814–26 (1990), *aff'd sub nom. Railway Labor Executives' Ass'n v. ICC*, 930 F.2d 511 (6th Cir. 1991).

Two transactions—ICRR's acquisition of overhead trackage rights from KCS in Docket No. FD 36500 (Sub-No. 2) and ICRR's acquisition of overhead trackage rights via assignment from KCS in Docket No. FD 36500 (Sub-No. 4)—are subject to the employee protective conditions established in *Norfolk and Western Ry. Co.*—

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employees working under the former Gateway Western collective bargaining agreements, and 20 Non-Agreement. Application, Vol. 2 at 245.

[17] *See Drawbridge Operation Regulation: Illinois Waterway, Pearl, IL*, Docket No. USCG-2019-0687, 84 Fed. Reg. 70090 (Dec. 20, 2019).

Trackage Rights—BN, 354 I.C.C. 605 (1978), as modified in *Mendocino Coast Ry. Inc.—Lease and Operate*, 360 I.C.C. 653 (1980). ICRR does not anticipate that the trackage rights transactions proposed in those two sub dockets will adversely affect any rail employees.

For the control proceeding in Docket No. FD 36500 (Sub-No. 3), the CP-KCS Application does not identify Gateway Eastern Railway Company as having any employees. Nonetheless, any active employees of the Gateway Eastern at the time of consummation would be entitled to the employee protective conditions and other procedures adopted in *New York Dock—Control—Brooklyn Eastern District Terminal*, 360 I.C.C. 60, *aff'd sub nom. New York Dock Ry. v. United States*, 609 F.2d 83 (2d Cir. 1979). If there are any active Gateway Eastern employees at the time of consummation, ICRR does not plan to change any terms and conditions of their employment with Gateway Eastern Railway Company as a result of the Springfield Line divestiture and the related control transaction.

1180.6(a)(2)(vi) ***The effect of inclusion (or lack of inclusion) in the proposed transaction of other railroads in the territory, under 49 U.S.C. 11324.***

Not applicable.

1180.6(a)(3) ***Any other supporting or descriptive statements applicants deem material.***

In addition to the previously described verified statements, in Appendix B Applicants enclose 71 support letters from stakeholders expressing their support for a Springfield Line divestiture to CN. Applicants also incorporate by reference the

Comments submitted by CN in Docket No. FD 36500 and the accompanying testimony.

1180.6(a)(4) ***An opinion of applicants' counsel that the transaction meets the requirements of the law and will be legally authorized and valid, if approved by the Board. This should include specific references to any pertinent provisions of applicants' bylaws or charter or articles of incorporation.***[18]

The opinion of counsel is set forth in Appendix A.

1180.6(a)(5) ***A list of the State(s) in which any part of the property of each applicant carrier is situated.***

CN

Canadian National Railway Company and its U.S. rail operating subsidiaries own and operate approximately 5,453 route miles in the United States in the following states:

- Grand Trunk Western Railroad Company: Illinois, Indiana, Michigan and Ohio[19]
- Wisconsin Central, Ltd.: Illinois, Indiana, Michigan, Minnesota, and Wisconsin
- Illinois Central Railroad Company: Alabama, Illinois, Kentucky, Louisiana, Mississippi, and Tennessee[20]
- Bessemer and Lake Erie Railroad Company: Ohio and Pennsylvania
- Chicago, Central & Pacific Railroad Company: Illinois, Iowa and Nebraska

[18] An opinion of counsel is not required in a control transaction for the party sought to be controlled, or in a responsive application for the party against whom relief is sought. 49 C.F.R. § 1180.6(a)(4).

[19] GTW also has non-rail property assets in Massachusetts.

[20] Illinois Central also has non-rail property in South Dakota and Wisconsin.

- Cedar River Railroad Company: Iowa and Minnesota
- The Pittsburgh & Conneaut Dock Company: Ohio
- Sault. Ste Marie Bridge Company: Michigan and Wisconsin
- Waterloo Railway Company: Mississippi and Maine
- Wisconsin Chicago Link Ltd.: Illinois
- Canadian National Railway Company: Minnesota, New York, and Vermont.

1180.6(a)(6) ***Map (exhibit 1). Submit a general or key map indicating clearly, in separate colors or otherwise, the line(s) of applicant carriers in their true relations to each other, short line connections, other rail lines in the territory, and the principal geographic points in the region traversed. If a geographically limited transaction is proposed, a map detailing the transaction should also be included. In addition to the map accompanying each application, 20 unbound copies of the map shall be filed with the Board.***

Exhibit 1 contains a series of maps that depict the Springfield Line, connections to ICRR, and connections with third party railroads.

1180.6(a)(7)(i) ***Describe the nature of the transaction (e.g., merger, control, purchase, trackage rights), the significant terms and conditions, and the consideration to be paid (monetary or otherwise).***

The transaction proposed in Docket No. FD 36500 (Sub-No. 1) involves the purchase by Applicant ICRR of KCS's Springfield Line, as defined herein; including an 8.33% equity ownership share of Kansas City Terminal Railway Company ("KCT") and acquisition of a 50% interest in KCS's IFG Terminal.

The transaction proposed in Docket No. FD 36500 (Sub-No. 2) involves ICRR's acquisition of overhead trackage rights on KCS's Pittsburg Subdivision

between MP 5.6+/- at Airline Junction in Kansas City, MO, and MP 29.5+/- near Grandview, MO, to reach the IFG Terminal as shown in Exhibit 1B.

The transaction proposed in Docket No. FD 36500 (Sub-No. 3) involves the request by Canadian National Railway Company and ICRR for authority to control via acquisition of KCS's 100% equity interest in the GWER, a KCS subsidiary that owns certain trackage in the East St. Louis terminal area as shown in Exhibit 1C.

The transaction proposed in Docket No. FD 36500 (Sub-No. 4) involves the assignment to ICRR of KCS's trackage rights agreement with UP relating to the 1.4-mile UP line between Milepost 276.8 at Rock Creek Junction and approximately Milepost 278.2 in the vicinity of Airline Junction in Kansas City, Missouri, as shown in Exhibit 1D.

The terms of the proposed transactions are detailed in Exhibit 2. The significant terms and conditions of the proposed transactions are described in the Asset Purchase Agreement included as Exhibit 2A.

1180.6(a)(7)(ii) ***Agreement (exhibit 2). Submit a copy of any contract or other written instrument entered into, or proposed to be entered into, pertaining to the proposed transaction. In addition, parties to exempt trackage rights agreements and renewal of agreements described at § 1180.2(d)(7) must submit one copy of the executed agreement or renewal agreement with the notice of exemption, or within 10 days of the date that the agreement is executed, whichever is later.***

Exhibit 2 contains copies of Applicants' proposed forms of the following agreements:

2A – Asset Purchase Agreement between ICRR and KCS relating to the sale by KCS to ICRR of the Springfield Line, a 100% equity interest in GWER, an 8.33% equity interest in KCT and 50% ownership interest in the IFG Terminal;

2B – Trackage Rights Agreement between KCS (as grantor) and ICRR (as grantee) relating to the KCS line between Airline Junction, Missouri and Grandview, Missouri (for ICRR to reach and access the IFG Terminal);

2C – Haulage Agreement between ICRR (as grantor) and KCS (as grantee) granting KCS haulage rights over the Springfield Line (including commercial access to all current and future customers on the Springfield Line, as well as the ability for KCS to interchange with other railroads, primarily in East St. Louis); and

2D – Assignment and Assumption Agreement between KCS and ICRR providing for the assignment to ICRR of KCS's current trackage rights agreement with UP relating to a 1.4-mile line between Rock Creek Junction, Missouri and Airline Junction, Missouri.

1180.6(a)(7)(iii) ***If a consolidation or merger is proposed indicate: (A) The name of the company resulting from the consolidation or merger; (B) the State or territory under the laws of which the consolidated company is to be formed or the merged company is to file its certificate of amendment; (C) the capitalization proposed for the resulting company; and (D) the amount and character of the capital stock and other securities to be issued.***

Not applicable.

1180.6(a)(7)(iv) ***Court Order (exhibit 3). If a trustee, receiver, assignee, or personal representative of the real party in interest is an applicant, submit a certified copy of the order, if any, of the court having jurisdiction, authorizing the contemplated action.***

Not applicable.

1180.6(a)(7)(v) ***State whether the property involved in the proposed transaction includes all the property of the applicant carriers and, if not, describe what property is included in the proposed transaction.***

The proposed transaction does not include all the property of KCS or ICRR.

The proposed transaction consists of the following property:

- In FD 36500 (Sub-No. 1), KCS's line from MP 192.4 at Cockrell (Springfield), IL through MP 482.0 at Rock Creek Jct. (Kansas City), MO (milepost equation at Murrayville, IL where MP 221.7=MP 226.7); the line from MP 68.2 at Roodhouse, IL (MP 237.2 on the first segment) through MP 287.2 at Church (East St. Louis), IL, including KCS's interest in the UP/KCS Joint Facility between Godfrey, IL and Church, IL (milepost equation at Godfrey, IL where MP 28.0=MP 252.1); the Jacksonville Branch from MP 226.7 at Murrayville, IL to MP 216.3 at Jacksonville, IL; KCS's lessor interest in the Fulton Branch from MP 0.0 to MP 3.0 at Mexico, MO, leased to Ozark Valley Railroad, Inc.
    - Also in FD 36500 (Sub-No. 1), acquisition of an 8.33% ownership share of Kansas City Terminal Railway Company ("KCT") and a 50% interest in KCS's International Freight Gateway terminal south of Kansas City.
- In Docket No. FD 36500 (Sub-No. 2), overhead trackage rights on KCS's Pittsburg Subdivision to reach the International Freight Gateway terminal, extending from approximately MP 5.6 at Airline Junction in Kansas City, MO to MP 29.5 near Grandview, MO.
- In Docket No. FD 36500 (Sub-No. 3), Canadian National Railway Company and ICRR seek Board approval to control GWER, a KCS subsidiary which owns trackage in the East St. Louis terminal, through ICRR's acquisition of KCS's 100% equity interest in GWER.
- In Docket No. FD 36500 (Sub-No. 4), Applicant ICRR is requesting acquisition by assignment of KCS's trackage rights over UP between Rock Creek Junction and Airline Junction, Missouri. To the extent those rights are not assignable, Applicants request that the Board override the assignment provision.[21]

1180.6(a)(7)(vi) ***Briefly describe the principal routes and termini of the lines involved, the principal points of***

[21] *See* 49 U.S.C. § 11321; *see, e.g., Union Pacific Corp., et al.—Control and Merger—Southern Pacific Rail Corp., et al.*, 1 S.T.B. 233, 450 n.217 (1996).

interchange on the routes, and the amount of main-line mileage and branch line mileage involved.

As described in greater detail in the Operating Plan (Exhibit 13), Applicants seeks to acquire the Springfield Line—KCS lines between Kansas City, Missouri, on the one hand, and Springfield, Illinois, and East St. Louis, Illinois. The Springfield Line consists of approximately 400 route miles, including approximately 355 owned and leased (including perpetual freight easement) route-miles and approximately 43 trackage rights route-miles in Illinois and Missouri. In particular, the Springfield Line consists of the following lines of the former Gateway Western Railway and Gateway Eastern Railway:

- The line from MP 192.4 at Cockrell (Springfield), IL through MP 482.0 at Rock Creek Jct. (Kansas City), Mo. (milepost equation at Murrayville, IL where MP 221.7=MP 226.7).
- The line from MP 68.2 at Roodhouse, IL (MP 237.2 on the first segment) through MP 287.2 at Church (East St. Louis), IL, including KCS's interest in the UP/KCS Joint Facility between Godfrey, IL, and Church, IL (milepost equation at Godfrey, IL where MP 28.0=MP 252.1); Wann, IL, where MP 259.53=MP 262.00 and Q Tower, IL where MP 280.49=MP 280.70.
- The Jacksonville Branch from MP 226.7 at Murrayville, IL to MP 216.3 at Jacksonville, IL; and
- KCS's lessor interest in the Fulton Branch from MP 0.0 to MP 3.0 at Mexico, Mo., leased to Ozark Valley Railroad, Inc.

The junction of Applicants' existing network and the Springfield Line occurs at Cockrell in Springfield, IL, where ICRR trains move over a short segment as a

subtenant of UP pursuant to a trackage rights agreement between SPCSL Corp. (UP's predecessor) and Norfolk & Western Company (NS's predecessor).[22]

CN also connects with the Springfield Line in East St. Louis at Church. CN also, infrequently, interchanges unit trains with KCS in East St. Louis Yard.

1180.6(a)(7)(vii) ***State whether any governmental financial assistance is involved in the proposed transaction and, if so, the form, amount, source, and application of such financial assistance.***

There is no government financial assistance involved in the proposed transaction.

1180.6(a)(8) ***Environmental data (exhibit 4). Submit information and data with respect to environmental matters prepared in accordance with 49 CFR part 1105. In major and significant transactions, applicants shall, as soon as possible, and no later than the filing of a notice of intent, consult with the Board's Office of Environmental Analysis for the proper format of the environmental report.***

Applicants have consulted with the Board's Office of Environmental Analysis ("OEA") and provided the information in the format requested by OEA on February 22, 2022. That information is set forth in Exhibit 4.

1180.6(b)(3) ***Change in control (exhibit 8). If an applicant carrier submits an annual report Form R-1, indicate any change in ownership or control of that applicant carrier not indicated in its most recent Form R-1, and provide a list of the principal six officers of that applicant carrier and of any related applicant, and also of their majority-owned rail carrier***

[22] *See Canadian National Ry. Co., et al.—Control—Illinois Cent. Corp., et al.*, 4 S.T.B. 122, 175, 190–99 (1999); *SPCSL Corp.—Trackage Rights Exemption—Norfolk and Western Railway Company*, STB Docket No. FD No. 33351 (STB served Feb. 12, 1997).

subsidiaries. If any applicant carrier does not submit an annual report Form R-1, list all officers of that applicant carrier, and identify the person(s) or entity/entities in control of that applicant carrier and all owners of 10% or more of the equity of that applicant carrier.

ICRR is a wholly-owned indirect subsidiary of Canadian National Railway Company ("CNR"). ICRR and the other U.S. rail carrier subsidiaries of CNR report to the Board on a consolidated Class I basis under the name Grand Trunk Corporation. *See Consolidated Reporting By Commonly Controlled Railroads*, 5 S.T.B. 1050 (2001), codified at 49 C.F.R. §1201(1-1)(b)(1). While Applicants believe the proposed transaction should be classified as "minor," in the event the Board decides to classify the proposed transaction as a "significant" transaction, Exhibit 8 is provided.

1180.6(b)(5) ***Issues (exhibit 10). Submit a discussion of any other issues relevant to the transaction.***

Attached as Appendix B are letters of support from interested stakeholders, who are excited by the prospect of a revitalized Springfield line with hundreds of millions of new investments that will preserve and increase competition for both existing railroad service and trucking alternatives.

1180.6(b)(6) ***Corporate chart (exhibit 11). Submit a corporate chart indicating all relationships between applicant carriers and all affiliates and subsidiaries and also companies controlling applicant carriers directly, indirectly or through another entity (with each chart indicating the percentage ownership of every company on the chart by any other company on the chart). For each company: include a statement indicating whether that company is a noncarrier or a carrier; and identify every officer and/or director of that company who is also an officer and/or director***

of any other company that is part of a different corporate family that includes a rail carrier. Such information may be referenced through notes to the chart.

While Applicants believe the proposed transaction should be classified as "minor," in the event the Board decides to classify the proposed transaction as a "significant" transaction, Exhibit 11 is provided.

1180.6(b)(7) ***If applicant is not a carrier, indicate (i) the type of business in which it is engaged, (ii) the length of time so engaged, and (iii) its present and prospective activities which have or may have a relation to transportation subject to 49 U.S.C. Subtitle IV.***

Not applicable.

1180.6(b)(8) ***Intercorporate or financial relationships. Indicate whether there are any direct or indirect intercorporate or financial relationships at the time the application is filed, not disclosed elsewhere in the application, through holding companies, ownership of securities, or otherwise, in which applicants or their affiliates own or control more than 5% of the stock of a non-affiliated carrier, including those relationships in which a group affiliated with applicants owns more than 5% of the stock of such a carrier. Indicate the nature and extent of any such relationships, and, if an applicant owns securities of a carrier subject to 49 U.S.C. Subtitle IV, provide the carrier's name, a description of securities, the par value of each class of securities held, and the applicant's percentage of total ownership. For purposes of this paragraph, "affiliates" has the same meaning as "affiliated companies" in Definition 5 of the Uniform System of Accounts (49 CFR part 1201, subpart A).***

While Applicants believe the proposed transaction should be classified as "minor," in the event the Board decides to classify the proposed transaction as a "significant" transaction, all known financial relationships between applicant

carriers, including persons affiliated with those carriers, and carriers from other corporate families, including persons affiliated with those carriers, are reported in Exhibit 11, Table 11.1.

2. Competitive & Market Information

1180.7 ***For … significant transactions, applicants shall submit impact analyses (exhibit 12) describing the impacts of the proposed transaction – both adverse and beneficial – on inter- and intramodal competition with respect to freight surface transportation in the regions affected and on the provision of essential services by applicants and other carriers. …***

While Applicants believe the proposed transaction should be classified as "minor," in the event the Board decides to classify the proposed transaction as a "significant" transaction, Exhibit 12 is provided. Exhibit 12 contains four verified statements from CN employees who describe the beneficial impact the proposed transaction would have on competition and on the provision of essential services by CN, ICRR, and other carriers. Exhibit 12 also includes the verified statement of David Hunt, who presents Applicants' traffic diversion study for the proposed transaction.

3. Operational Information

1180.8(b) ***For major and significant transactions: Operating plan (exhibit 13). Submit a summary of the proposed operating plan changes, based on the impact analyses, that will result from the transaction, and their anticipated timing, allowing for any time required to complete rehabilitation, upgrading, yard construction, or other major operational changes following consummation of the proposed transaction. The plan should make clear the gains in service,***

> ***operating efficiencies, and other benefits anticipated from the merger. ...***

For the reasons explained elsewhere in this Responsive Application, Applicants believe the proposed divestiture transaction should properly be classified as a "minor" transaction because the transaction "clearly will not have any anticompetitive effects."[23] Nevertheless, Applicants are submitting an operating plan with all the information required in connection with a "significant" application. For this reason, Applicants are including an operating plan as Exhibit 13, along with Density Charts as Exhibit 14, in lieu of Exhibit 15, Operating Plan–Minor.

This Responsive Application involves the sale of a railroad line. Current operations on the Springfield Line are straightforward. The proposed transaction will add approximately 400 miles to CN's existing 5,300+ mile United States network. Although CN believes the line can be an important and economically beneficial component of the national rail network and will preserve and improve a competitive route between Kansas City and Chicago/Detroit/Eastern Canada, the scope of the transaction and the approximately two new through trains per day on the Line are not operationally complex. The Springfield Line and a few yards and terminals (East St. Louis and the IFG Terminal, which is 24 miles south of Kansas City) will be most affected by the transaction-related traffic growth. As discussed in the Operating Plan, CN plans to invest in those facilities to promote safe and efficient handling of traffic that moves on the Springfield Line. ICRR's adjacent

[23] 49 C.F.R. § 1180.2(b)(1).

Gilman Subdivision and certain CN yards will also experience some increase in intermodal and automotive traffic volumes, including CN's Detroit Intermodal Yard in Ferndale, Michigan; Chicago Intermodal Yard in Harvey, Illinois; and Markham Yard in Hazel Crest, Illinois, for automotive traffic. Most of the transaction-related Springfield Line manifest traffic will be added to existing trains already moving on CN.

The introduction of CN single-line service as envisioned by this Responsive Application will significantly increase the service capabilities of the CN system, preserving and increasing competition between Kansas City and Chicago/Detroit/Eastern Canada. More than 80,000 trucks will be removed from the highways each year, generating public benefits including reduced carbon emissions, reduced highway congestion, and reduced public expenditures for highway maintenance. The more than 80,000 trucks that will be diverted to CN lines include approximately 77,800 dry vans and containers that will shift to rail intermodal service, approximately 1,480 car transporters carrying assembled automobiles that will divert to multilevel railcars ("multilevels"), and 900 trucks with commodities (*i.e.*, bulk commodities such as plastic pellets and cement that use rail for linehaul and transfer to/from truck for first/last mile pickups and deliveries) that will divert to covered hoppers and other types of railcars.[24]

A total of approximately 49,500 railcars will be diverted from other railroads due to preserved, renewed, and increased rail competition in the Midwest and

[24] *See* Exhibit 12, Verified Statement of David Hunt, at 3.

Southeast, brought about by the preservation and upgrading of the KCS line between Kansas City and Chicago, the creation of new competitive rail routes from East St. Louis via the Springfield Line, and additional intermodal and automotive facilities in East St. Louis. The traffic diverted from other railroads includes approximately 31,000 intermodal containers, approximately 17,900 multilevels carrying assembled automobiles, and approximately 600 carloads of grain.

An additional 12,500 containers that currently are unloaded at congested U.S. East Coast ports and moved to Kansas City and East St. Louis by rail or truck are projected to be diverted to the Port of Montreal, leveraging CN's new single-line service via the Springfield Line and ICRR's proposed new intermodal terminal in East St. Louis.

By acquiring the Springfield Line, CN will (1) preserve competition between Kansas City and Chicago over the historic Gateway Western line, which has been a competitive route for rail customers for more than 100 years; and (2) introduce new single-line rail automotive and intermodal service between Michigan/Eastern Canada and Kansas City. It also will establish a more direct route for traffic between Canada and the Midwest and East St. Louis, because traffic moving to East St. Louis via CN's current route from northern locations moves south of East St. Louis to Du Quoin, IL, before heading north for East St. Louis Yard; and traverses the same longer route on trips from East St. Louis to northern destinations. This would save approximately 100 miles round trip.

CN plans to invest to build new automotive and intermodal terminal facilities at the IFG Terminal and in East St. Louis. As discussed further in the Operating Plan and Verified Statement of David Hunt, these routes and facilities will be widely used by the shipping community:

- The new ICRR intermodal facility at the IFG Terminal in Kansas City is projected to originate and terminate approximately 95,300 annual containers, with another approximately 26,000 annual containers at the new ICRR intermodal terminal in East St. Louis.
- Approximately 10,000 annual multilevels carrying assembled automobiles are projected to originate and terminate on ICRR in Kansas City, with an additional, approximately 9,750 multilevels originating at the new ICRR terminal in East St. Louis.

The origin-destination pairs expected to attract the largest intermodal diversions from other railroads are detailed in the Operating Plan. The single largest lane for rail-to-rail auto diversions is St. Louis to Detroit (2,304 loads), followed by Chicago to Kansas City (1,147 loads), Kansas City to Detroit (878 loads), and Toledo to Kansas City (868 loads). While some of these movements may currently be Rule 11 rebills that do not actually originate in St. Louis or Chicago, with the Springfield Line, CN would be positioned to preserve, renew, and increase competition as a strong competitor for that traffic.

CN's purchase of the Springfield Line will provide shippers several important benefits. The service between Kansas City and destinations in Michigan, Ohio, and Eastern Canada will cross the "watershed" (a north-south area of the United States extending up to 300-400 miles east and west of the Mississippi River where trucks have an unusually high share of freight shipments), offering shippers a new rail alternative which will be attractive enough for 80,000 truckloads per year of freight

to divert to CN's new service. CN has also committed to spend $250 million to (i) upgrade the Springfield Line and CN's adjacent line between Springfield and Gilman IL, where the new route will connect with CN's mainline to Chicago; and (ii) construct new intermodal and automotive facilities in Kansas City and East St. Louis. These improvements will enable CN to achieve improved transit times, faster car cycles, better asset utilization, and operating synergies made possible by fewer car handlings due to single-line service and capital improvements.

To enable its new intermodal/automotive service at Kansas City, CN proposes to acquire a 50 percent ownership interest in KCS's IFG Terminal. CN will invest to create new intermodal and automotive terminals that will expand the capacity of that facility to accommodate the anticipated increase in automotive and intermodal volumes resulted from the proposed transaction. Intermodal containers and multilevels originating in East St. Louis will be moved from the new intermodal/auto terminal that ICRR plans to build in East St Louis to Roodhouse, where that traffic will connect with the eastbound train from Kansas City.

CN's proposed operation will encompass several components, described in greater detail in the Operating Plan:

- Six days per week train service will be provided from East St. Louis to Kansas City for carload traffic.
- A daily turn job will operate between Roodhouse, IL, and East St. Louis to handle intermodal and automotive traffic between St. Louis and Kansas City.
- At Kansas City, ICRR will provide separate services to both Knoche Yard and the IFG Terminal, increasing the manifest service to six days per week, and the intermodal/automotive service to seven days per week, from KCS's existing four days per week service. Both existing and future customers will receive a superior level of service, as ICRR will eliminate the current KCS practice of

shuttling cars between Knoche and IFG, thereby providing direct service to both terminals for CN and CSXT traffic.

- Local operations in East St. Louis to the NS interchange, Wood River, and Godfrey would remain the same. Interchange with CSXT and the TRRA would be increased, and the CSXT interchange could be upgraded. Other local service in the St. Louis area would remain as it is today. As both CN and KCS currently interchange with TRRA, ICRR's six days per week service would replace KCS's less frequent service.

Service frequency for general carload traffic would be six days a week, representing a 50 percent increase from KCS's current service of four days a week. All local service would be operated at least five days a week and interchanges would be five or six days a week, based on future volumes.

Service in the Kansas City terminal area will also improve. As part of this Responsive Application, ICRR seeks to acquire an 8.33 percent ownership share in KCT and assignment to ICRR of KCS's overhead trackage rights over the UP line connecting the Springfield Line (at Rock Creek Junction) with Knoche Yard (at Airline Junction), as well as overhead trackage rights on the KCS line to the IFG Terminal from Airline Junction. ICRR plans to offer daily intermodal and automotive train service via the Springfield Line to the IFG Terminal facility at Grandview, Missouri.

ICRR's other daily through train on the Springfield Line would operate between Rock Creek Junction and Airline Junction over the KCS-assigned trackage rights on track owned by UP, to Knoche Yard. CPKC haulage traffic handled by ICRR on the Springfield Line would be physically interchanged with CPKC at Knoche Yard.

Existing customers on the Springfield Line will gain access to an improved level of service (compared to KCS's current service):

- A manifest train will operate six days per week in each direction between Kansas City and East St. Louis. This train will pick-up and set-off cars along its route to support the Springfield Line's local train and yard assignments, providing an improvement in service frequency from the current KCS local service.

- Combining the volumes of ICRR and the merged CPKC (much of it to/from interchange with CSXT at East St. Louis) will provide the critical density needed to support an increase in service levels for all the carriers using this route between Kansas City and East St. Louis. As discussed above, ICRR will also provide direct service for carload traffic to the Knoche joint agency Yard and to the IFG Terminal for intermodal and automotive traffic without having to shuttle cars between the two terminals in Kansas City. This would eliminate current inefficient operations whereby KCS takes manifest traffic south to the IFG Terminal before moving it north to Knoche Yard on westbound trains, and shuttles intermodal loadings to Knoche for eastbound Kansas City – East St. Louis manifest trains.

- A ICRR turn assignment will transfer intermodal/auto traffic between Roodhouse and East St. Louis. Its schedule will be coordinated to provide rapid delivery to East St. Louis of cars set-off at Roodhouse by the new ICRR westbound Chicago-Kansas City train; and prompt handling to Roodhouse of intermodal/auto loads for the new eastbound Kansas City – Chicago train. This will be a new service offering for intermodal/auto shippers moving loads between St. Louis and Toronto/Port of Montreal, as neither CN nor KCS currently have intermodal or automotive facilities in East St. Louis. Detroit will be the largest source of new intermodal and multilevel traffic. The Roodhouse – East St. Louis turn will also move intermodal and automotive traffic coming from Mobile, Jackson, New Orleans, and Memphis (via Centralia) to the Chicago – Kansas City train at Roodhouse for delivery to the IFG Terminal (and vice versa for southbound traffic).

Finally, ICRR will provide improved local service along the key line segment between Roodhouse, IL and Mexico, MO:

- KCS's existing local from Mexico, Missouri would be extended to Laddonia, MO, with increased frequency as volume warrants.

- Service to Jacksonville, IL would be increased.

- Cars moving to/from Roodhouse would be picked up and set off at Mexico, MO, six days a week instead of the current four days a week.
- Service to Cockrell, IL; Springfield, IL, Jerseyville, IL and Carrollton, IL would remain unchanged.
- Customers west of Mexico, MO would be served by the six-day-a-week through train operating between East St. Louis and Kansas City. This would provide a significant improvement in service to the key existing and potential non-agricultural customers and the Ozark Valley Railroad.

KCS will continue to have access to existing unit train grain shippers on the Springfield Line pursuant to the proposed haulage agreement with ICRR, as described in greater detail in the Operating Plan. Under the haulage agreement, CN would operate this unit train service over the Springfield Line on KCS's behalf with cars supplied by KCS or the customer and locomotives supplied by KCS.

In summary, the proposed divestiture transaction will increase the competitive rail options available to shippers on the Springfield Line.

CONCLUSION

For the reasons set forth above, Applicants respectfully request that the Board grant this Responsive Application in its entirety and impose the transactions contemplated herein as a condition of any approval of the proposed CP-KCS merger in Docket No. FD 36500.

Respectfully submitted,

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Counsel for Canadian National Railway Company and Illinois Central Railroad Company

Dated: June 9, 2022

CERTIFICATE OF SERVICE

I hereby certify that on this 9th day of June 2022, a copy of the foregoing Amended Responsive Application was served by first-class mail on all persons designated in § 1180.4(c)(5) and by first-class mail or more expeditious means on all parties of record in Docket No. FD 36500 and sub-dockets 1–4.

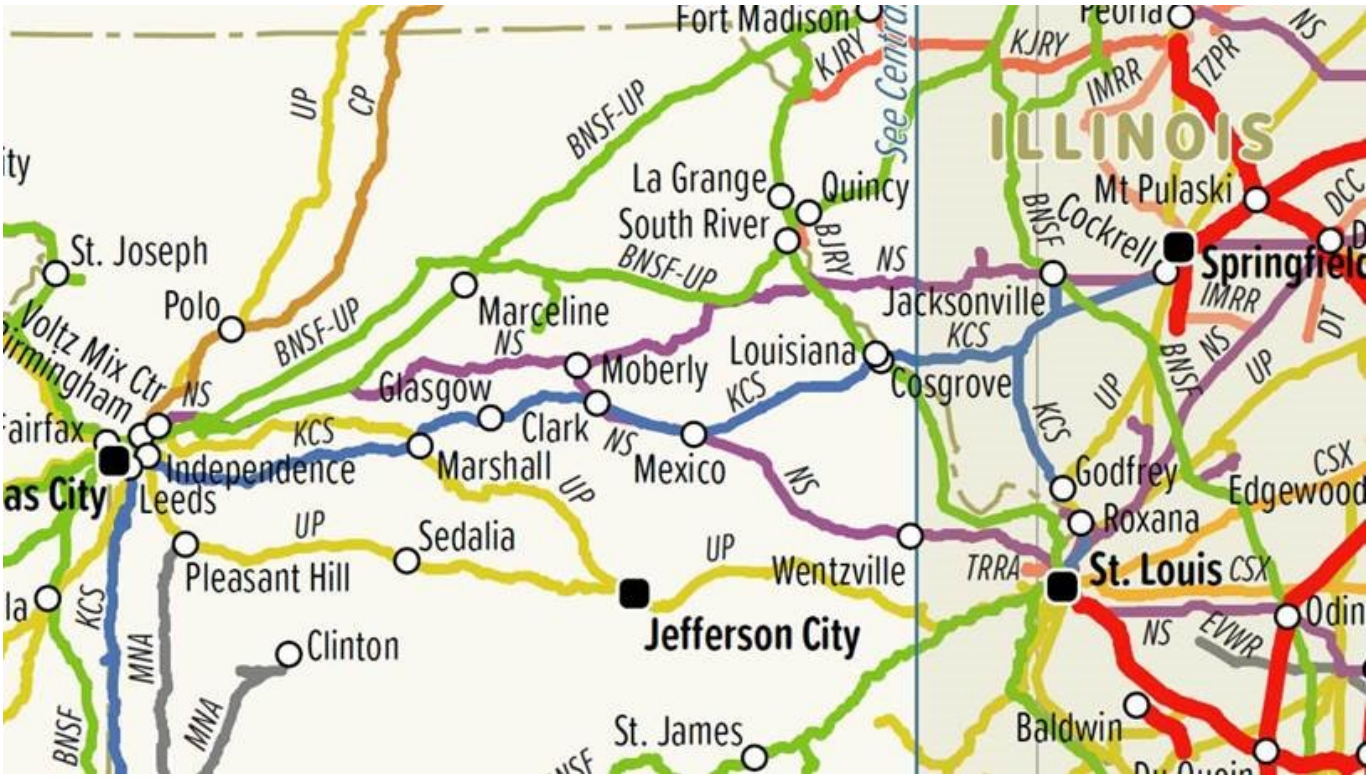
/s/ Matthew J. Warren
Matthew J. Warren
SIDLEY AUSTIN LLP

Exhibit 1

Maps

Exhibit 1A

Map of the Springfield Line
(Sub No. 1)



NORTH AMERICA SYSTEM MAP

LEGEND

- CN
- CN rail ferry
- CN trackage, haulage and commercial rights
- CN principal shortline partners

- BNSF — BNSF Railway
- CP — Canadian Pacific
- CSX — CSX Transportation
- FXE — Ferromex
- KCS — Kansas City Southern
- KCSM — Kansas City Southern de México
- NS — Norfolk Southern
- UP — Union Pacific
- Other connecting, regional and shortline railroads
- O/S — Out of service

0 100 200 300 400 kilometers

0 100 200 300 400 miles

Average scale

Map produced by HATRA Inc. September 2019 | Copyright © 2019 Canadian National Railway Company

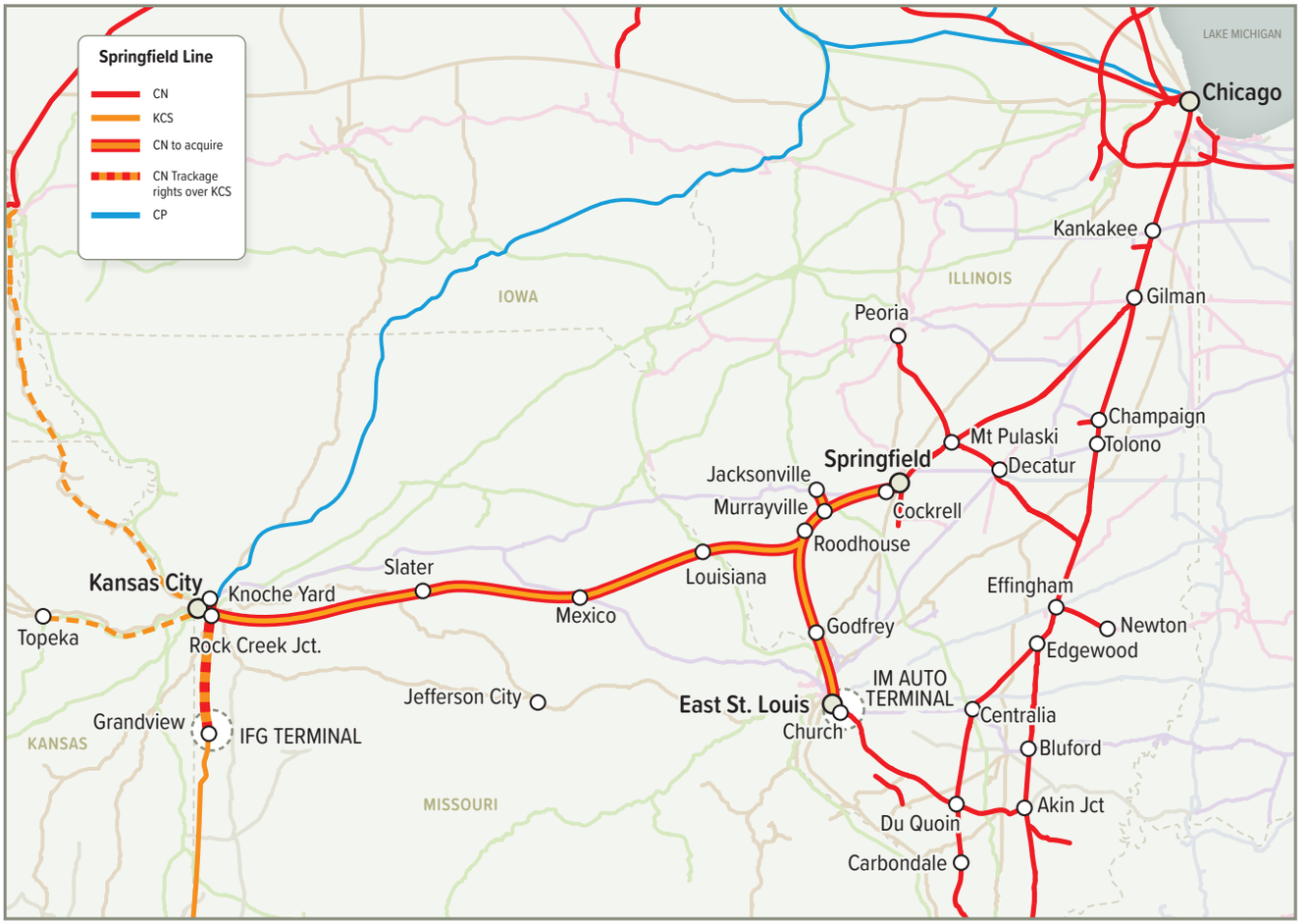

Springfield Line
CN
KCS
CN to acquire
CN Trackage rights over KCS
CP
LAKE MICHIGAN
Chicago
Kankakee
ILLINOIS
Gilman
IOWA
Peoria
Champaign
Tolono
Mt Pulaski
Springfield
Decatur
Jacksonville
Murrayville
Cockrell
Roodhouse
Louisiana
Slater
Kansas City
Knoche Yard
Mexico
Effingham
Topeka
Rock Creek Jct.
Godfrey
Newton
Edgewood
IM AUTO TERMINAL
Jefferson City
East St. Louis
Church
Centralia
Grandview
IFG TERMINAL
KANSAS
Bluford
MISSOURI
Akin Jct
Du Quoin
Carbondale

Exhibit 1B

Map of the Trackage Rights Between Airline Junction, MO and Grandview, MO (Sub-No. 2)

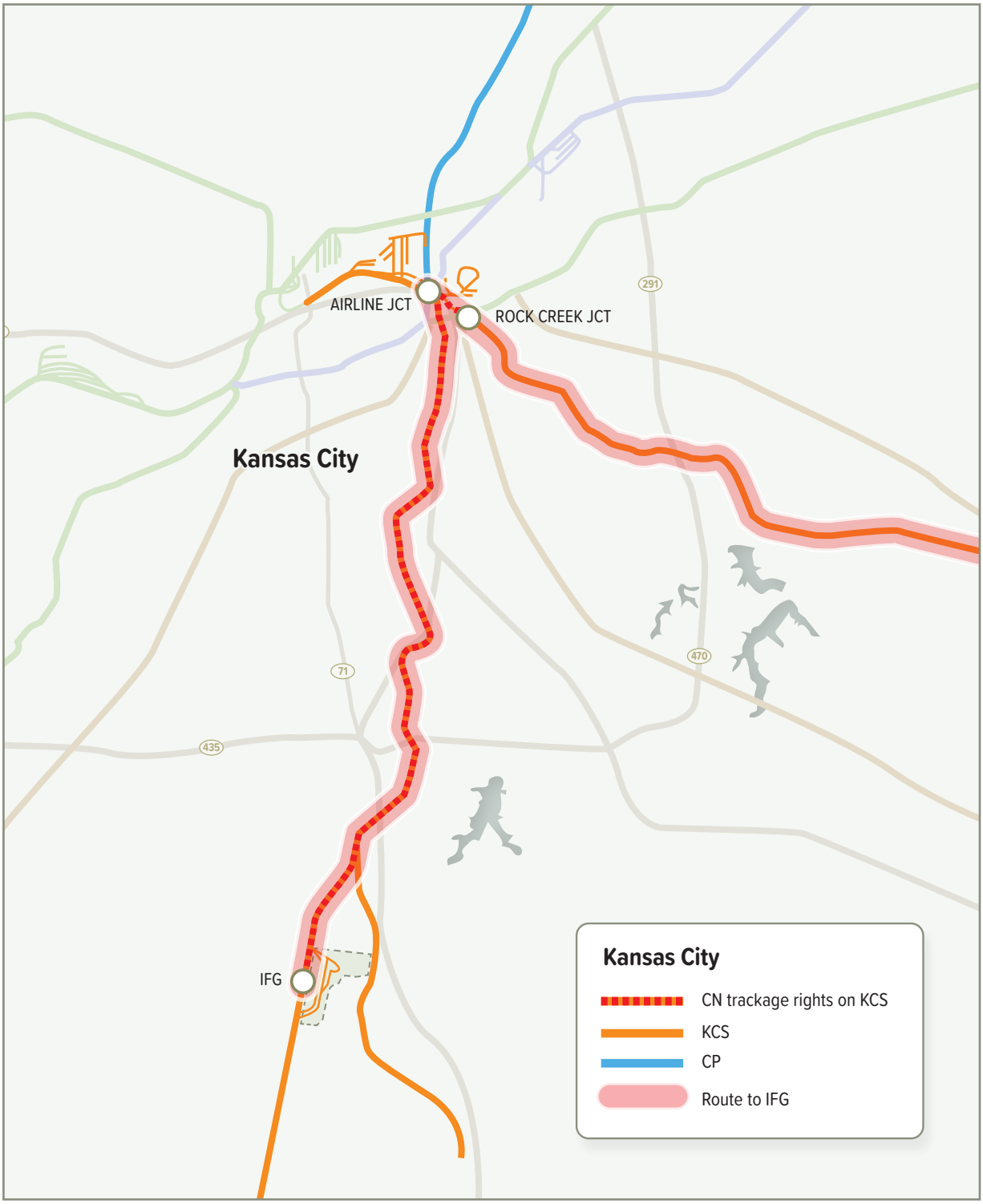

AIRLINE JCT
ROCK CREEK JCT
Kansas City
IFG
291
71
435
470
Kansas City
CN trackage rights on KCS
KCS
CP
Route to IFG

Exhibit 1C

Map of the Gateway Eastern Railway Company (Sub-No. 3)

PUBLIC VERSION

ALTON
EAST ALTON
NS FEDERAL YARD
FEDERAL
WANN
SP WOOD RIVER YARD
WOOD RIVER
REUTERS
I. T. JCT.
LOCK & DAM #25
BN WEST ALTON YARD
WEST ALTON
FORT BELLEFONTAINE
ST. CHARLES CO.
ST. LOUIS CO.
MISSISSIPPI RIVER
HARTFORD
NS WILDS YARD
NS ROXANA YARD
ROXANA
SHELL REFINERY
CLARK OIL REFINERY
OWER
IPANA SUBDIV.
POAG JCT.
OLDENBURG (CHEMETCO)
VIERLING JCT.
SPANISH LAKE
SWITCHING LIMITS
LARIMORE
270
LENOX
MITCHELL
ST. THOMAS
NAMEOKI
FERGUSON
PROSPECT HILL
JENNINGS
BADEN
BN BADEN YARD
CHAIN OF ROCKS BARGE CANAL
STALLINGS UP (EX-CNW)
A.O. SMITH YARD
WR TOWER
GRANITE CITY
COCHEM
HORSESHOE LAKE
U.S. ARMY DEPOT
SH TOWER
MADISON
UP MADISON YARD
DOUBLE TRACK JCT.
EASTON AVE.
CARRIE AVE.
GOODFELLOW
GERALDINE
PAGE AVE. JCT.
MAIN ST.
WEST APPROACH
BREMEN AVE.
TRRA BREMEN YARD
CP JCT.
COLLINSVILLE
MADISON CO.
ST. CLAIR CO.
DELMAR
NORTH MARKET
ST. LOUIS
ST. LOUIS CO.
CITY OF ST. LOUIS
VANDEVENTER
BSDA VANDEVENTER YARD
GRAND AVE.
UP GENERAL OFFICE BUILDING
BIDDLE ST.
UNION STATION
AMTRAK STATION
BRIDGE JCT.
UP BROOKLYN YARD
BROOKLYN JCT.
CR ROSE LAKE YARD TOFC
CSXT
CR EXERMONT YARD
HN CABIN
WILLOWS
CASEYVILLE
WINSTANLEY
TRENDLEY AVE. JCT.
M&O JCT.
SOUTHERN CROSSING
NS COAPMAN YARD
ALORTON
FRENCH VILLAGE
TOWER GROVE
BN CHOUTEAU YARD
(SEDALIA SUBDIV.)
UP 23RD ST. YARD
GRATIOT TOWER
LESPERANCE STREET YARD
SOUTHEASTERN JCT.
BN LINDENWOOD YARD
UP FYLER YARD
LOS SOTO SUBDIV.
TOLSON
SAUGET JCT.
VALLEY JCT.
PHILLIPS
CAHOKIA
CHURCH
CARONDELET
BROADWAY JCT. (LESPERANCE BRANCH)
DAVIS JCT.
MISSISSIPPI RIVER
NORTH DUPO
UP IVORY YARD
UP DUPO YARDS & TOFC
DUPO
SOUTH DUPO
BARRACKS JCT.
BIXBY
TRIANGLE SPUR
ST. CLAIR CO.
MONROE CO.
BELLEVILLE

MAP
EXHIBIT 1
F.D. NO. 33780
PAGE 2 of 2

LEGEND

GATEWAY EASTERN RY.
GATEWAY WESTERN RY.

File Name • k:\mike\dreiling\fd•33780-2.dgn

Exhibit 1D

Map of the Trackage Rights Between Airline Junction, MO and Rock Creek Junction, MO (Sub-No. 4)

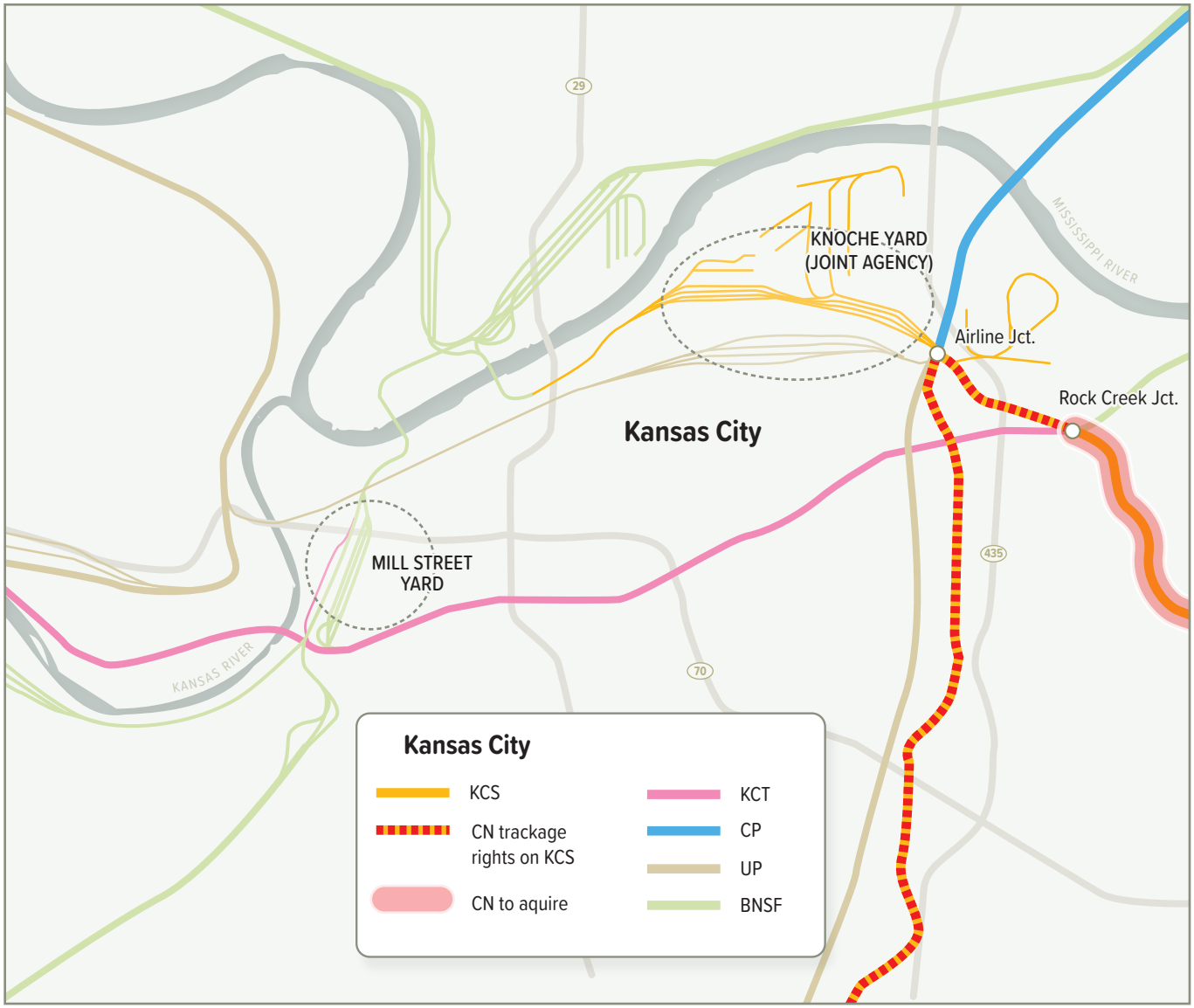

29
KNOCHE YARD
(JOINT AGENCY)
MISSISSIPPI RIVER
Airline Jct.
Rock Creek Jct.
Kansas City
MILL STREET
YARD
435
70
KANSAS RIVER
Kansas City
KCS
CN trackage
rights on KCS
CN to aquire
KCT
CP
UP
BNSF

Exhibit 2

Proposed Agreements

Exhibit 2A

Asset Purchase Agreement

ASSET PURCHASE AGREEMENT

By and Between

KANSAS CITY SOUTHERN RAILWAY COMPANY

and

ILLINOIS CENTRAL RAILROAD COMPANY

Dated as of [●], 2022

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Section 5.11	Permits
Section 5.13	Condition of Subject Line and Bridges
Section 5.14	Brokers
Section 5.15	Insurance
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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of [●], 2022, is entered into by and between Kansas City Southern Railway Company, a Delaware corporation ("KCSR" or "Seller") and Illinois Central Railroad Company, an Illinois corporation ("Purchaser"). Seller and Purchaser are referred to herein individually as a "Party" and collectively as the "Parties."

W I T N E S S E T H:

WHEREAS, Seller owns, operates and has certain right, title and interest in and to those certain lines of railroad located between (i) KCSR Milepost 192.4 in the vicinity of Springfield, Illinois and KCSR Milepost 482.0 in the vicinity of Kansas City, Missouri, a distance of approximately [●] miles, (ii) KCSR Milepost 68.2 in the vicinity of Roodhouse, Illinois and KCSR Milepost 287.2 in the vicinity of Church, Illinois, a distance of approximately [●] miles, (iii) KCSR Milepost 226.7 in the vicinity of Murrayville, Illinois and KCSR Milepost 216.3 in the vicinity of Jacksonville, Illinois, a distance of approximately [●] miles, and (iv) KCSR Milepost 0.0 and KCSR Milepost 3.0 in the vicinity of Mexico, Missouri, a distance of approximately [●] miles and certain related assets shown on Exhibit A (collectively, and as defined more fully below, the "Subject Line"), and certain other assets as defined in Section 2.01 (the Subject Line and such other assets referred to collectively hereinafter as the "Purchased Assets");

WHEREAS, Purchaser desires to acquire the Subject Line and the other Purchased Assets and is willing to assume certain liabilities, in each case as set forth hereinafter, and Seller is willing to sell, convey and assign the same, all on the terms and conditions set forth in this Agreement; and

NOW, THEREFORE, for and in consideration of the foregoing, the representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I.
DEFINITIONS

Section 1.01. Definitions.

The following terms shall have the respective meanings set forth below throughout this Agreement:

"Accounts Receivable" means the accounts receivable, billed and unbilled, of Seller.

"Adjustment Amount" shall have the meaning set forth in Section 4.02(b).

"Adjustment Statement" shall have the meaning set forth in Section 4.02(b).

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

"Agreement" shall have the meaning set forth in the Preamble hereto.

"Allocation Schedule" shall have the meaning set forth in Section 7.04(d).

"Asset Taxes" means ad valorem, property, excise, sales, use, public utility and similar Taxes based upon the acquisition, operation or ownership of the Purchased Assets, the Purchased Interests and assets owned by the Purchased Entities, but excluding, for the avoidance of doubt, Income Taxes and Transfer Taxes.

"Assigned Contracts" shall have the meaning set forth in Section 2.01(c).

"Assignment and Assumption Agreement" shall have the meaning set forth in Section 4.03(e).

"Assumed Liabilities" shall have the meaning set forth in Section 3.01.

"Base Purchase Price" shall have the meaning set forth in Section 4.02(a)

"Bill of Sale" shall have the meaning set forth in Section 4.03(a).

"Business Day" means any day other than a Saturday, Sunday or a day on which the banks in New York, NY are authorized or obligated by Law or executive order to close.

"Cap" shall have the meaning set forth in Section 10.02(c).

"Claim Notice" shall have the meaning set forth in Section 10.02(d).

"Closing" shall have the meaning set forth in Section 4.01.

"Closing Date" shall have the meaning set forth in Section 4.01.

"Code" means the Internal Revenue Code of 1986, as amended.

"Confidential Information" shall have the meaning set forth in Section 7.08(e).

"CP" means Canadian Pacific Railway Company.

"Data Room" means the "[●]" virtual data room relating to the transactions contemplated by this Agreement hosted by [●].

"Deed" shall have the meaning set forth in Section 4.03(d).

"Disclosing Party" shall have the meaning set forth in Section 7.08(c).

"Disclosure Schedules" shall have the meaning set forth in ARTICLE V.

"Electronic Delivery" shall have the meaning set forth in Section 11.08.

"Encumbrance" means any mortgage, lien, encumbrance, charge, option, right of first refusal or first offer, security interest, pledge, right of way, easement or encroachment.

"Environmental Laws" means any and all Laws that have as their principal purpose the protection, preservation, investigation, remediation, or restoration of, or prevention of harm or damage to, natural resources or the environment, or (to the extent addressing human exposure to Hazardous Substances) occupational or human health and safety, including the Comprehensive Environmental Response, Compensation and Liability Act; the Resource Conservation and Recovery Act; the Hazardous Materials Transportation Act; the Federal Insecticide, Fungicide, and Rodenticide Act; the Toxic Substances Control Act; the Clean Water Act; the Clean Air Act; and the Oil Pollution Act.

"Environmental Liabilities" means any Liability that arises under or relates to Environmental Laws or a Hazardous Substance, including for property damage, personal injury or death caused by an actual or alleged Release, or exposure to, a Hazardous Substance at any location whatsoever including a location at which Hazardous Substances have been disposed, for Remedial Action, and for any violation of Environmental Law.

"Equity Transfer Document" means [●].[1]

"Excluded Assets" shall have the meaning set forth in Section 2.02.

"Excluded Contracts" shall have the meaning set forth in Section 2.02(g).

"Excluded Liabilities" shall have the meaning set forth in Section 3.02.

"FCC" means the Federal Communications Commission.

"FCC Approval" means authorization from the FCC pursuant to 49 U.S.C. § 310(d) for the assignment of all radio frequency licenses currently held by Seller related to the Purchased Assets.

"FCC Licenses" shall have the meaning set forth in Section 2.01(j).

"Final 338(h)(10) Allocation" shall have the meaning set forth in Section 7.04(g)(iv).

"Final Determination" shall have the meaning set forth in Section 10.02(e).

[1] **Note to Draft**: To include the documents transferring 8.33% of the equity share in KCT and 100% of the equity share in GWER.

"FRA" shall have the meaning set forth in Section 7.05(c).

"Fraud" means actual and intentional fraud or misrepresentation made by a Party with respect to the specific representations and warranties of such Party expressly set forth in this Agreement with the knowledge that such representation and warranty was false when made, that such Party had the intent to induce the other Party to act or refrain from acting in making such representation and warranty, that such other Party acted in reliance on such misrepresentation or false representation and warranty, and as a result such other Party suffers harm.

"Fundamental Representations" shall have the meaning set forth in Section 10.01.

"GAAP" means generally accepted accounting principles in the United States as in effect from time to time, as consistently applied.

"Governmental Authority" means any government or political subdivision, whether federal, state, local, foreign or supranational, or any agency, authority, official or instrumentality of any such government or political subdivision, or any federal, state, local, foreign or supranational court, tribunal or arbitrator.

"Governmental Order" means any order, judgment, injunction, decree, writ, stipulation, determination or award, in each case, entered by or with any Governmental Authority.

"GWER" shall have the meaning set forth in Section 2.01(e)(iii).

"Haulage Agreement" shall have the meaning set forth in Section 4.03(g).

"Hazardous Substance" means any pollutant or contaminant or any toxic, radioactive or otherwise hazardous substance, waste or material, including petroleum, as such terms are defined in, identified pursuant to, or give rise to Liability under any Environmental Law, per- and polyfluoroalkyl substances, and any substance that would reasonably be expected to have an adverse impact on human health or property.

"IFG Terminal" shall have the meaning set forth in Section 2.01(e)(ii).

"IFG Terminal Access Trackage Rights" shall have the meaning set forth in Section 2.01(f).

"Income Taxes" means (a) all Taxes based upon, measured by, or calculated with respect to gross or net income, gross or net receipts or profits (including franchise Taxes and any capital gains, alternative minimum, and net worth Taxes, but excluding ad valorem, property, excise, severance, production, sales, use, real or personal property transfer or other similar Taxes), (b) Taxes based upon, measured by, or calculated with respect to multiple bases (including corporate franchise, doing business or occupation Taxes) if one or more of the bases upon which such Tax may be based, measured by, or calculated with respect to is included in clause (a) above, or (c) withholding Taxes measured with reference to or as a substitute for any Tax included in clauses (a) or (b) above.

"Indemnified Party" shall have the meaning set forth in Section 10.02(d).

"Indemnitor" shall have the meaning set forth in Section 10.02(d).

"Intellectual Property" means all rights in intellectual property of any type throughout the world, including (a) patents, patent applications and statutory invention registrations, including continuations, continuations-in-part, divisionals, provisionals, reexaminations, reissues and extensions; (b) name and source identifiers; (c) copyrights, whether registered or unregistered, database rights, and registrations and applications for registration thereof; and (d) trade secrets.

"IRS" means the Internal Revenue Service.

"KCS" means Kansas City Southern, a Delaware corporation.

"KCSR" shall have the meaning set forth in the Preamble hereto.

"KCTR" shall have the meaning set forth in Section 2.01(e)(i).

"Knowledge" or any other similar knowledge qualification, shall mean the actual or constructive knowledge of an individual, assuming due inquiry. For purposes of this Agreement, Knowledge of Seller and Knowledge of Purchaser shall, respectively, be limited to the actual knowledge of those persons listed under such Party's name on Section 1.01 of the Disclosure Schedules.

"Law" means any law, statute, code, ordinance, regulation or Governmental Order or other legally enforceable requirement of any Governmental Authority.

["Leased Real Property" shall have the meaning set forth in Section 5.08(a).]

"Liability" means any liability, debt, guarantee, assurance, commitment, claim, deficiency, or obligation, whether known or unknown, fixed, absolute or contingent, matured or unmatured, accrued or unaccrued, liquidated or unliquidated, asserted or unasserted, due or to become due, whenever or however arising (including whether arising by operation of Law, or out of any contract, or of any tort based on negligence or strict liability, or otherwise based on strict liability) and whether or not the same would be required to be stated in financial statements or disclosed in the notes thereto.

"Losses" shall have the meaning set forth in Section 10.02(a).

"Material Adverse Effect" means any event, change, development, circumstance or effect that is materially adverse to (x) the value of the Purchased Assets or the amount of the Assumed Liabilities, taken as a whole, or (y) the ability of Seller to consummate the transactions contemplated by this Agreement; *provided* that none of the following shall be deemed to constitute, and none of the following shall be, either alone or in combination, taken into account in determining whether there has been, a Material Adverse Effect: (a) any adverse event, change, development, circumstance or effect (whether short-term or long-term) arising from or relating to (i) general business, industry or economic conditions, (ii) national or international political or social conditions, including the engagement by the United States or any other country in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of

any military or terrorist attack, any conditions resulting from natural or manmade disasters or other acts of God or weather conditions, flood, epidemics, pandemics or other similar outbreaks or health crises (including the COVID-19 pandemic) or other force majeure events, (iii) changes in financial, banking or securities markets (including any disruption thereof and any decline in the price of any security or any market index), (iv) changes in GAAP or other applicable accounting rules or standards, (v) changes in Laws or the entry, revision or reversal of any Governmental Order, (vi) the taking of any action required by this Agreement or any of the other Transaction Documents, (vii) the announcement, pendency or completion of the transactions contemplated by this Agreement or any of the other Transaction Documents or the identity of Purchaser, including Losses or threatened Losses of employees, customers, suppliers, distributors or others having relationships with Seller or any of its Affiliates or with the Purchased Assets, or (viii) the terms or availability of Purchaser's financing with respect to the transactions contemplated by the Transaction Documents; (b) any failure to meet a forecast (whether internal or published) of revenue, earnings, cash flow, or other data for any period or any change in such a forecast; *provided* that this clause (b) shall not prevent a determination that any event, change, development, circumstance or effect (whether short-term or long-term), not otherwise excluded from this definition of Material Adverse Effect, that results in such failure to meet projections or forecasts has resulted in a Material Adverse Effect; (c) matters disclosed or referred to in the Disclosure Schedules; (d) any event, change, development, circumstance or effect (whether short-term or long-term) with respect to which Purchaser has Knowledge on the date hereof; or (e) any actions taken or omitted to be taken by or at the request or with the consent of Purchaser or any of its Affiliates.

"National Priorities List" means the list of sites of national priority under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., among the known Releases or threatened Releases of Hazardous Substances, pollutants, or contaminants throughout the United States.

"Party" shall have the meaning set forth in the Preamble hereto.

"PCBs" shall have the meaning set forth in Section 5.09(i).

"Permits" means all governmental licenses, permits or other governmental authorizations related to the Purchased Assets.

"Permitted Encumbrances" means (a) all existing agreements, encroachments, claims, easements, servitudes, occupancies, grants, reservations, deed obligations and similar covenants, rights, title defects and other impediments, whether or not recorded and whether or not this Agreement provides actual notice thereof, by operation of Law or otherwise, (b) all existing telecommunications facilities, public and private utilities, pipe and wire crossings, reservations, exceptions and restrictions whether or not of record, (c) legally applicable building, zoning, subdivision and other federal, state, provincial, county, municipal or local Laws, ordinances and regulations, (d) property Taxes and assessments, both general and special, which may become due or payable on or after the Closing Date which relate to all periods from and after the Closing, (e) any and all encroachments which might be revealed by a survey meeting applicable state or provincial minimum technical requirements and (f) any and all existing ways and servitudes, and rights of way, howsoever created, for roads, streets and highways.

"Person" means any individual, corporation, partnership, firm, joint venture, association, limited liability company, limited liability partnership, joint-stock company, trust, joint venture, unincorporated organization, governmental, judicial or regulatory body, business unit, division or any other business entity, organization or Governmental Authority.

"Pre-Closing Tax Period" means any taxable period (or portion of any Straddle Period) ending on or before the Closing Date.

"Prior Environmental Liabilities" shall have the meaning set forth in Section 3.02(b).

"Proceeding" means any claim, charge, action, arbitration, audit, investigation, hearing, litigation or suit (whether civil, criminal, administrative or judicial) commenced, brought, conducted or heard by or before any Governmental Authority.

"PTC" shall have the meaning set forth in Section 7.05(c).

"Purchase Price" shall have the meaning set forth in Section 4.02(a).

"Purchased Assets" shall have the meaning set forth in the Recitals.

"Purchased Entities" shall mean KCTR and GWER.

"Purchased Interests" shall have the meaning set forth in Section 2.01(e).

"Purchaser" shall have the meaning set forth in the Preamble hereto.

"Purchaser Draft 338(h)(10) Allocation" shall have the meaning set forth in Section 7.04(g)(i).

"Purchaser Indemnified Parties" shall have the meaning set forth in Section 10.02(a).

"Release" means any spill, seepage, discharge, leak, migration, emission, escape, injection, pouring, pumping, emptying, dumping, disposal or other release of any Hazardous Substances into the indoor or outdoor environment.

"Remedial Action" means any investigation, remediation, clean-up, abatement, removal or monitoring (or words of similar import) of Hazardous Substances.

"Representative" means any director, officer, member, owner, partner, employee, agent or advisor (including attorneys, accountants, consultants, bankers and financial advisors) of a Party.

"Required Consent Contract" shall have the meaning set forth in Section 2.03(a).

"Reviewing Accountant" shall have the meaning set forth in Section 7.04(g)(iii).

"Section 338 Taxes" has the meaning set forth in Section 7.04(g)(vi).

"Section 338(h)(10) Election" has the meaning set forth in Section 7.04(f).

"Seller" shall have the meaning set forth in the Preamble hereto.

"Seller 338(h)(10) Allocation Notice" shall have the meaning set forth in Section 7.04(g)(ii).

"Seller Indemnified Parties" shall have the meaning set forth in Section 10.02(b).

"Seller Marks" shall have the meaning set forth in Section 7.09.

"Seller Taxes" means, without duplication, (a) any and all Income Taxes imposed on Seller, any of its direct or indirect owners or Affiliates, or any combined, unitary, or consolidated group of which any of the foregoing is or was a member, (b) Taxes of the Purchased Entities or attributable to the Purchased Assets and Purchased Interests Pre-Closing Tax Period, (c) Transfer Taxes that Seller is obligated to pay as set forth in Section 7.04(a), (d) Asset Taxes that Seller is obligated to pay as set forth in Section 7.04(b), (e) any and all Taxes resulting from a breach by Seller of any covenant relating to Taxes, (f) Section 338 Taxes and (g) any Taxes imposed on or with respect to the ownership or operation of the Excluded Assets or that are attributable to any asset or business of Seller that is not part of the Purchased Assets; *provided, however*, that no such Tax shall constitute a Seller Tax (i) if Purchaser is liable therefor under Section 7.04 or (ii) to the extent that the amount of such Tax was included as an adjustment to the Purchase Price under Section 4.02.

"STB" means the U.S. Surface Transportation Board.

"STB Approvals" shall mean, collectively, (a) approval pursuant to 49 U.S.C. § 11323 *et seq*. of the application in Finance Docket No. 36500 for CP to acquire control of KCS and Seller (and each of the related applications in Finance Docket No. 36500 (Sub-Nos. [●])); (b) approval or exemption pursuant to 49 U.S.C. § 11323 *et seq*. and/or 49 U.S.C. § 10901(as applicable) of the transactions contemplated by this Agreement, and (c) approval or exemption pursuant to 49 U.S.C. § 11323 *et seq*. of the transactions contemplated by the Trackage Rights Agreement, in each case by final order of the STB which shall have become effective and otherwise be in full force and effect.

"Straddle Period" means any taxable period that includes but does not end on the Closing Date. Where necessary to allocate Taxes under this Agreement with respect to a Straddle Period (a) property, ad valorem, intangible, and other periodic Taxes allocable to the Pre-Closing Tax Period shall be equal to the amount of such Taxes for the entire Straddle Period multiplied by a fraction, the numerator of which is the number of calendar days during the Straddle Period that are in the Pre-Closing Tax Period and the denominator of which is the number of calendar days in the entire Straddle Period; and (b) Taxes (other than Taxes allocable under clause (a) of this definition) allocable to the Pre-Closing Tax Period shall be computed on the basis of a "closing of the books," as if such taxable period ended as of the end of the day on the Closing Date; *provided* that exemptions, allowances or deductions that are calculated on an annual basis (including depreciation and amortization deductions) shall be allocated between the period ending on the Closing Date and the period beginning after the Closing Date in proportion to the number of calendar days in each period. Notwithstanding anything herein to the contrary, all Section 338

Taxes shall be allocable to the portion of the Straddle Period ending on and including the Closing Date.

"Subject Line" shall mean the lines of railroad described in the Recitals, and shall include, with respect to such lines, all tracks, rails, ties, ballast, spikes, tie plates, fastenings, rail anchors, track materials, connections, switches and frogs, shared diamonds, wyes, crossings, bridges, culverts, signals, crossing warning devices, and other rail-related fixtures and improvements, supporting structures and other infrastructure, including all buildings, improvements, shops, on-duty points, yards, terminals, parking and storage areas, adjoining siding, industrial, ancillary and yard track property located on the Transferred Real Property.

"Tax" or "Taxes" (a) all taxes, assessments, duties, levies, imposts or other similar charges in the nature of a tax imposed by a Governmental Authority (whether payable directly or by withholding and whether or not requiring the filing of a Tax Return), including all income, profits, gross receipts, license, payroll, employment, excise, fuel, environmental, severance, stamp, occupation, premium, customs duties, license, withholding, social security, unemployment, disability, ad valorem, real property, personal property, sales, use, lease, transfer, registration, value added, alternative or add-on minimum, estimated, and withholding (including backup withholding) or other similar taxes (together with any and all interest, penalties and additions to tax imposed with respect thereto), (b) including any Liability for payment of any amounts of the type described in clause (a) as a result of being a member of any affiliated, consolidated, combined or unitary group or required to be included in any Tax Return relating to such group prior to the Closing Date by reason of Treasury Regulations Section 1.1502-6(a) or any similar foreign, state or local Law, and (c) any Liability for the payment of any amounts of the type described in clause (a) or (b) as a result of the operation of Law or any express or implied obligation to indemnify any other Person.

"Tax Returns" means any and all returns, declarations, claims for refund, or information returns or statements, reports and forms relating to Taxes filed with any governmental Tax authority (including any schedule or attachment thereto) with respect to the Purchased Assets and Purchased Interests, including any amendment thereof.

"Third Party" means any Person not a Party to this Agreement.

"Third Party Claim" shall have the meaning set forth in Section 10.02(f).

"Threshold Amount" shall have the meaning set forth in Section 10.02(c).

"Trackage Rights Agreement" shall have the meaning set forth in Section 4.03(f).

"Transaction Documents" means this Agreement, the Bill of Sale, the Deed, the Assignment and Assumption Agreement, the Transition Services Agreement, the Haulage Agreement, the Trackage Rights Agreement, the Equity Transfer Documents and each certificate or instrument to be executed and delivered by any Party in connection with or pursuant to this Agreement.

"Transfer Taxes" shall have the meaning set forth in Section 7.04(a).

"Transferred Real Property" shall have the meaning set forth in Section 2.01(b).

"Transition Services Agreement" shall have the meaning set forth in Section 4.03(c).

ARTICLE II.
PURCHASE AND SALE OF ASSETS

Section 2.01. Purchase and Sale of the Purchased Assets.

On the terms and subject to the conditions set forth in this Agreement, Seller hereby agrees to sell, assign (but only to the extent assignable), transfer, convey and deliver to Purchaser, and Purchaser hereby agrees to purchase, acquire, and accept from Seller on the Closing Date, all of Seller's right, title and interest in, to and under the following assets, to the extent that such assets exist as of the Closing, in all cases excepting the Excluded Assets:

(a) the Subject Line;

(b) the real property as described in Section 2.01(b) of the Disclosure Schedules attached hereto, together with (and subject to) all easements, rights-of-way and other rights and interests appurtenant thereto (collectively, the "Transferred Real Property");

(c) those certain agreements, leases and contracts of Seller that relate to the ownership and operation of the Subject Line[, including the Leased Real Property,] and are listed in Section 2.01(c) of the Disclosure Schedules (the "Assigned Contracts");[2]

(d) Seller's interest in the Godfrey-East. St. Louis Joint Facility Agreement, dated as of October [●], 1989, related to the joint facility located between KCSR Milepost 28.0 in the vicinity of Godfrey, Illinois and KCSR Milepost 287.2 in the vicinity of Church, Illinois, a distance of approximately [●] miles;

(e) The following share interest owned by Seller (collectively, the "Purchased Interests"):

(i) 8.33% of the total equity share interest in Kansas City Terminal Railway Company ("KCTR") and all rights, privileges and post-Closing obligations associated therewith;

(ii) a 50% ownership interest in KCSR's International Freight Gateway intermodal terminal (the "IFG Terminal") located south of Kansas City, Missouri (including the right to use all tracks and facilities within, and providing access to, the IFG Terminal); and

[2] **Note to Draft**: Contracts to be discussed. Not certain whether any portion of the KCS line is leased.

(iii) 100% of the total equity share interest in Gateway Eastern Railway Company ("GWER").

(f) overhead trackage rights on KCSR's Pittsburgh Subdivision to reach the IFG Terminal, extending from approximately KCSR Milepost 5.6 at Airline Junction in the vicinity of Kansas City, Missouri and KCSR Milepost 29.5 in the vicinity of Grandview, Missouri, a distance of approximately 23.9 miles (the "IFG Terminal Access Trackage Rights");

(g) assignment of Seller's existing overhead trackage rights, pursuant to the August 5, 1997 agreement or any amended or successor agreement, over Union Pacific Railroad Company's KC Metro Subdivision between approximately milepost 276.8 at Rock Creek Junction and approximately milepost 278.2 in the vicinity of Southwest Junction/Air Line Junction in Kansas City, Missouri, a distance of approximately 1.4 miles;

(h) all Permits, in each case to the extent transferable by Seller;

(i) all keys, entry devices and passcodes with respect to the Purchased Assets including combinations to any locks or vaults (if any) in Seller's possession;

(j) the radio license authorizations currently held by Seller with respect to the Purchased Assets, as set forth on Section 2.01(j) of the Seller Disclosure Schedule (the "FCC Licenses"); and

(k) copies of the books and records relating to the ownership and operation of the Purchased Assets by Seller and the Purchased Interests, including those records provided in the Data Room (but excluding (i) all Tax Returns and related books and records except Tax Returns and related books and records related to the Purchased Interests, (ii) any records prepared by Seller in connection with the transactions contemplated by this Agreement, (iii) Seller's corporate charter, seal, minute books, stock record books, and other similar documents relating to the organization, maintenance and existence of Seller, (iv) any records that are the subject to the work product or other similar privilege or protection and (v) any transportation or customer agreements that are Excluded Contracts).

Section 2.02. Excluded Assets.

Other than the Purchased Assets and the Purchased Interests, all of Seller's assets, properties, rights and contracts of every description, real, personal, mixed, tangible and intangible, wherever situated (collectively, the "Excluded Assets") will remain the property of Seller after the Closing. The Excluded Assets include the following assets of Seller:

(a) all cash, cash equivalents and marketable securities;

(b) all Accounts Receivable (including rights to rebates, refunds, and similar items) of Seller;

(c) all tangible personal property other than the Subject Line, including all raw materials, work-in-process and other inventory, radios, locomotives, rolling stock and vehicles, maintenance-of-way equipment, and hand tools;

(d) all Intellectual Property owned by Seller together with the right to sue and collect for past infringement thereof, and all radio licenses or frequencies owned or operated by Seller;

(e) subject to Section 2.03 below, any Required Consent Contracts for which an effective consent or approval permitting the assignment of such contract(s) has not been obtained prior to the Closing Date;

(f) all claims, rights and causes of action relating to or arising from (i) any of the Excluded Assets or the Excluded Liabilities, and (ii) the ownership and operation of the Purchased Assets prior to the Closing Date;

(g) all agreements, leases and contracts of Seller that relate to the ownership and operation of the Subject Line other than those listed in Section 2.01(c) the Disclosure Schedules (the "Excluded Contracts");

(h) all prepaid expenses, credits, advance payments, security, deposits, charges, sums and fees;

(i) all policies of insurance and any proceeds or return of premiums thereunder;

(j) all claims, rights and interests of Seller in and to any deposits or refunds of Taxes, or Tax credits for any period, and all Tax deposits, refunds and credits related to the Purchased Assets for taxable periods (or portions thereof, having regard to Section 7.04) ending on or prior to the Closing Date (with all such Tax refunds and credits calculated as if the relevant Tax period ended on the Closing Date);

(k) Seller's Tax Returns and related books and records (excluding Tax Returns and related books and records relating to the Purchased Interests);

(l) all rights of Seller under or pursuant to this Agreement, the other Transaction Documents or any other instrument between Seller and Purchaser or their respective Affiliates entered into pursuant to this Agreement or the transactions contemplated hereby; and

(m) all other assets of Seller and its Affiliates.

Section 2.03. Required Consent Contracts.

(a) Anything in this Agreement to the contrary notwithstanding, this Agreement shall not constitute an agreement to assign or otherwise sell, convey or transfer any Assigned Contract (or any claim, right or benefit arising thereunder or resulting therefrom) prior to receiving any required consent or approval for such assignment, conveyance or transfer, or to enter into any other agreement or arrangement with respect thereto, if an attempted assignment, sale, conveyance or transfer thereof, or entering into any such agreement or arrangement, without the consent or approval of a Third Party, would constitute a breach thereof, or other contravention thereunder, be ineffective with respect to any party thereto or in any way adversely affect the rights of Seller or Purchaser thereunder; *provided*, *however*, that, if any such Assigned Contract may be so assigned, sold, conveyed or transferred without having any of the foregoing consequences, such

Assigned Contract shall be so assigned, sold, conveyed and transferred. With respect to any Assigned Contract as to which the consent or approval of a Third Party is required (each a "Required Consent Contract"), promptly after the date hereof, and for a period of 12 months from and after the Closing, Seller and Purchaser will use commercially reasonable efforts to obtain the written consent or approval of such Third Party(ies) to such Required Consent Contract for the sale, transfer, assignment and novation thereof to Purchaser, or written confirmation from such parties reasonably satisfactory in form and substance to Seller and Purchaser confirming that such consent is not required; *provided*, *however*, that Seller shall not be required to pay or incur any costs or expenses (including any requested consent fees) to obtain any required consent or approval under a Required Consent Contract, such costs and expenses to be borne solely by Purchaser, in the event that Purchaser, in its discretion, approves the payment or incurrence of such costs and expenses.

(b) Until such consent or approval is obtained with respect to any Required Consent Contract, to the extent permitted by applicable Law and the terms of any Required Consent Contract not assigned pursuant to Section 2.03(a), from and after the Closing Date, (i) Purchaser will obtain the claims, rights and benefits of Seller arising under such Required Consent Contract, (ii) Purchaser will perform, fulfill and discharge all of Seller's obligations and Liabilities thereunder that are Assumed Liabilities in a timely manner and in accordance with all applicable Laws and the terms of such Required Consent Contract for the benefit of Seller and the other party or parties thereto, (iii) Purchaser will indemnify, defend, and hold harmless Seller and its Affiliates from any Losses asserted against, incurred or suffered by any of them that relate to, result from or arise out of the failure of Purchaser to comply with this Section 2.03(b) with respect to any Required Consent Contract, including as a result of performance, non-performance or deficient performance under such Required Consent Contract and (iv) Seller agrees to enforce, at the reasonable request of Purchaser and at the expense and for the account of Purchaser, any rights of Seller under or arising from the Required Consent Contracts against any Third Party, including the right to elect to terminate any such Required Consent Contracts (or rights thereunder) in accordance with the terms of such Required Consent Contracts upon the written direction of Purchaser; *provided* that Purchaser shall be responsible for any termination fees resulting from or arising out of the termination of any Required Consent Contracts at the direction of Purchaser.

(c) With respect to any Required Consent Contract not assigned or transferred pursuant to Section 2.03(a) for which Purchaser must undertake performance pursuant to Section 2.03(b), Seller will pay to Purchaser any monies received by Seller from any Third Party for services rendered by Purchaser after the Closing Date, less any actual out-of-pocket costs or expenses incurred by Seller and payable to any Third Party as a result of receiving and processing payment of such monies.

(d) At the request of Seller, Purchaser shall use commercially reasonable efforts to assist Seller in seeking the unconditional release of Seller from any and all obligations or Liabilities under or in respect of any Assigned Contract constituting a Purchased Asset on the Closing Date or thereafter deemed a Purchased Asset as of the Closing Date, including by means of novation, release or similar arrangement with the applicable Third Party; *provided* that Purchaser shall not be responsible for any fees, out-of-pocket costs or expenses resulting from or arising out of seeking such unconditional releases.

ARTICLE III.
LIABILITIES

Section 3.01. Assumed Liabilities.

From and after the Closing Date, Purchaser assumes, and agrees to pay, perform and discharge in accordance with the respective terms and subject to the respective conditions thereof, the following Liabilities of Seller in all cases excepting the Excluded Liabilities (collectively, the "Assumed Liabilities"):

(a) all Liabilities arising out of, related to or required to be performed under the Purchased Assets, including the Assigned Contracts, to the extent arising out of, relating to or resulting from any act, error or omission of Purchaser occurring at or following the Closing; *provided*, *however*, that until such time as any Required Consent Contract is assigned or transferred to Purchaser pursuant to an effective consent or approval, Purchaser shall assume and undertake to pay, perform and discharge such Required Consent Contract in accordance with the terms of Section 2.03 herein;

(b) All obligations of Purchaser pursuant to the terms of the Haulage Agreement and the Trackage Rights Agreement;

(c) except as otherwise provided in the Trackage Rights Agreement and the Haulage Agreement, all Liabilities arising out of or related to the ownership, operation and use of the Subject Line from and after the Closing, including all Taxes that Purchaser is obligated to assume under Section 7.04; and

(d) all Liabilities arising out of, or related to, the ownership, operation or use of the Purchased Assets from and after the Closing. Seller shall fully cooperate and timely provide to Purchaser any information requested by Purchaser to properly review, evaluate, settle and/or litigate any Liabilities to be assumed by Purchaser pursuant to this Section 3.01(d).

Section 3.02. Excluded Liabilities.

Purchaser shall not assume or be obligated to pay, perform or otherwise discharge any of the following Liabilities of Seller (all of such Liabilities not so assumed by Purchaser being referred to herein as the "Excluded Liabilities"):

(a) except as otherwise provided in Section 2.03 herein, any Liabilities arising out of or related to the Excluded Assets or arising out of or related to indebtedness for borrowed money or capital lease obligations;

(b) except for any Environmental Liabilities of Purchaser for the removal and/or remediation of petroleum and petroleum-related substances on and emanating from the diesel shop refueling area of Seller's Venice, Illinois rail yard facility set forth in that certain Settlement Agreement and Release for KCS Venice, Illinois Facility Remediation, dated as of June 21, 2006, by and between Purchaser and Seller, which, for the avoidance of doubt, shall be retained by Purchaser, all Environmental Liabilities arising out of or related to the ownership, operation or use of the Purchased Assets, including the disposal of Hazardous Substances at any location

whatsoever, whether arising out of, related to, or resulting from, the ownership, operation or use of the Purchased Assets prior to the Closing, including all Environmental Liabilities for any Release of Hazardous Substances at the Purchased Assets or any other location whatsoever or violation of Environmental Law at the Purchased Assets, first occurring prior to the Closing even if continuing after the Closing, including any Environmental Liabilities for the Remedial Action or Release of Hazardous Substances identified on Section 3.02(b) of the Disclosure Schedules[3] ("Prior Environmental Liabilities");

(c) any Liability of GWER arising prior to or at the Closing;

(d) any Liability for Seller Taxes or public utilities relating to the Purchased Assets for periods (or portions thereof, having regard to Section 7.04), ending on or prior to the Closing Date;

(e) any Liability of Seller (i) to any employees or independent contractors of Seller and its Affiliates relating to their employment or retention by Seller and its Affiliates (including for salary, wages, commissions, labor protective conditions, or any other form of compensation, severance pay, termination pay, notice of termination of employment or pay in lieu of such notice, damages for wrongful dismissal, health, accident, sickness, death and disability benefits, workers compensation benefits, claims made under the Federal Employers Liability Act or the Consolidated Omnibus Budget Reconciliation Act of 1985, each as amended from time to time, employee benefits and claims, employee welfare benefits and claims, and all other claims arising out of, relating to or resulting from their employment or provision of services to Seller and its Affiliates) or (ii) under any employee benefit plan or agreement, employee welfare plan or employee pension plan of Seller and its Affiliates, including any multi-employer pension plan in which Seller or any of its Affiliates participates;

(f) any Liability of Seller in respect of any breach of or default under, or any non-compliance with respect to, any Assigned Contract by Seller to the extent arising out of, relating to or resulting from any act, error or omission of Seller occurring at or prior to Closing or any payment obligation of Seller for any goods or services provided to Seller under any Assigned Contract prior to Closing;

(g) All obligations of Seller pursuant to the terms of the Haulage Agreement and the Trackage Rights Agreement;

(h) any Liabilities arising out of, related to, or resulting from, the ownership, operation or use of the Purchased Assets prior to the Closing. Purchaser shall fully cooperate and timely provide to Seller any information requested by Seller to properly review, evaluate, settle and/or litigate any Liabilities to be assumed by Seller;

(i) any Liability of Seller to indemnify any Person by reason of the fact that such Person was a partner, manager, trustee, director, officer, employee or agent of Seller or any

[3] **Note to Draft**: Schedule will include description of certain known contamination/remediation issues on the Subject Line.

of its Affiliates or was serving at the request of any such Person as a partner, manager, trustee, director, officer, employee or agent of another Person;

(j) except as otherwise provided by the terms of this Agreement, any Liability of Seller for costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby, or under this Agreement or any other Transaction Document, or of Seller to any Affiliate or Representative of Seller;

(k) any Liability of Seller arising out of any collective bargaining agreement or labor contract to which Seller or any Affiliate is a party; and

(l) except as otherwise provided in this Agreement, any Liability of Seller to any customer of Seller or any Liability for any accounts payable of Seller as of the Closing, in each case related to or resulting from the ownership and operation of the Purchased Assets prior to the Closing.

ARTICLE IV.
CLOSING AND PURCHASE PRICE

Section 4.01. Closing; Closing Date Deliveries.

The closing of the transactions contemplated by this Agreement (the "Closing") shall take place, by exchange of documents by Electronic Delivery (except for the Deed, for which Seller shall deliver to Purchaser one (1) original wet-ink, signed and notarized copy for each county in which the Transferred Real Property is located), (a) within 90 days of the effective date of the STB Approvals, subject to the satisfaction of the conditions set forth in ARTICLE VIII (other than those conditions that are to be satisfied by action taken at the Closing, but subject to the satisfaction or waiver of such conditions at the Closing) or, to the extent permitted, waived by the Party(ies) entitled to the benefit thereof, or (b) at such other place, time and date as may be agreed between Seller and Purchaser (such date, the "Closing Date").

Section 4.02. Purchase Price; Adjustment Amount.

(a) In consideration of the transactions contemplated by this Agreement, Purchaser agrees (i) to pay $[●] (the "Base Purchase Price") *plus or minus* the Adjustment Amount calculated in the manner set forth in Section 4.02(b) (collectively, the "Purchase Price") and (ii) to assume the Assumed Liabilities.

(b) Not less than three Business Days prior to the Closing Date, Seller shall deliver to Purchaser a written statement in the form of Exhibit B (the "Adjustment Statement") setting forth (i) Seller's good faith estimate of Purchaser's share of the prorated amounts for the following, in each case as of the Closing Date (collectively, the "Adjustment Amount"): (A) Taxes in accordance with Section 7.04(b), (B) pre-paid (or accrued, but unpaid) fees related to the Permits, (C) payables and receivables under the Assigned Contracts and (D) [●][4], and (ii) on the basis of the foregoing, a calculation of the Purchase Price payable by Purchaser at Closing. For the

[4] **Note to Draft**: Additional items to be determined.

avoidance of doubt, if the Adjustment Amount is a positive number, such amount shall be added to the Base Purchase Price to calculate the Purchase Price and, if the Adjustment Amount is a negative number, the absolute value of such amount shall be deducted from the Base Purchase Price to calculate the Purchase Price.

Section 4.03. Seller Closing Deliveries.

At the Closing and subject to the terms and conditions herein contained, Seller shall deliver to Purchaser the following:

(a) a bill of sale for the personal property included in the Purchased Assets, in substantially the form attached hereto as Exhibit C, duly executed by Seller (the "Bill of Sale");

(b) a certificate pursuant to Treasury Regulations Section 1.1445-2(b) that Seller is not a foreign Person within the meaning of Section 1445 of the Code as well as IRS Form W-9 of Seller;

(c) the Transition Services Agreement, in substantially the form attached as Exhibit D regarding the provision of transition services, duly executed by Seller (the "Transition Services Agreement");

(d) for each county in which the Transferred Real Property is located, a quitclaim deed with respect to the transfer to Purchaser of the Transferred Real Property in such county, duly executed by Seller (collectively, the "Deed");

(e) an assignment and assumption agreement evidencing the sale, assignment, transfer, conveyance and delivery to Purchaser, and Purchaser's purchase, acquisition and acceptance from Seller on the Closing Date, of the Assigned Contracts and Assumed Liabilities, in substantially the form attached hereto as Exhibit E, duly executed by Seller (the "Assignment and Assumption Agreement");

(f) a trackage rights agreement granting Purchaser trackage rights over the IFG Terminal Access Trackage Rights, in substantially the form attached hereto as Exhibit F, duly executed by Seller (the "Trackage Rights Agreement");

(g) an agreement pursuant to which Purchaser agrees to provide haulage service for the account of Seller over the Subject Line, in substantially the form attached hereto as Exhibit G, duly executed by Seller (the "Haulage Agreement");

(h) a counterpart to the Equity Transfer Documents, duly executed by Seller;

(i) a certificate executed by an officer of Seller certifying that attached thereto are (i) true and correct copies of the organizational documents of Seller; (ii) a true and correct copy of the resolutions of the board of directors or other governing body of Seller authorizing the execution and delivery of this Agreement and the other Transaction Documents and the performance by Seller of the transactions contemplated hereby and thereby; and (iii) a certificate of good standing in respect of Seller from its applicable jurisdiction of organization;

(j) with respect to GWER, IRS Form 8023 (and any state forms) as required to effect the Section 338(h)(10) Election, completed and properly executed by Seller; and

(k) an officer's certificate of Seller required by Section 8.02(c) dated as of the Closing Date in substantially the form attached hereto as Exhibit H.

provided that where this Section 4.03 (or the definition of such document) refers to a Transaction Document other than this Agreement as being in substantially the form attached hereto, the form of such Transaction Document shall be subject to such changes as may be agreed to by the Parties, acting reasonably and in good faith, between the date hereof and the Closing Date.

Section 4.04. Purchaser Closing Deliveries.

At the Closing and subject to the terms and conditions herein contained, Purchaser shall deliver to Seller the following:

(a) the Purchase Price, by wire transfer of immediately available funds to an account designated in writing by Seller to Purchaser prior to the Closing Date;

(b) a counterpart of each Bill of Sale, duly executed by Purchaser;

(c) a counterpart of the Transition Services Agreement, duly executed by Purchaser;

(d) a counterpart of the Assignment and Assumption Agreement, duly executed by Purchaser;

(e) a counterpart of the Trackage Rights Agreement, duly executed by Purchaser;

(f) a counterpart of the Haulage Agreement, duly executed by Purchaser;

(g) a counterpart to the Equity Transfer Documents, duly executed by Purchaser;

(h) an officer's certificate of Purchaser required by Section 8.03(c), dated as of the Closing Date in substantially the form attached hereto as Exhibit I;

(i) a certificate, dated as of the Closing Date, from an officer of Purchaser certifying that attached thereto are (i) true, correct and complete copies of the organizational and governing documents of Purchaser; (ii) a true and correct copy of the resolutions of the board of directors (or board of managers, as applicable) of Purchaser authorizing the execution and delivery of this Agreement and the other Transaction Documents and the performance by Purchaser of the transactions contemplated hereby and thereby; and (iii) a good standing certificate in respect of Purchaser from its applicable jurisdiction of organization;

(j) with respect to GWER, IRS Form 8023 (and any state forms) as required to effect the Section 338(h)(10) Election, completed and properly executed by Purchaser; and

(k) an IRS Form W-9 or applicable IRS Form W-8.

Section 4.05. Withholding.

Provided that the certification contemplated by Section 4.03(b) is provided by Seller, neither Seller nor Purchaser expects for any withholding to be imposed under any applicable Tax Law in connection with the transactions contemplated by this Agreement. Notwithstanding the foregoing, Purchaser and its Affiliates shall be entitled to deduct and withhold from the consideration otherwise payable or deliverable pursuant to this Agreement to Seller such amounts as are required to be withheld and paid over to the applicable Governmental Authority under the Code or any applicable provision of Tax Law; *provided*, *however*, that (a) Purchaser shall use commercially reasonable efforts to notify Seller prior to making any such deduction or withholding and consider in good faith any claim by Seller that such withholding is not required or should be imposed at a reduced rate, and (b) Seller shall be given a reasonable opportunity to provide any Tax forms which might reduce or eliminate such withholding. Any amounts deducted and withheld pursuant to this Section 4.05 and timely paid over to the applicable Governmental Authority shall be treated for all purposes of this Agreement as having been paid to Seller in respect of which such deduction or withholding was made.

ARTICLE V.
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser that the statements set forth in this ARTICLE V are true and correct as of the date hereof, except as qualified by the correspondingly numbered disclosure schedules delivered by Seller to Purchaser (the "Disclosure Schedules") and arranged in sections corresponding to numbered and lettered sections contained in this ARTICLE V.

Section 5.01. Organization and Standing.

Seller (a) is duly organized, validly existing and in good standing under the Laws of the State of [Delaware], (b) is duly qualified to do business as a foreign entity and is in good standing in each jurisdiction in which the conduct of its business so requires, and (c) has the corporate power and authority to own the Purchased Assets owned by it.

Section 5.02. Authorization, Execution and Enforceability.

Seller has the requisite corporate power, capacity and authority to execute and deliver this Agreement and each other Transaction Document to which it is a party, and to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Seller of this Agreement and each other Transaction Document to which it is a party, the performance of its obligations hereunder and thereunder and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action on the part of Seller. This Agreement has been, and each other Transaction Document to which it is a party will be, duly executed and delivered by Seller. Assuming due authorization, execution and delivery by Purchaser, this Agreement constitutes, and each other Transaction Document to which it is a party will constitute when executed, the valid

and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar Laws relating to or affecting creditors' rights generally, and by general equitable principles (regardless of whether such enforceability is considered in a Proceeding in equity or at Law).

Section 5.03. No Conflict or Violation.

Except as set forth in Section 5.03 of the Disclosure Schedules, and subject to the STB Approvals, the execution, delivery and performance of this Agreement and each other Transaction Document to which it is a party and the consummation of the transactions contemplated hereby and thereby by Seller will not: (a) conflict with any of the provisions of Seller's organizational documents, (b) result in a violation or contravention of any Law or Governmental Order applicable to Seller, (c) result in a breach of, or constitute a default under, or otherwise give any Person the right to terminate or accelerate the performance required under, any Assigned Contract, or (d) result in the creation or imposition of any Encumbrance on or with respect to any of the Purchased Assets.

Section 5.04. No Governmental Consent or Filing.

No consent, approval or authorization of, or declaration or filing with, or notice to, any Governmental Authority is required to be obtained, made or given by Seller to transfer or assign any Purchased Asset to Purchaser, or otherwise in connection with the execution, delivery or performance of this Agreement or any other Transaction Document, or the consummation of the transactions contemplated hereby or thereby, except for the STB Approvals and FCC Approval.

Section 5.05. Assigned Contracts.

Other than expirations or non-renewals following the date of this Agreement in accordance with the terms of the applicable Assigned Contract, each Assigned Contract is in full force and effect, and is valid, binding and enforceable against Seller and, to the Knowledge of Seller, the other parties thereto in accordance with its terms, in each case, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar Laws relating to or affecting creditors' rights generally, and by general equitable principles (regardless of whether such enforceability is considered in a Proceeding in equity or at Law). As of the date hereof, neither Seller nor, to the Knowledge of Seller, any other party to an Assigned Contract is in breach or violation of, or default under, any Assigned Contract and, to the Knowledge of Seller, no event has occurred that with or without notice or lapse of time or both would constitute a breach or default (whether by lapse of time or notice or both) of any Assigned Contract. Seller has not received, since January 1, 2021, any written notice of any dispute or claim asserting any material breach or default under any Assigned Contract that has not been fully resolved or withdrawn by a Third Party without any further Liability or obligation of Seller. Seller is not currently renegotiating any of the Assigned Contracts or paying liquidated damages in lieu of performance thereunder. No Assigned Contract contains terms unduly burdensome to Seller with respect to the Purchased Assets or is harmful to the Subject Line.

Section 5.06. Purchased Assets.

Except as set forth in Section 5.06 of the Disclosure Schedules, Seller owns good, valid and marketable title to, or other legal rights to possess and use, the tangible personal property included in the Purchased Assets, free and clear of Encumbrances other than Permitted Encumbrances.

Section 5.07. Litigation.

Except as set forth in Section 5.07 of the Disclosure Schedules, there are no Proceedings pending or, to the Knowledge of Seller, threatened, seeking to restrain or prohibit Seller from entering into this Agreement or any transactions contemplated hereby or prohibit the Closing, or seeking damages against Seller or the Purchased Assets or Purchased Interests as a result of the consummation of this Agreement. No Proceeding is pending, and, to Sellers' Knowledge, no claim has been made or threatened, nor does there exist any fact or circumstance that could give rise to such a claim, in each case, since January 1, 2021, which has resulted in or reasonably could be expected to result in a liability or an indemnification obligation with respect to Seller or GWER.

Section 5.08. Real Property.

(a) [Section 5.08(a) of the Disclosure Schedules sets forth a list of all leases of real property to which Seller is a party included in the Purchased Assets (the real property subject to such leases being referred to herein as the "Leased Real Property"). Except as set forth in Section 5.08(a) of the Disclosure Schedules (i) Seller is not in default under any lease of Leased Real Property or has received notice of any asserted default, (ii) no event or condition exists which constitutes, or after notice or lapse of time or both would constitute, a default on the part of Seller under any lease of Leased Real Property, and (iii) as of the date of this Agreement, Seller has not received written notice from any other party to a lease of Leased Real Property that such other party intends to terminate, not renew, or renegotiate the terms of, any such lease.]

(b) There are no leases, subleases, concessions, licenses or other contracts granting to any Person other than Seller the right to use or occupy any Transferred Real Property [or Leased Real Property, in each case] that would constitute an Encumbrance (other than a Permitted Encumbrance). There are no outstanding options, rights of first offer, or rights of first refusal to purchase or lease any Transferred Real Property or any portion thereof or any interest therein.

(c) Seller has title to or other valid rights in and to the Transferred Real Property, subject only to Permitted Encumbrances[, and has a valid leasehold interest in each Leased Real Property, in each case] sufficient to enable Purchaser to operate the Purchased Assets after Closing in the same manner as currently operated by Seller and its Affiliates.

Section 5.09. Environmental Matters.[5]

Except as set forth in Section 5.09 of the Disclosure Schedules:

(a) Seller in its ownership, operation and use of the Purchased Assets, including operation of the Subject Line, ownership of the Transferred Real Property[, and use of the Leased Real Property,] (i) is, and has been since March 1, 2017, in compliance with all Environmental Laws and (ii) possesses and is in compliance with and has since March 1, 2017 possessed, been in compliance with and filed timely renewal applications for, all Permits that are required pursuant to Environmental Laws;

(b) (i) No Governmental Orders have been received by Seller from a Governmental Authority or other Person, and (ii) there are no Proceedings pending or, to the Knowledge of Seller, threatened against Seller, in the case of each of clauses (i) and (ii), that (A) relates to the Purchased Assets and (B) alleges a violation of any Environmental Law by Seller, seeks to impose Liabilities on Seller under an Environmental Law, or seeks the revocation, modification or termination of a Permit required pursuant to Environmental Laws held by Seller, that has not been settled, dismissed, paid or otherwise resolved or for which outstanding obligations exist under a settlement agreement;

(c) To the Knowledge of Seller, none of the Transferred Real Property [or the Leased Real Property] has been placed or proposed for placement on the National Priorities List or any similar state list of properties requiring Remedial Action under Environmental Law;

(d) Seller is not subject to any pending or threatened Proceeding in connection with the Purchased Assets alleging or concerning (i) any Liabilities arising from the Release or threatened Release of any Hazardous Substances, (ii) any Liabilities for personal injury or threatened personal injury, or damage or threatened damage to property or natural resources or (iii) any Liabilities or costs arising out of or under any Environmental Law;

(e) There has been no Releases of any Hazardous Substances on, at, under, to or from the Transferred Real Property [or the Leased Real Property,] that would reasonably be expected to require Remedial Action;

(f) The Remedial Action identified on Section 3.02(b) of the Disclosure Schedules[6] for certain Purchased Assets has been completed;

(g) To the Knowledge of Seller, there are no state or federal liens on the Transferred Real Property [or the Leased Real Property] arising under Environmental Laws for the payment of money by any Governmental Authority;

[5] **Note to Draft**: Subject to further review by environmental counsel.
[6] **Note to Draft**: Schedule will include description of certain known contamination/remediation issues on the Subject Line.

(h) [Neither] the Transferred Real Property [nor the Leased Real Property] is subject to a pending or recorded activity use limitation, institutional control or engineering control pursuant to any Environmental Laws;

(i) To the Knowledge of Seller, there is not constructed, placed, deposited, released, stored, disposed, leaching nor located on any of the Purchased Assets any polychlorinated biphenyls ("PCBs") or transformers, capacitors, ballasts or other equipment which contain dielectric fluid containing PCBs, or any other insulating material containing urea formaldehydes;

(j) To the Knowledge of Seller, there are no underground storage tanks, landfills, impoundments, waste piles, sumps, or gas or oil wells, or associated piping, located on the Transferred Real Property [or the Leased Real Property];

(k) Neither this Agreement nor the consummation of the transactions contemplated herein will result in any obligation for site investigation or cleanup, or notification to or consent of any Governmental Authority or Third Party, pursuant to any Environmental Laws, including any of the so-called "transaction triggered" or "responsible property transfer" Environmental Laws; and

(l) Seller has provided to Purchaser all material environmental reports, including compliance audits, Phase I environmental site assessments, and Phase II environmental site assessments, in Seller's possession regarding the Purchased Assets.

Section 5.10. Tax Matters.

(a) all Tax Returns required to be filed by or with respect to the Purchased Assets, the Purchased Interests, and the Purchased Entities have been timely filed and all such Tax Returns are correct and complete in all material respects. All material Taxes required to have been paid by the Purchased Entities or with respect to the Purchased Assets and Purchased Interests have been timely paid (whether or not shown as due on any Tax Return);

(b) There are no Encumbrances for Taxes upon the Purchased Assets or Purchased Interests;

(c) Seller and the Purchased Entities have withheld and paid or remitted all material Taxes required to be withheld and paid in connection with amounts paid or owing by it to any Person, and all Tax Returns required with respect thereto have been completed substantially in accordance with Law and timely filed;

(d) There is no pending dispute or claim concerning (i) any Taxes of Seller with respect to the Purchased Assets or the Purchased Interests, (ii) GWER, or (iii) to Seller's Knowledge, KCTR claimed or raised by any taxing authority in writing. Seller has not waived any statute of limitation or agreed to any extension of time with respect to any Tax assessment or deficiency pertaining to the Purchased Assets or Purchased Interests. GWER, and, to Seller's Knowledge, KCTR, have not waived any statute of limitation or agreed to any extension of time with respect to any Tax assessment or deficiency;

(e) All of the Purchased Assets have been properly listed and described on the applicable property Tax rolls prior to and including the Closing Date and no portion of the Purchased Assets constitutes omitted property for property Tax purposes;

(f) Each of the Purchased Entities is, and has been since its formation, properly treated as a corporation for U.S. federal income tax purposes;

(g) No Purchased Entity is or has been a member of any affiliated, consolidated, combined or unitary group for U.S. federal, state or non-U.S. income Tax purposes, other than any such group including Seller, and no Purchased Entity has any liability for Taxes of another Person under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or non-U.S. Law), under any agreement or arrangement, as a transferee or successor, or by contract or otherwise;

(h) None of the Purchased Entities is party to or bound by any Tax allocation or sharing agreement;

(i) None of the Purchased Entities has been a "distributing corporation" or "controlled corporation" in a transaction intended to qualify under Section 355 of the Code in the preceding three years;

(j) No Purchased Entity has participated in any "listed transaction" as defined in Treasury Regulations Section 1.6011-4(b)(2) (or any other transaction requiring disclosure under a similar provision of state, local or non-U.S. Law) and, with respect to each transaction in which any Purchased Entity has participated that is a "reportable transaction" within the meaning of Treasury Regulation Section 1.6011-4(b)(1), such participation has been properly disclosed on IRS Form 8886 (Reportable Transaction Disclosure Statement) and on any corresponding form required under state, local or non-U.S. Law;

(k) None of the Purchased Assets or the Purchased Interests are subject to any tax partnership agreement or are otherwise treated, or required to be treated, as held in an arrangement requiring a partnership income Tax Return to be filed under Subchapter K of Chapter 1 of Subtitle A of the Code; and

(l) There are no abatements of or exemptions from Taxes applicable to the Purchased Assets.

The representations and warranties contained in this Section 5.10 constitute the sole representations and warranties of Seller relating to Taxes.

Section 5.11. Compliance with Laws; Permits.

Seller has complied with and is in compliance with all Laws applicable to the Subject Line and the Purchased Assets. No violation of any Permit or Laws governing the issuance or continued validity thereof has occurred. Seller has all Permits necessary to own the Purchased Assets and operate the Subject Line lawfully and in the manner in which the Purchased Assets and the Subject Line are now operated, which Permits are listed in Section 5.11 of the Disclosure

Schedules. No Proceeding is pending or, to the Knowledge of Seller, threatened, to revoke or limit any Permit.

Section 5.12. Conduct of Business.

Since January 1, 2021 to the date of this Agreement, (a) no unrepaired physical Loss or damage has occurred to the Purchased Assets in an amount exceeding $1,000,000 individually, and (b) the Purchased Assets have not suffered any event, change, development, circumstance or effect that, individually or together with any other event, change, development, circumstance or effect, has resulted in or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect (for the avoidance of doubt, excluding impacts of the COVID-19 pandemic).

Section 5.13. Condition of Subject Line and Bridges.

True and complete copies of all periodic Subject Line and bridge inspections and exemption reports in the possession or under the control of Seller or any of its Affiliates describing the condition of all of the Subject Line and bridges owned, leased or operated by Seller have been provided to Purchaser. All of such Subject Line and bridges are in good operating condition and repair and are capable of being utilized by Purchaser after Closing in the same manner in which it has been used by Seller, except as otherwise indicated on Section 5.13 of the Disclosure Schedules (specified by mile posts). Section 5.13 of the Disclosure Schedules sets forth the current track class of all Subject Line owned, lease or operated by Seller, and all slow orders affecting the designated track class. All of the Subject Line and bridges owned, leased or operated by Seller and currently in service are maintained and operated in compliance with all Laws in all material respects.

Section 5.14. Brokerage.

Except as set forth in Section 5.14 of the Disclosure Schedules, no Person is entitled to any brokerage commission, finders' fee or similar compensation in connection with this Agreement and the transactions contemplated hereby based on any arrangement or agreement made by or on behalf of Seller.

Section 5.15. Insurance.

Section 5.15 of the Disclosure Schedules sets forth a true and complete list and brief description (including nature of coverage, limits, deductibles, premiums and the loss experience for the most recent two years with respect to each type of coverage) of all policies of insurance maintained, owned or held by Seller on the date hereof with respect to the Purchased Asset. All insurance policies have been in effect since they were issued and remain in full force and effect in accordance with their terms. All premiums payable under such insurance policies have been timely paid and Seller has complied with each of such insurance policies and has not failed to give any notice or present any claim thereunder in a due and timely manner. With respect to each insurance policy, (a) the coverage limits under such policy have not been exhausted or impaired, (b) to the Knowledge of Seller, Seller has given timely notice to the applicable carrier of all matters occurring prior to the date hereof which may give rise to a claim under such policy and (c) to the Knowledge of Seller, the applicable carrier is not bankruptcy or insolvent or seeking

reorganization, winding-up, liquidation, dissolution or other similar relief with respect to it or its debts.

Section 5.16. Sufficiency of Assets.

(a) The Purchased Assets include all of the assets and rights necessary to conduct the business of Seller with respect to the Subject Line in the same manner as currently conducted by Seller and to enable Purchaser to operate the business of Seller with respect to the Subject Line after the Closing in the same manner as operated by Seller as of the Closing Date.

(b) Except as disclosed on Section 5.16(b) of the Disclosure Schedules, there are no material assets, rights, licenses, Permits or businesses of any kind or description, real, personal or mixed, tangible or intangible, owned, held or currently used for the conduct of the business of Seller with respect to the Purchased Assets that are not owned by Seller or currently used by it pursuant to valid and existing leases or licenses.

ARTICLE VI.
REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents and warrants to Seller that the statements set forth in this ARTICLE VI are true and correct as of the date hereof.

Section 6.01. Organization and Standing.

(a) Purchaser is duly organized, validly existing and in good standing under the Laws of the State of Illinois, (b) Purchaser is duly qualified and in good standing as a foreign entity and is in good standing in each jurisdiction in which the conduct of its business so requires, except where the failure to be so qualified and in good standing would not reasonably be expected to have a material adverse effect on the ability of Purchaser to consummate the transactions contemplated by this Agreement and (c) Purchaser has all requisite corporate power and authority to own, lease, and operate its properties and to carry on its businesses as now being conducted.

Section 6.02. Authorization, Execution and Enforceability.

Purchaser has the requisite corporate power, capacity and authority to execute and deliver this Agreement and each other Transaction Document to which it is a party, and to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Purchaser of this Agreement and each other Transaction Document to which it is a party, the performance of its obligations hereunder and thereunder and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action on the part of Purchaser. This Agreement has been, and each other Transaction Document to which it is a party will be, duly executed and delivered by Purchaser. Assuming due authorization, execution and delivery by Seller, this Agreement constitutes, and each other Transaction Document to which it is a party will constitute when executed, the valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar Laws relating to or affecting

creditors' rights generally and by general equitable principles (regardless of whether such enforceability is considered in a Proceeding in equity or at Law).

Section 6.03. No Conflict or Violation.

Subject to the STB Approvals and the FCC Approval, the execution, delivery and performance of this Agreement and each other Transaction Document to which it is a party and the consummation of the transactions contemplated hereby and thereby by Purchaser will not: (a) conflict with any of the provisions of its organizational documents, (b) result in a violation or contravention of any statute, Law or Governmental Order applicable to it, (c) result in a breach of or constitute a default under, or otherwise give any Person the right to terminate or accelerate the performance required under, any contract or agreement to which Purchaser is a party, or (d) result in the creation or imposition of any Encumbrance on or with respect to any property or asset of Purchaser.

Section 6.04. No Governmental Consent or Filing.

No consent, approval or authorization of, or declaration or filing with, or notice to, any Governmental Authority is required to be obtained, made or given by Purchaser in connection with the execution, delivery or performance of this Agreement or any other Transaction Document to which it is a party, or the consummation of the transactions contemplated hereby or thereby, except for (a) the STB Approvals, (b) the FCC Approval and (c) those that, if not obtained, made or given, would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the ability of Purchaser to consummate the transactions contemplated hereby.

Section 6.05. Litigation.

As of the date hereof there are no Proceedings pending or, to the Knowledge of Purchaser, threatened in writing against Purchaser, in each case that would reasonably be expected to have, individually or in the aggregate, a material adverse impact on the ability of Purchaser to consummate the transactions contemplated hereby.

Section 6.06. No Brokers.

No Person is entitled to any brokerage commission, finders' fee or similar compensation in connection with this Agreement and the transactions contemplated hereby based on any arrangement made by or on behalf of Purchaser.

ARTICLE VII.
COVENANTS

Section 7.01. Effort

(a) From and after the date hereof, Purchaser and Seller shall use their respective commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable under any applicable Law to consummate and make effective in the most expeditious manner possible the transactions

contemplated by this Agreement, including (i) the preparation and filing of all applications, forms, registrations and notices required to be filed to consummate the transactions contemplated by this Agreement, (ii) taking all actions necessary to obtain (and cooperating with each other in obtaining) any consent or approval of any Third Party, including any Governmental Authority, required to be obtained or made by Purchaser or Seller in connection with the transactions contemplated by this Agreement and (iii) the execution and delivery of any additional instruments necessary to consummate the transactions contemplated by this Agreement and to fully carry out the purposes of this Agreement.

(b) Notwithstanding anything to the contrary herein, Seller shall not be obligated to pay any costs, fees or expenses or incur any Liability in connection with any applications, petitions for exemption, forms, registrations, documentation or notices required to be filed by Purchaser to obtain any required consent or approval of any Governmental Authority or other Person in connection with the transactions contemplated by this Agreement, such costs, fees, expenses or Liabilities to be borne entirely by Purchaser.

Section 7.02. Conduct of Business.

(a) Except as set forth in Section 7.02(a) of the Disclosure Schedules, as required by applicable Law, as otherwise required or contemplated by the terms of this Agreement, or as Purchaser may otherwise consent to (such consent not to be unreasonably withheld, conditioned or delayed), from the date of this Agreement to the Closing, Seller shall:

(i) maintain and operate the Purchased Assets in the ordinary course and preserve intact the Purchased Assets and Seller's business relationships with material customers and others having material business relationships with Seller relating to the Purchased Assets;

(ii) pay or cause to be paid all material costs and expenses (including insurance premiums) incurred in connection therewith in a timely manner, except those contested in good faith by Seller;

(iii) use commercially reasonable efforts to keep all Assigned Contracts in full force and effect (and, where such Assigned Contracts are due to expire prior to Closing, to secure a renewal or extension of such Assigned Contracts on terms substantially similar to their existing terms);

(iv) comply with all of the material covenants contained in all Assigned Contracts;

(v) maintain in force until the Closing Date insurance policies equivalent to those in effect on the date hereof;

(vi) comply in all material respects, with all applicable Laws;

(vii) during normal business hours, in accordance with reasonable procedures established by Seller and in a manner that does not unreasonably interfere with the normal operation of Seller's business, including any procedures established by Seller

in response to the COVID-19 pandemic, accommodate reasonable access by Purchaser to (A) the Transferred Real Property [and the Leased Real Property] included in the Purchased Assets to allow Purchaser to prepare and stage for operations effective as of the Closing Date and (B) copies of the books and records relating to the ownership and operation of the Purchased Assets;

(viii) cause each of KCTR and GWER to not (A) make any material amendment to any Tax Return, (B) make, change or rescind any material Tax election, (C) make any settlement of or compromise any material Tax liability, (D) change or rescind any material Tax method of accounting, (E) make or surrender any right to claim a material refund of Taxes; or (F) consent to any extension or waiver of the limitation period applicable to any Tax assessment; and

(ix) not take any of the following actions: (A) sell, pledge, dispose of, lease, license or encumber any of the Purchased Assets other than in the ordinary course of business; (B) terminate or materially amend any Assigned Contract; (C) grant trackage rights, haulage rights or any right to use all or a part of the Subject Line to any Person; (D) abandon any part of the rail lines included in the Purchased Assets; (E) authorize any of, or commit or agree to take, whether in writing or otherwise, or do any of, the foregoing actions; (F) enter into, modify, amend or terminate any Assigned Contract.

(b) Anything to the contrary in this Agreement notwithstanding, the Parties acknowledge and agree that nothing in this Section 7.02 shall be deemed to limit the sale, lease, license, disposition or transfer of any Excluded Assets by Seller prior to, at or after the Closing.

(c) Anything to the contrary in this Agreement notwithstanding, nothing in this Section 7.02 shall prohibit or otherwise restrict in any way the operation of any business of Seller or its Affiliates, except solely with respect to the operation of the Subject Line and the Purchased Assets by Seller and its Affiliates.

(d) In the event of any damage to or destruction of any of the tangible Purchased Assets following the date hereof but prior to Closing (normal wear and tear excepted), to the extent that such damage or destruction results in costs to repair or replace such tangible Purchased Assets in excess of $1,000,000 in the aggregate, Seller shall, at its sole discretion, either (i) repair or replace such tangible Purchased Assets prior to or after Closing, at its own expense, or (ii) assign to Purchaser the value of any insurance proceeds received with respect to such damage or destruction.

Section 7.03. Expenses; No Offset.

Except as otherwise specifically provided in this Agreement, the Parties to this Agreement each shall bear their respective expenses incurred in connection with the preparation, execution and performance of this Agreement and consummation of the transactions contemplated hereby, including all fees and expenses of their respective Representatives. Neither Party may make any offset against amounts due to the other Party or its Affiliates pursuant to this Agreement, the other Transaction Documents or otherwise.

Section 7.04. Tax Matters[7].

(a) All amounts payable by Purchaser to Seller pursuant to this Agreement do not include any goods and services, harmonized sales, value-added, sales, use, consumption, multi staged, ad valorem, personal property, customs, excise, stamp, documentary, transfer or similar Taxes, duties or charges arising out of or in connection with the transactions effected pursuant to this Agreement (collectively, "Transfer Taxes"). All Transfer Taxes, and the collection and remittance thereof to appropriate Governmental Authorities, are the responsibility and for the account of Seller. Seller and Purchaser agree to use commercially reasonable efforts to mitigate, reduce or eliminate any Transfer Taxes, and to obtain any certificate or other document from any Governmental Authority or any other Person, and to jointly make any election as may be available to mitigate, reduce or eliminate any such Transfer Taxes that could be imposed on Seller as a result of the consummation of the transactions contemplated by this Agreement. Seller and Purchaser shall cooperate with one another in the preparation of any necessary Tax Returns and other related documentation with respect to such Transfer Taxes (including any exemption certificates and forms as each may request to establish an exemption from (or otherwise reduce) or make a report with respect to such Transfer Taxes).

(b) At Closing, Purchaser, on the one hand, and Seller, on the other hand, shall each pay its share of Asset Taxes through an adjustment to the Purchase Price, prorated as of the Closing Date based on the number of days in the tax period that ends on and includes the Closing Date and the number of days in the tax period that begins after the Closing Date, of any Asset Taxes that are due and payable with respect to the calendar year in which Closing occurs. At least three Business Days prior to Closing, Seller shall provide Purchaser its calculation of such proration, including supporting documentation. If the relevant property Tax notices have not been received prior to Closing, the Taxes shall be prorated based upon the most recent property Tax notices, which proration shall be final and not subject to further adjustment based on receipt of actual property Tax notices or any audit. To the extent the actual amount of an such Asset Tax (or the amount thereof paid or economically borne by a Party) is ultimately determined to be different than the amount (if any) that was taken into account as an adjustment to the Purchase Price under Section 4.02(b), timely payments will be made from one Party to the other to the extent necessary to cause each Party to bear the amount of such Tax that is allocable to such Party under this Section 7.04(b).

(c) Purchaser and Seller shall, and shall cause their respective Affiliates to, cooperate fully, as and to the extent reasonably requested by the other Party, in connection with the filing of Tax Returns and any Section 338(h)(10) Election, opening and closing of Tax accounts, and any audit, litigation or other Proceeding with respect to Taxes owed or claimed to be owed with respect to the Purchased Assets, the Purchased Interests, the Purchased Entities and the Assumed Liabilities.

(d) The Purchase Price related to the Purchased Assets (and the agreed fair market value of the Assumed Liabilities, if any, required to be treated as consideration under Section 1060 of the Code) shall be allocated among the Purchased Assets for Tax purposes (and also for all non-Income Tax purposes to the extent acceptable) in accordance with Section 1060 of

[7] **Note to Draft**: Subject to further review by tax counsel.

the Code and the Treasury Regulations thereunder and as set forth on Exhibit J, which schedule also sets forth the identifying information to be included in Part I of IRS Form 8594 (the "Allocation Schedule"). Such Allocation Schedule shall specifically set forth the allocation in accordance with Section 1060 of the Code the amount allocated to the Purchased Assets that are within the Subject Line. A draft of the Allocation Schedule shall be prepared by Purchaser and delivered to Seller not less than three Business Days prior to the Closing Date. Seller shall review and provide comments, and Purchaser shall duly consider all reasonable comments of Seller, and Seller and Purchaser will mutually determine the amounts set forth in the Allocation Schedule as of Closing. If Seller and Purchaser are unable to agree on the specific amounts to be allocated among the Purchased Assets in accordance with the Allocation Schedule then they shall continue to work together in good faith after Closing to reach agreement on such allocation. Upon reaching final agreement, either before or after Closing, the Parties shall reflect the agreed allocation in writing in an updated version of the Allocation Schedule.

(i) Purchaser and Seller shall file their income (and non-income, to the extent permitted under applicable Law) Tax Returns (including IRS Form 8594 and any corresponding state or local Tax form) in all respects and for all purposes consistent with the Allocation Schedule, and no Party shall thereafter take a position on any such Tax Return that is inconsistent with the Allocation Schedule unless expressly required to do so by Law. Purchaser and Seller shall also apply the values in the Allocation Schedule as of Closing for purposes of determining the amount of any Transfer Tax and the value of recording any Transferred Real Property conveyed pursuant to this Agreement. If Seller and Purchaser are unable to agree on the specific amounts to be allocated among the Purchased Assets in accordance with the Allocation Schedule then they shall be required to continue to work together in good faith to agree after Closing on a preliminary allocation among the Purchased Assets that shall be used for purposes of determining the amount of any Transfer Taxes or property transfer Taxes, and such preliminary allocation shall be used for all such related Tax Returns.

(ii) If any such allocation is disputed by any taxation or other Governmental Authority, the Party receiving notice of such dispute shall promptly notify the other Party and the Parties shall use commercially reasonable efforts to sustain those allocations. The parties shall share information and cooperate to the extent reasonably necessary to permit the transactions contemplated by this Agreement to be properly, timely and consistently reported.

(e) Any adjustments to the Purchase Price shall be reflected as an adjustment to the price allocated to the specific asset, if any, giving rise to the adjustment, and if any such adjustment does not relate to a specific asset, such adjustment shall be allocated among the Purchased Assets in a manner consistent with the Allocation Schedule. Such adjustments, if any, shall be determined in good faith by mutual agreement of Seller and Purchaser.

(f) Purchaser and Seller shall make a joint election under Section 338(h)(10) of the Code (and any corresponding elections under state and local Tax Law) with respect to the purchase and sale of GWER (the "Section 338(h)(10) Election") in accordance with applicable Law. Seller and Purchaser shall each deliver completed and executed copies of IRS Form 8023, required schedules thereto, and any similar state forms at the Closing in accordance with Section

4.03(j) and Section 4.04(j), or following the Closing as may be otherwise agreed by the Parties. If any changes are required in these forms as a result of information which is first available after these forms are prepared, the Parties will promptly make such changes. Seller shall include any income, gain, loss, deduction or other Tax item resulting from such Section 338(h)(10) Elections on its Tax Returns to the extent required by applicable Law.

(g) Section 338(h)(10) Allocation.

(i) Within 90 days following the Closing Date, Purchaser shall provide Seller with a proposed allocation statement allocating the "aggregate deemed sales price" (as such term is defined in U.S. Treasury Regulation Section 1.338-4) with respect to GWER in accordance with the U.S. Treasury Regulations promulgated under Section 338(h)(10) of the Code and consistent with the Allocation Schedule (the "Purchaser Draft 338(h)(10) Allocation").

(ii) If Seller disagrees with the Purchaser Draft 338(h)(10) Allocation, then Seller may, within 30 days after delivery of the Purchaser Draft 338(h)(10) Allocation, deliver a notice (the "Seller 338(h)(10) Allocation Notice") to Purchaser specifying the items with which Seller disagrees and setting forth Seller's proposed allocation. If the Seller 338(h)(10) Allocation Notice is duly delivered, Seller and Purchaser shall, during the 30 days following such delivery, use commercially reasonable efforts to reach agreement on the disputed items or amounts.

(iii) If Seller and Purchaser are unable to reach such agreement, then Seller and Purchaser shall submit all matters that remain in dispute with respect to the Seller 338(h)(10) Allocation Notice (along with a copy of the Purchaser Draft 338(h)(10) Allocation marked to indicate those line items not in dispute) to an independent, nationally recognized accounting firm mutually agreed to by Seller and Purchaser (the "Reviewing Accountant"). Seller and Purchaser shall instruct the Reviewing Accountant to make a determination no later than 30 days following the submission of such dispute, based solely on the written submissions of Purchaser, on the one hand, and Seller, on the other hand. The Reviewing Accountant shall adjust the Purchaser Draft 338(h)(10) Allocation based on these determinations. All fees and expenses relating to the work, if any, to be performed by the Reviewing Accountant shall be borne equally by the Parties.

(iv) The Purchaser Draft 338(h)(10) Allocation, (A) as prepared by Purchaser if Seller has not delivered a Seller 338(h)(10) Allocation Notice in accordance with Section 7.04(g)(ii), (B) or as adjusted pursuant to any agreement between Seller and Purchaser, or as adjusted by the Reviewing Accountant (in each case, the "Final 338(h)(10) Allocation"), shall, absent Fraud or a final determination within the meaning of Section 1313(a) of the Code (or any similar provision of applicable state, local or non-U.S. Law) to the contrary by a Tax authority, be conclusive and binding on Seller and Purchaser for all Tax purposes.

(v) Seller and Purchaser shall file and cause to be filed all Tax Returns and execute such other documents as may be required by any Tax authority, in a manner consistent with the Final 338(h)(10) Allocation, and shall not take any position inconsistent

with the Final 338(h)(10) Allocation in the examination of any Tax Return, in any refund claim or in any action with respect to Taxes, in each case, unless otherwise required pursuant to a final determination within the meaning of Section 1313(a) of the Code (or any similar provision of applicable state, local or non-U.S. Law).

(vi) Seller shall pay any and all Taxes that would not have been imposed but for the Section 338(h)(10) Election or any elections under state, local or other Tax law that are required to be made or deemed to have been made as a result of any Section 338(h)(10) Election ("Section 338 Taxes").

Section 7.05. Further Actions.

(a) After the Closing, at the request of a Party, the other Party shall cooperate and use commercially reasonable efforts to carry out the intent of this Agreement, and each Party will execute and deliver such other documents and instruments of conveyance, assignment, transfer, assumption and delivery and take such other actions as the other Party reasonably may request in order to consummate, complete and carry out the transactions contemplated hereby, at the expense of the requesting Party.

(b) At Purchaser's sole cost and expense and within 30 days of the Closing Date, at each railroad-highway at-grade crossing on and along the Subject Line, Purchaser shall either (i) replace Seller's Emergency Notification Systems (ENS) signs posted at such crossings with Purchaser's ENS signs, which shall identify Purchaser as the emergency contact and provide an emergency telephone number to contact Purchaser at all times (24/7) pursuant to 49 C.F.R. 234, Subpart E, or (ii) use a sticker, decal or other device to cover Seller's name and emergency telephone number on the emergency sign and replace such information with Purchaser's name and an emergency telephone number to contact Purchaser at all times (24/7). Within 35 days of the Closing Date, Purchaser shall provide Seller notice, pursuant to Section 11.01 of this Agreement, that it has complied with this Section 7.05(b).

(c) Seller shall cooperate with Purchaser in connection with any requirement the Federal Railroad Administration ("FRA") may impose related to Positive Train Control ("PTC") and Purchaser adding any PTC-equipped subdivision on the Subject Line to Purchaser's PTC Implementation Plan or other changes related to PTC. Such cooperation shall include responding to communications from the FRA, submitting historical information in Seller's possession to the FRA directly or through Purchaser, providing physical access to the Subject Line, testing of PTC on the Subject Line, and any other actions necessary to comply with FRA requirements and requests.

(d) Seller shall provide to Purchaser copies of the Assigned Contracts prior to or as soon as practicable after the Closing.

Section 7.06. Insurance.

From and after the Closing Date, the Purchased Assets, the Assumed Liabilities, and the operations and assets and Liabilities in respect thereof, shall cease to be insured by Seller's or its Affiliates' insurance policies or by any of their self-insured programs, and none of Purchaser or its Affiliates shall have any access, right, title or interest to or in any Seller insurance policies

(including to all claims and rights to make claims and all rights to proceeds) to cover the Purchased Assets, the Assumed Liabilities, the operation of the Subject Line or Liabilities in respect thereof. Seller or its Affiliates may amend any insurance policies in the manner it deems appropriate to give effect to this Section 7.06. Except as may be otherwise required in the Transaction Documents, from and after the Closing, Purchaser shall be responsible for securing all insurance it considers appropriate for the Subject Line, the Purchased Assets, the Assumed Liabilities, and the operations and Liabilities in respect thereof.

Section 7.07. Real Property Matters.

Conveyance of the Transferred Real Property shall be made by the Deed, which shall convey all of Seller's right, title and interest in the Transferred Real Property free and clear of any Encumbrances other than Permitted Encumbrances. In the event Purchaser is unable to record the Deed related to the Transferred Real Property due to state or local recording requirements (including as to subdivision, survey, legal description, perfection or opposability of Seller's rights in the Transferred Real Property) Purchaser shall be responsible for satisfying such state or local requirements at its sole cost and expense; *provided* that Seller shall provide any assistance reasonably requested by Purchaser at the expense and cost of Purchaser, including executing further documents or providing further information that may be necessary to record the Deed, including real estate transfer tax valuation forms required under applicable Law. Purchaser acknowledges and agrees that the conveyance of the Transferred Real Property shall be made subject to the Permitted Encumbrances which shall survive Closing:

Section 7.08. [Nondisclosure].

(a) The terms of the [Nondisclosure Agreement] are incorporated into this Agreement by reference and shall continue in full force and effect and the confidentiality obligations thereunder shall be binding upon Purchaser and its Representatives until the Closing, at which time the confidentiality obligations under the Nondisclosure Agreement shall terminate subject to the continuing obligations set forth herein. Notwithstanding the terms of the Nondisclosure Agreement, Purchaser may prior to the Closing disclose Confidential Information to existing or prospective lenders or equity investors of Purchaser who have a reasonable need to know such Confidential Information, are informed of the confidential nature of the information and are subject to confidentiality obligations to Purchaser. Purchaser acknowledges and agrees that Purchaser shall be responsible for any breach of the terms of this Agreement or the Nondisclosure Agreement by such existing or prospective lenders or equity investors of Purchaser.

(b) Subject to Section 7.08(c), for a three-year period following the Closing, unless otherwise agreed to in writing by the other Party, each of Seller, on the one hand, and Purchaser, on the other hand, hereby agrees not to (and to cause its Representatives not to) (i) disclose any Confidential Information to any Person other than (A) its Representatives who need to know the Confidential Information for the purpose of the consummation of the transactions contemplated by this Agreement and the other Transaction Documents, (B) public authorities for the purpose of recording the Deed, (C) the STB in connection with obtaining the STB Approvals, or (D) existing or prospective lenders or equity investors of such Party who (1) have a reasonable need to know the Confidential Information, (2) are informed of the confidential nature of the information and (3) are subject to confidentiality obligations to such Party, and (ii) use any

Confidential Information for any purpose other than as contemplated by this Agreement or any of the other Transaction Documents. Each Party shall be responsible for any breach of the terms of this Agreement by its Representatives or existing or prospective lenders or equity investors who receive Confidential Information.

(c) If a Party or its Representative (the "Disclosing Party") determines, based upon the advice of its legal counsel, that it is required by applicable Law, by applicable stock exchange regulation, by legal process, or for the purposes of enforcement of its rights under this Agreement, to disclose all or any portion of the Confidential Information, the Disclosing Party may so disclose such Confidential Information; *provided* that the Disclosing Party shall, to the extent permitted by Law, (i) provide the other Party with a written notice of such requirement so that the other Party may seek a protective order or other appropriate remedy to the extent applicable; (ii) exercise commercially reasonable efforts to narrow the scope of any such disclosure and consult with the other Party regarding the scope of such disclosure; and (iii) if such protective order or other remedy is not obtained, furnish only that portion of the Confidential Information which the Disclosing Party is compelled to disclose and exercise commercially reasonable efforts to obtain assurance that confidential treatment will be accorded to such Confidential Information to the extent applicable.

(d) If the transactions contemplated by this Agreement are not consummated, Purchaser shall (and shall ensure that its Representatives will) promptly, upon Seller's written request, and in any event within 20 Business Days of such request return or destroy all copies of Confidential Information in its possession or in the possession of any of its Representatives and return or destroy all information or other documents derived from such Confidential Information. Notwithstanding the foregoing, Purchaser (and its Representatives) shall be permitted, subject to their continued compliance with the obligations specified in this Section 7.08, to retain copies of any computer records and files containing such Confidential Information which have been created pursuant to its automatic electronic archiving and back up procedures and retain any Confidential Information to the extent required by Law. If so requested by Seller, Purchaser shall confirm in writing that its undertakings relating to the return or destruction of any such Confidential Information have been complied with.

(e) For purposes of this Agreement, "Confidential Information" means: (i) in relation to the obligations of Purchaser, any and all information related to Seller and/or its Affiliates and, prior to the Closing, the Purchased Assets[, the Leased Real Property] or the Assumed Liabilities received or held by Purchaser or its Representatives, but shall not include any and all information related to the Purchased Assets[, the Leased Real Property] or the Assumed Liabilities following the Closing, whether oral or written; (ii) in relation to the obligations of Seller, any and all information related to Purchaser, and/or its Affiliates and, following the Closing, the Purchased Assets[, the Leased Real Property] or the Assumed Liabilities, received or held by Seller or its Representatives, whether oral or written; and (iii) any of the terms, conditions or content of the discussions between the Parties with respect to, and the existence and the terms of, this Agreement and the other Transaction Documents; *provided*, *however*, that Confidential Information shall not include any information that: (A) is or becomes generally available to the public other than as a result of a disclosure by that Party or any of its Representatives in violation of this Section 7.08; (B) was lawfully in the possession of that Party or any of its Representatives prior to such information being received from the other Party or its Representatives free of any

restriction as to its use and disclosure (as can be demonstrated by that Party's or its Representative's written records); (C) becomes available to that Party or any of its Representatives thereafter; *provided* that, at the time of its receipt, such information is not, to the Knowledge of that Party, subject to any confidentiality or restricted-use obligation for the benefit of the other Party; and/or (D) is independently developed by that Party or any of its Representatives without reference to the other Party's Confidential Information (as can be demonstrated by that Party's or its Representative's written records).

Section 7.09. Removal of Seller Marks.[8]

No interest in or right to use any Intellectual Property, trademarks, trade names and trade dress of Seller or any of its Affiliates (the "Seller Marks") is being, or will be, assigned, transferred or otherwise conveyed to Purchaser pursuant to this Agreement or the transactions contemplated hereby. As promptly as practicable following the Closing Date, but in no event later than 30 days after the Closing Date, Purchaser shall remove, permanently obliterate, cover or otherwise stop displaying all Seller Marks in or on any signage, tools, dies, equipment, real estate or other durable items included in the Purchased Assets.

Section 7.10. Surface Transportation Board.

Purchaser shall prepare such documents or filings (in addition to the Application filed by Canadian National Railway Company and Purchaser in Finance Docket No. 36500 (Sub-No. [●])), if any, as may be required to secure STB Approval, or exemption from approval, of the transactions contemplated by this Agreement. In preparing such filings, the Parties shall cooperate fully with each other and shall furnish to the others such necessary information and reasonable assistance as the other may reasonably request in connection with the preparation of any such required STB filings.

Section 7.11. FCC Radio Licenses.

Purchaser and Seller shall cooperate to obtain the consent of the FCC pursuant to 47 U.S.C. § 310(d) and 47 C.F.R. § 1.948 for the assignment of FCC Licenses. Promptly following execution of this Agreement, but not later than five Business Days following execution of this Agreement, Seller shall initiate the electronic filing of a FCC Form 603, "FCC Application for Assignments of Authorization or Transfers of Control," through the FCC's Universal Licensing System, for each FCC License and shall be responsible for the filing fees associated with such applications. Purchaser shall electronically approve and sign the FCC Form 603 applications through the Universal Licensing System and shall, within 30 days after the Closing Date, notify the FCC of the consummation of the transfer of control of each FCC License through the filing of FCC Form 603, Schedule D.

Section 7.12. Notice Regarding Changes.

Prior to the Closing Date, Seller shall promptly inform Purchaser in writing of (a) the receipt of a written or oral notice from any counterparty that they intend to terminate, not renew, or renegotiate the terms of an Assigned Contract, (b) any event, change or circumstance

[8] **Note to Draft**: Discuss whether any IP licenses (e.g., related to PTC) are necessary.

that could reasonably result in a Material Adverse Effect, and (c) any change in facts and circumstances that could render any of the representations and warranties made herein by Seller inaccurate or misleading if such representations and warranties had been made upon the occurrence of the fact or circumstance in question. Purchaser shall promptly inform Seller in writing of any change in facts and circumstances that could render any of the representations and warranties made herein by Purchaser inaccurate or misleading if such representations and warranties had been made upon the occurrence of the fact or circumstance in question.

Section 7.13. Employment.

Purchaser shall have the right but not the obligation and shall not otherwise have the responsibility or obligation to absorb, hire, or otherwise employ any employees of Seller that may or will be dismissed or displaced as a result of implementing the transaction contemplated by this Agreement, except as may be required by the STB. In the event Purchaser hires any employees for the continued operation of the Subject Line, Purchaser agrees to offer priority hiring consideration to Seller employees (both craft and non-craft) working on the Subject Line whose employment is impacted by Purchaser acquiring the Subject Line on the Closing Date.

ARTICLE VIII.
CONDITIONS PRECEDENT TO OBLIGATIONS OF THE PARTIES

Section 8.01. Conditions to Each Party's Obligations to Close.

The respective obligations of Seller and Purchaser to effect the Closing and to consummate the transactions contemplated by this Agreement are subject to the satisfaction or waiver at or prior to the Closing of the following conditions:

(a) No Governmental Order or Proceedings. There shall not be in force any Governmental Order to and there shall be no Proceeding pending, or to Seller's Knowledge threatened by any Governmental Authority (other than the STB, which shall be governed by Section 8.01(b)) that seeks to, enjoin or prohibit the transactions contemplated by this Agreement or any other Transaction Documents;

(b) STB Approvals. The STB Approvals shall have been obtained and become final and effective and otherwise be in full force and effect.

(c) FCC Approvals. The FCC Approvals shall have been obtained and become final and effective and otherwise be in full force and effect.

(d) No Law. No Governmental Authority shall have enacted, issued or promulgated any Law which has the effect of (i) making any of the transactions contemplated by this Agreement illegal, or (ii) otherwise prohibiting, preventing or restraining the consummation of any of the transactions contemplated by this Agreement (including any STB order approving an inconsistent application with respect to any of the transactions contemplated by this Agreement or the application in Finance Docket No. 36500 for CP to acquire control of KCS and Seller, or otherwise directing Seller to divest all or a portion of the Purchased Assets to a Person other than Purchaser).

Section 8.02. Conditions to Obligations of Purchaser to Close.

The obligation of Purchaser to effect the Closing is subject to the satisfaction (or waiver by Purchaser) at or prior to the Closing of the following additional conditions:

(a) Representations and Warranties. The Fundamental Representations of Seller shall be true and correct in all respects as of the Closing Date and the representations and warranties of Seller contained in ARTICLE V (other than the Fundamental Representations of Seller) shall be true and correct in all material respects as of the Closing Date (without regarding to any express qualifier therein as to materiality);

(b) Performance of Obligations of Seller. The covenants and agreements of Seller to be performed on or before the Closing Date in accordance with this Agreement shall have been performed in all material respects;

(c) Officer's Certificate. Purchaser shall have received a certificate, dated as of the Closing Date and signed on behalf of Seller by an executive officer of Seller, stating that the conditions specified in Section 8.02(a) and Section 8.02(b) have been satisfied;

(d) Seller Closing Deliveries. Seller shall have delivered those instruments and performed those actions set forth in Section 4.03;

(e) Purchaser shall have received prior written approval from its board of directors validly authorizing and approving the transactions contemplated by this Agreement; and

(f) no Proceeding shall have been initiated against Seller by any Person (other than Purchaser or any of its Affiliates), arising by reason of the acquisition of the Purchased Assets pursuant to this Agreement, which could reasonably be expected to restrain, prohibit or invalidate the consummation of the transactions contemplated by this Agreement and that remains in effect at the time of the Closing.

Section 8.03. Conditions to Obligations of Seller to Close.

The obligation of Seller to effect the Closing is subject to the satisfaction (or waiver by Seller) at or prior to the Closing of the following additional conditions:

(a) Representations and Warranties. The Fundamental Representations of Purchaser shall be true and correct in all respects as of the Closing Date and the representations and warranties of Purchaser contained in ARTICLE VI (other than the Fundamental Representations of Purchaser) shall be true and correct in all material respects as of the Closing Date (without regarding to any express qualifier therein as to materiality);

(b) Performance of Obligations of Purchaser. The covenants and agreements of Purchaser to be performed on or before the Closing Date in accordance with this Agreement shall have been performed in all material respects;

(c) Purchaser Officer's Certificate. Seller shall have received a certificate, dated as of the Closing Date and signed on behalf of Purchaser by an executive officer of

Purchaser, stating that the conditions specified in Section 8.03(a) and Section 8.03(b) have been satisfied; and

(d) Purchaser Closing Deliveries. Purchaser shall have delivered those instruments and performed those actions set forth in Section 4.04.

Section 8.04. Frustration of Closing Conditions.

Neither Purchaser nor Seller may rely on the failure of any condition set forth in this ARTICLE VIII to be satisfied if such failure was caused by such Party's failure to act in good faith or to use the requisite efforts to cause the Closing to occur as required by this Agreement, including the requirements of Section 7.01.

ARTICLE IX.
TERMINATION; EFFECT OF TERMINATION

Section 9.01. Termination.

Anything to the contrary in this Agreement notwithstanding, this Agreement may be terminated and the transactions contemplated by this Agreement abandoned at any time prior to the Closing:

(a) by mutual written consent of Seller and Purchaser; or

(b) by Purchaser, if any of Seller's representations and warranties contained in ARTICLE V of this Agreement shall fail to be true and correct or Seller shall have breached or failed to perform in any material respect any of its covenants or other agreements contained in this Agreement, and such failure or breach would give rise to the failure of a condition set forth in Section 8.02(a) or Section 8.02(b) and has not been cured by the date that is 10 days after the date that Purchaser has notified Seller in writing of such failure or breach; *provided* that Purchaser is not then in breach of any of its representations, warranties, covenants or agreements contained in this Agreement such that the conditions set forth in Section 8.03(a) or Section 8.03(b) would fail to be satisfied.

Section 9.02. Effect of Termination.

If this Agreement is terminated and the transactions contemplated by this Agreement are abandoned as described in Section 9.01, this Agreement shall become null and void and of no further force and effect, except for the provisions of Section 7.03, Section 7.08, this ARTICLE IX and ARTICLE XI. Nothing in this Section 9.02 shall be deemed to release any Party from any Liability for Fraud or willful breach by such Party of the terms and provisions of this Agreement. For purposes of this Agreement, "willful breach" means a material breach or failure to perform that is the consequence of an act or omission of a Party with the knowledge that such act or omission would, or would be reasonably expected to, cause a material breach of this Agreement.

Section 9.03. Notice of Termination.

In the event of termination by Purchaser pursuant to Section 9.01(b), written notice of such termination shall be given by Purchaser to Seller in the manner set forth in Section 11.01.

ARTICLE X.
SURVIVAL, INDEMNIFICATION AND REMEDIES

Section 10.01. Survival.

All representations and warranties made by each party in this Agreement and in any certificate delivered in connection herewith shall survive the Closing until the third anniversary of the Closing Date; *provided, however*, that the representations and warranties set forth in (a) Section 5.01, Section 5.02, Section 5.08(c), Section 5.14, Section 6.01, Section 6.02 and Section 6.06 (the "Fundamental Representations") shall survive indefinitely, (b) Section 5.09 and Section 5.16 shall survive the Closing until the fourth anniversary of the Closing Date and (c) Section 5.10 shall survive the Closing until the date that is 60 days following the expiration of the statute of limitations applicable to any claim arising in respect thereof (including any extensions thereof). All representations and warranties related to any claim asserted in writing prior to the expiration of the applicable survival period shall survive (but only with respect to such claim) until such claim shall be resolved and payment in respect thereof, if any is owing, shall be made. Notwithstanding anything to the contrary contained herein, any claim that a party committed Fraud shall survive until the expiration of the applicable statute of limitations. The survival periods set forth above in this Section 10.01 are intended to replace and supersede any applicable statute of limitations to bring a Proceeding even though the survival period may be shorter or longer than otherwise provided by applicable Law.

Section 10.02. Indemnification.

(a) Seller shall indemnify, defend, reimburse and hold harmless Purchaser and its Representatives, Affiliates, and their respective successors and assigns (the "Purchaser Indemnified Parties") against and with respect to any and all demands, claims, obligations, complaints, actions or causes of action, suits, Proceedings, investigations, arbitrations, assessments, losses, damages, fines, penalties, liabilities, judgments, settlements, costs and expenses (including reasonable attorneys' fees) (collectively, "Losses") (including any Losses based on claims for breach of contract, warranty, tortious conduct (including negligence) or otherwise and whether predicated on common Law, statute, strict liability, or otherwise) arising from, in connection with or with respect to the following items:

(i) any breach or misrepresentation of a representation or warranty by Seller contained in this Agreement, any certificate delivered in connection herewith or any other Transaction Document;

(ii) any breach or failure to fulfill any agreement or covenant on the part of Seller;

(iii) any Encumbrances other than Permitted Encumbrances;

(iv) any Labor Protective Conditions imposed for the benefit of Seller's employees;

(v) any pre-Closing violations of, and non-compliance with, FCC regulations with respect to the maintenance and use of radio frequency licenses currently held by Seller with respect to the Purchased Assets (including the payment of any fine or penalty, and the satisfaction of any condition, imposed by the FCC on account of such violations or non-compliance); and

(vi) any Excluded Liabilities.

(b) Purchaser shall indemnify, defend and hold harmless Seller and its Representatives, Affiliates and assigns (the "Seller Indemnified Parties") against and with respect to any and all Losses, arising from, in connection with or with respect to the following items:

(i) any breach or misrepresentation of a representation or warranty by Purchaser contained in this Agreement or an certificate delivered in connection herewith;

(ii) any breach or failure to fulfill any agreement or covenant on the part of Purchaser;

(iii) any Labor Protective Conditions imposed for the benefit of Purchaser's employees; and

(iv) any Assumed Liabilities.

(c) Notwithstanding anything to the contrary contained in this Agreement, (i) Seller shall not have any obligation to indemnify, defend and hold harmless any Purchaser Indemnified Party pursuant to Section 10.02(a)(i) (A) unless the aggregate amount of Losses incurred by the Purchaser Indemnified Parties exceeds $**[●]** (the "Threshold Amount") at which point, Seller shall indemnify, defend and hold harmless the Purchaser Indemnified Parties for the full amount of such Losses and (B) except as provided in clause (iii) below, in excess of $**[●]** (the "Cap"),[9] (ii) Purchaser shall have no obligation to indemnify any Seller Indemnified Parties pursuant to Section 10.02(b)(i) (A) unless the aggregate amount of Losses incurred by the Seller Indemnified Parties exceeds the Threshold Amount, at which point Purchaser shall indemnify Seller Indemnified Parties for the full amount of such Losses and (B) in excess of the Cap, and (iii) the parties acknowledge that the Threshold Amount and the Cap shall not apply to any Losses resulting from (A) Fraud, (B) breaches or misrepresentations of the Fundamental Representations, (C) any Adjustment Amount or (D) any indemnification obligations of the parties hereto (other than as set forth in Section 10.02(a)(i) and Section 10.02(b)(i)).

(d) Any Purchaser Indemnified Party or Seller Indemnified Party seeking indemnification hereunder (the "Indemnified Party") shall promptly give to the party obligated to provide indemnification to such Indemnified Party (the "Indemnitor") a written notice (a "Claim Notice"); *provided, however*, that the failure of any Indemnified Party to give the Claim Notice promptly as required by this Section shall not affect such Indemnified Party's rights under this

[9] **Note to Draft**: Threshold Amount and Cap amounts to be based on the Purchase Price.

Section 10.02 unless and only to the extent that such failure actually prejudices the Indemnitor. The Claim Notice shall provide reasonable detail of the claims being asserted.

(e) After the giving of any Claim Notice pursuant hereto, the amount of indemnification to which an Indemnified Party shall be entitled under this Section 10.02 shall be determined: (i) by the written agreement between the Indemnified Party and the Indemnitor; (ii) by a final non-appealable determination of a court of competent jurisdiction pursuant to Section 11.06; or (iii) by any other means to which the Indemnified Party and the Indemnitor shall agree (a "Final Determination"). Subject to Section 10.03, all amounts due to the Indemnified Party shall be paid by wire transfer within 10 Business Days after such Final Determination.

(f) An Indemnified Party shall notify the Indemnitor in writing, and in reasonable detail, of any Proceeding commenced by any third Person against the Indemnified Party (a "Third Party Claim") promptly after receipt by such Indemnified Party of written notice of the Third Party Claim. Notwithstanding the foregoing, should a party be physically served with a complaint with regard to a Third Party Claim, the Indemnified Party must deliver a copy of the complaint to the Indemnitor within 10 days after the receipt of such complaint; *provided, however*, that the failure of any Indemnified Party to give such notice shall not affect such Indemnified Party's rights under this Section 10.02 unless and only to the extent that such failure actually prejudices the Indemnitor.

(g) In the event of the initiation of any Proceeding with respect to a Third Party Claim (in which the only relief sought is monetary damages), the Indemnitor may elect, at its own expense, to be represented by counsel of its choice (reasonably acceptable to the Indemnified Party) and to control and defend such Third Party Claim. The Indemnified Party shall have the right to participate (and to retain legal counsel to participate) in any such defense at its sole cost and expense. The Parties hereto agree to cooperate fully with each other in connection with the defense, negotiation or settlement of any such Proceeding. Such cooperation shall include the retention and the provision of records and information that are reasonably relevant to such Third Party Claim, and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. The Indemnitor shall not settle or agree to the entry of a final order in any such Proceeding without the prior written consent of the Indemnified Party unless (i) the sole recourse under such settlement or final order is payment by the Indemnitor of monetary damages, (ii) such settlement or final order does not obligate the Indemnified Party to admit any liability, and (iii) such settlement includes a full and unconditional release of the Indemnified Parties.

(h) Any indemnification payment under this Agreement shall be considered an adjustment to the Purchase Price.

(i) This Section 10.02 constitutes the Indemnified Parties' sole and exclusive remedy for any and all Losses or other claims relating to or arising from this Agreement and the transactions contemplated hereby, except for claims based on Fraud. No Indemnitor shall have any indemnification, contribution, or other obligation for any Loss that the Indemnified Parties may suffer, and the Indemnified Parties shall have no remedies, with respect to (i) the subject matter of this Agreement or the transactions contemplated hereby or (ii) any other matter relating to Seller, prior to the Closing, the operation of its businesses prior to the Closing, or any other transaction

or state of facts involving the Purchased Assets or Seller prior to the Closing (including any common law or statutory rights or remedies), in each case, other than the provisions of this ARTICLE X, which are the Indemnified Parties' sole and exclusive remedies with respect thereto, except for claims based on Fraud.

Section 10.03. Expiration of Claims.

The ability of any Person to receive indemnification under Section 10.02 shall terminate on the applicable survival termination date (as set forth in Section 10.01), unless such Person shall have incurred a Loss and made a valid claim for indemnification pursuant to Section 10.02 prior to such termination date. If a Person has made a valid claim for indemnification pursuant to Section 10.02 prior to such termination date, such valid claim, if then unresolved, shall not be extinguished by the passage of the deadlines set forth in Section 10.01.

Section 10.04. Determination of Loss Amount.

The amount of any Loss subject to indemnification hereunder or of any claim therefor shall be calculated net of and shall be limited to the amount of such Loss that remains after deducting therefrom any insurance proceeds and any other indemnity, contribution or similar payment actually realized by and paid to the applicable Indemnified Parties in respect of any such claim, less any related costs and expenses, including the aggregate cost of pursuing any related insurance claims. The Indemnified Parties shall use commercially reasonable efforts to seek full recovery under all insurance policies or other such indemnity, contribution or similar agreements or sources of payment covering any Loss to the same extent as they would if such Loss were not subject to indemnification hereunder. Promptly after the realization of any such insurance proceeds, or other indemnity, contribution or similar payment, the Indemnified Parties shall reimburse the applicable Indemnitor for such reduction in Losses for which the Indemnified Parties was indemnified prior to the realized reduction of such Losses.

Section 10.05. Mitigation.

Each Person entitled to indemnification hereunder shall take all reasonable steps to mitigate all Losses after becoming aware of any event which could reasonably be expected to give rise to any Losses that are indemnifiable or recoverable hereunder or in connection herewith.

ARTICLE XI.
GENERAL PROVISIONS

Section 11.01. Notices.

All notices and other communications under this Agreement shall be in writing and shall be deemed given (a) when delivered personally by hand (with written confirmation of receipt), (b) on the day transmitted by electronic mail (with written confirmation of transmission), if sent before 5:00 p.m. Eastern Time on a Business Day, otherwise on the next Business Day following transmission, or (c) one Business Day following the day sent by overnight courier (with written confirmation of receipt), in each case at the following addresses (or to such other address as a Party may have specified by notice given to the other Party pursuant to this provision):

If to Seller:

[●]
[●]
[●]
Attention: [●]
Email: [●]

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

[●]
[●]
[●]
Attention: [●]
Email: [●]

If to Purchaser:

Illinois Central Railroad Company
[●]
[●]
Attention: [●]
Email: [●]

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

Sidley Austin LLP
1501 K. Street, NW
Washington, DC 20005
Attention: Terence M. Hynes
Email: thynes@sidley.com

Section 11.02. Waiver.

No delay or failure on the part of any Party hereto in exercising any right, power or privilege under this Agreement or under any other instrument or document given in connection with or pursuant to this Agreement shall impair any such right, power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right, power or privilege, or the exercise of any other right, power or privilege. No waiver shall be valid against a Party hereto unless made in writing and signed by the Party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

Section 11.03. Benefit and Assignment.

No Party to this Agreement shall assign this Agreement, in whole or in part, whether by operation of Law or otherwise, without the prior written consent of the other Parties; *provided* that no such assignment shall relieve the assigning Party of its obligations hereunder.

Any purported assignment contrary to the terms hereof shall be null, void and of no force and effect. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. No Person other than the Parties hereto and their respective successors and permitted assigns is or shall be entitled to bring any action to enforce any provision of this Agreement against any of the Parties hereto, and the representations and warranties, covenants and other agreements set forth in this Agreement shall be solely for the benefit of, and shall be enforceable only by, the Parties hereto or their respective successors and assigns as permitted hereunder. Notwithstanding the foregoing, Purchaser shall (subject to the terms of the STB Approvals) be entitled to assign all or any portion of its rights and liabilities hereunder to an Affiliate of Purchaser without consent of (but with notice to) Seller; *provided* that no such assignment shall relieve Purchaser of its obligations hereunder.

Section 11.04. Amendment.

No amendment, modification or supplement to this Agreement shall be binding unless executed in writing by all of the Parties hereto.

Section 11.05. Severability.

If any part of any provision of this Agreement or any other Transaction Document shall be invalid or unenforceable under applicable Law, such part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of such provisions or the remaining provisions of this Agreement or any other Transaction Document.

Section 11.06. Governing Law; Waiver of Jury Trial; Submission to Jurisdiction.

(a) This Agreement, the rights and obligations of the Parties hereto, and any claims or disputes relating thereto, shall be governed by and construed under and in accordance with the Laws of the State of Delaware, without regarding to any choice of Law provision or rule of the State of Delaware that would otherwise result in the application of the Laws of any other State or jurisdiction.

(b) THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER TRANSACTION DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, WHETHER NOW EXISTING OR HEREAFTER EXISTING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. THE PARTIES HERETO AGREE THAT ANY OF THEM MAY FILE A COPY OF THIS SECTION 11.06(B) WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED-FOR AGREEMENT BETWEEN THE PARTIES HERETO IRREVOCABLY TO WAIVE TRIAL BY JURY AND THAT ANY ACTION OR PROCEEDING WHATSOEVER BETWEEN THEM RELATING TO THIS AGREEMENT, ANY OTHER TRANSACTION DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

(c) Each of the Parties agrees that any Proceeding with respect to this Agreement brought by a Party hereto or its successors or assigns shall be brought and determined in the Federal or state court sitting in the State of Delaware and each of the Parties hereby submits

with regard to any such Proceeding for itself and in respect to its property, generally and unconditionally, to the jurisdiction of the aforesaid courts. Each of the Parties hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim, or otherwise, in any Proceeding with respect to this Agreement, (i) any claim that it is not personally subject to the jurisdiction of the above named courts for any reason, (ii) that it or its property is exempt or immune from jurisdiction of such court or from any legal process commenced in such court (whether through judgment or otherwise), and (iii) to the fullest extent permitted by applicable law that (A) the Proceeding in any such court is brought in an inconvenient forum, (B) the venue of such Proceeding is improper and (C) this Agreement, or the subject matter hereof, may not be enforced in or by any such court.

Section 11.07. Interpretation.

(a) When a reference is made in this Agreement to a Section, subsection, Exhibit or Schedule, such reference shall be to a Section, subsection, Exhibit or Schedule of this Agreement unless otherwise indicated. The headings contained in this Agreement, in any Schedules and in the table of contents to this Agreement, are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made part of this Agreement as if set forth in full herein. Any fact or item which is clearly disclosed on any Schedule to this Agreement in such a way as to make its relevance or applicability to information called for by another Schedule or Schedules to this Agreement reasonably apparent on the face of the disclosure shall be deemed to be disclosed on such other Schedule or Schedules, as the case may be, notwithstanding the omission of a specific reference or cross-reference thereto. Any capitalized term used in any Exhibit or Schedule and not otherwise defined shall have the meaning given to such term in this Agreement.

(b) Unless the context clearly requires otherwise, whenever the words "include", "includes", "including", "such as" or terms of similar meaning are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The words "hereof", "herein", "hereby" and "hereunder" and terms of similar meaning when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The term "or" is not exclusive. The word "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends, and such phrase shall not mean simply "if". The definitions contained in this Agreement are applicable to the singular as well as to the plural forms of such terms. Any agreement or instrument defined or referred to herein means such agreement or instrument as from time to time amended, modified or supplemented. References to a Person are also to its permitted successors and assigns. Pronouns of one gender shall include all genders. All accounting conventions shall be consistent with GAAP, unless otherwise specified. All references to "Dollars" or "$" shall be to U.S. Dollars unless otherwise specified. All references to "days" shall mean calendar days unless Business Days are specified. Unless otherwise specified herein, undefined terms shall be given the meaning customarily applied to such terms in the railroad industry in the United States.

Section 11.08. Signature in Counterparts; Electronic Delivery.

This Agreement may be executed in separate counterparts, none of which need contain the signatures of all Parties, each of which shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than the number of counterparts containing the respective signatures of, or on behalf of, each of the Parties. This Agreement, the other Transaction Documents and any signed agreement or instrument entered into in connection with this Agreement, and any amendments hereto or thereto (in each case other than the Deed), to the extent delivered by means of a facsimile, email or electronic .pdf transmission (any such delivery, an "Electronic Delivery"), shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any Party hereto or to any such agreement or instrument, each other Party hereto or thereto shall re-execute original forms thereof and deliver them to the other Party. No Party hereto or to any such agreement or instrument shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each such Party forever waives any such defense, except to the extent such defense related to lack of authenticity.

Section 11.09. Entire Agreement.

This Agreement, together with all Exhibits and Schedules hereto and the Transaction Documents, constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, except for any prior agreements regarding obligations of Seller or an Affiliate or predecessor for the performance of and/or payment for Remedial Action identified on Section 3.02(b) of the Disclosure Schedules.[10]

[Remainder of page intentionally left blank]

[10] **Note to Draft**: Schedule will include description of certain known contamination/remediation issues on the Subject Line.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

SELLER:

Kansas City Southern Railway Company

By:_____
Name: [●]
Title: [●]

PURCHASER:

Illinois Central Railroad Company

By:_____
Name: [●]
Title: [●]

Exhibit 2B

Trackage Rights Agreement

TRACKAGE RIGHTS AGREEMENT

THIS TRACKAGE RIGHTS AGREEMENT (the "Agreement"), is made and entered into this [●]th day of [●], 202[●] by and between KANSAS CITY SOUTHERN RAILWAY COMPANY, a Delaware corporation ("**KCSR**" or "**Owner**") and ILLINOIS CENTRAL RAILROAD COMPANY, an Illinois corporation ("**ICRR**" or "**User**").

WHEREAS, pursuant to that certain Asset Purchase Agreement (the "**Springfield - Kansas City APA**") dated as of [●], 20[●] by and among ICRR, KCSR and Gateway Eastern Railway Company ("GWER"), ICRR purchased from KCSR and GWER certain lines of railroad extending between Springfield, Illinois and East St. Louis, Illinois, on the one hand, and Kansas City, Missouri, on the other hand, as more particularly described in the Springfield – Kansas City APA; and

WHEREAS, in connection with the transactions contemplated by the Springfield – Kansas City APA, ICRR desires to obtain trackage rights over KCSR's rail line between Airline Junction, Missouri and KCSR's International Freight Gateway Intermodal Terminal at Grandview, Missouri (the "**IFG Terminal**"), and the tracks located within and providing access to the IFG Terminal, and KCSR has agreed to grant such trackage rights to ICRR, on the terms and subject to the conditions set forth hereinafter;

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. **TRACKAGE SUBJECT TO AGREEMENT**

Attached hereto as Exhibit "A," and incorporated herein by reference, is a print that depicts the KCSR rail line between MP 5.6 +/- at Airline Junction, Missouri (including tracks within and providing access to the joint agency facility at Knoche Yard) and MP 29.5 ± in the vicinity of Grandview, Missouri (including the tracks within and providing access to the IFG Terminal), over which User shall be granted trackage rights pursuant to this Agreement (referred to collectively as the "**Joint Trackage**").

Section 2. **GRANT OF TRACKAGE RIGHTS**

(a) Subject to the terms and conditions (the "**General Conditions**") set forth in Exhibit "B" to this Agreement (which is attached hereto and incorporated herein by reference), KCSR grants to User the nonexclusive right to operate its trains with its own Equipment and crews in either direction over the Joint Trackage. User's use of the Joint Trackage shall be in common with KCSR and such other railroad company or companies as KCSR may hereafter at any time admit to the joint use of any and all of the Joint Trackage. For purposes of this Agreement, trains and "**Equipment**" (as

defined in Section 1.5 of Exhibit "B") of such other railroad company or companies admitted by KCSR to the use of the Joint Trackage shall be considered trains and Equipment of KCSR.

(b) The trackage rights granted to User pursuant to this Agreement may be exercised by ICRR or by a rail carrier affiliate of ICRR, including Canadian National Railway Company ("CN"); *provided*, however, that only one of ICRR, CN or an affiliate may exercise such trackage rights at any time; and *provided further*, that ICRR, CN or such affiliate (as applicable) shall have first obtained any required Surface Transportation Board ("STB") approval or exemption for the exercise of such trackage rights.

(c) The exercise of the trackage rights granted to User by this Agreement shall be subject at all times to the General Conditions. If any conflict between the General Conditions and this Agreement shall arise, the provisions of this Agreement shall prevail.

(d) Except as otherwise provided in Section 2(b), User may not admit any third party to the use of the Joint Trackage, nor may User provide haulage service or otherwise transport rail traffic moving in the account of any third party over the Joint Trackage; *provided*, however, that User may transport railcars moving in the account of CN or ICRR over the Joint Trackage; and *provided further*, that User may operate locomotives of another railroad as its own pursuant to a run-through agreement with such other railroad.

It is understood and agreed that User shall not have the right to:

(1) Serve industries or transload freight at intermediate points on and along the Joint Trackage; *provided*, however, that User may transload freight at the IFG Terminal;

(2) Set out, pick up or store Equipment on or about Joint Trackage, or any part thereof, except (i) on tracks at the IFG Terminal (ii) User may tie up, fuel and service its locomotives and Equipment on such track(s) as shall be designated from time to time by KCS's dispatcher or other designated operating officer in charge of operations at Knoche Yard, and (iii) as otherwise provided in Exhibit "B";

(3) Serve any industry, team or house track, transload, intermodal or auto facility (other than the IFG Terminal) on and along the Joint Trackage;

(4) Operate onto or off the Joint Trackage at any location other than the end points of the Joint Trackage;

(5) Build-in to or build-out from any point on or along the Joint Trackage;

(6) Interchange with any railroad or other party at any point on or along the Joint Trackage;

(7) Provide any passenger service of any kind or handle or operate passenger trains on or along the Joint Trackage;

(8) Transport Dimensional Traffic on or along the Joint Trackage without first obtaining the common clearance protocol from KCSR;

(9) Detour trains of any other railroad over or upon the Joint Trackage;

(10) Load or unload cars on or along the Joint Trackage except as permitted by this Agreement or the General Conditions or incidental to cleaning derailments or other similar emergencies; or

(11) Make scheduled crew changes on or along the Joint Trackage, except at the termini.

(c) User shall qualify its crew members as pilots and provide pilots or qualified crews on all User trains prior to entering the Joint Trackage.

(d) User locomotives shall have sufficient fuel for the entire movement on and along the Joint Trackage. User will be responsible for performing any required 1,000 mile inspection of its trains.

Section 3. **MAINTENANCE AND OPERATION OF TRACKAGE**

Owner, at its expense, shall maintain, repair and renew the Joint Trackage in a manner permitting operation at no less than the track standard designated in the timetable in effect on the date of this Agreement (a copy of which is appended hereto as Exhibit "C." In the event that, for operating convenience, necessity or emergency, Owner permits or directs User to use adjacent tracks or track connections between or beyond the termini of the Joint Trackage as an alternate route, then and in such event, such trackage, track connections and appurtenances shall be deemed to be part of the Joint Trackage and shall be governed by all the provisions of this Agreement while such use continues.

Section 4. **LIMITATIONS AND MEASUREMENT OF TRACKAGE RIGHTS TRAINS**

User trains shall have a sufficient horse-power per ton ratio ("HPT") to traverse the Joint Trackage; *provided*, that Owner shall accept User trackage rights trains of similar size and operating characteristics as Owner's own trains, consistent with available capacity, mainline and siding restrictions, operating rules such as designated horsepower per ton, maximum train length, and maximum gross tonnage parameters that govern Owner's (and other users') trains moving over the Joint Trackage.

All trains of Owner and User shall be treated equally and operated and dispatched on a first-come first-served basis without prejudice or partiality, except for passenger trains which shall have priority. In the event of refusal to grant a User train admission to or operation on the Joint Trackage, User shall have no claim of any nature against Owner by reason of such refusal provided that the trains of Owner and User are treated equally and operated and dispatched without prejudice or partiality.

Section 5. **COMPENSATION**

(a) In addition to any other payments to be made under this Agreement, User shall remit to Owner for its use of the Joint Trackage, on a monthly basis, [●] cents per car mile for each loaded or empty car, locomotive or caboose moved by User (the **"Base Charge"**) The Base Charge shall be deemed to include compensation to Owner for ordinary and programmed maintenance of the Joint Trackage, operating expenses, interest rental, depreciation and taxes. With respect to articulated units, the number of cars shall be determined by the AAR Car Type Code as defined in the UMLER Specification Manual. The second character in the Car Type Code field covering codes "Q" and "S" will be the factor in determining the car count for an articulated unit. For example, AAR Car Type Code (S566) would equate to a five (5) car count as these type cars have five wells capable of handling 40' to 53' containers in each well. (Car count data for articulated units are subject to change upon development of technology to separate units by car numbers.)

(b) For the purpose of computing the Base Charge under this Section 5, the parties hereby mutually agree that the track mileage between the termini of the Joint Trackage (KCT Junction and the IFG Terminal) is [●] miles (the "**Mileage Factor**"). In the event that for whatever reason physical changes are made to the Joint Trackage that result in a change in the track mileage provided in the prior sentence, then the Mileage Factor will be adjusted up or down to reflect such new mileage, and such adjusted Mileage Factor will be used to calculate the monthly Base Charge effective with the commencement of train operations over the new track.

(c) The Base Charge set forth in Section 5(a) of this Agreement shall be adjusted annually during the term of this Agreement beginning 1st day of April, 202[●] to reflect 100 percent of increase or decrease in the cost of labor and material, excluding fuel, as reflected in Table A, Annual Indices of Charge-Out Prices and Wage Rates (1977=100), Series RCR, included in "AAR Railroad Cost Indexes" and supplements thereto, issued by the Association of American Railroads (the "AAR"). In making such determination, the final "Material prices, wage

rates and supplements combined (excluding fuel)" index for the East District shall be used. The Base Charge shall be revised by calculating the percentage of increase or decrease for the year to be revised based on the final index of the most recently completed calendar year as related to the final index of the calendar year prior to the most recently completed calendar year; and applying this percentage of increase or decrease to the current Base Charge to be escalated.

By way of example, assuming "A" to be the "Material prices, wage rates and supplements combined (excluding fuel)" final index figure for the calendar year prior to the most recently completed calendar year; "B" to be the "Material prices, wage rates and supplements combined (excluding fuel)" final index figure for the most recently completed calendar year; and "C" to be the current Base Charge to be escalated; the revised Base Charge would be determined by the following formula:

B/A x C = Revised Base Charge, Rounded to Nearest Whole Cent (5 Mills or More Rounds to Next Cent)

In the event the base for the Annual Indexes of Charge-Out Prices and Wage Rates issued by the AAR shall be changed from the year 1977, appropriate revision shall be made. If the AAR or any successor organization discontinues publication of the Annual Indices of Charge-Out Prices and Wage Rates, an appropriate substitute for determining the percentage of increase or decrease shall be negotiated by the parties hereto. In the absence of agreement, the matter will be referred to the STB for determination. In the event said Board is without jurisdiction to make such a determination, the parties shall submit the matter to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. The decision of the arbitrator so appointed by said Association shall be final and binding upon the parties hereto. Each party to the arbitration shall pay the compensation, costs, fees, and expenses of its own witnesses, exhibits, and counsel. The compensation, costs, and expenses of the arbitrator shall be borne equally by such parties; *provided*, that the per car mile rate shall never be less than the Base Charge set forth in this Section 5.

Section 6. **LIABILITY**

Any liability for loss, damage, injury or death which arises from the operation of trains under this Agreement shall be allocated, settled and paid in the manner set forth in Section 5 of the General Conditions attached hereto.

Section 7. **TERM AND TERMINATION**

This Agreement shall become effective (the **"Effective Date"**) on the later of (i) the date upon which KCSR and ICRR consummate the line sale transaction contemplated by the Springfield - Kansas City APA, (ii) the date upon which User having obtained any required STB approval or exemption for the exercise of the trackage rights granted pursuant to this Agreement, and (iii) such other date as the Parties may mutually agree in writing. This Agreement shall remain in effect for an initial term of thirty (30) years (the **"Initial Term"**). Upon expiration of the Initial

Term, this Agreement shall automatically renew for five (5) successive terms of ten (10) years (each a **"Renewal Term"**). Upon expiration or termination of this Agreement, all obligations (including, without limitation, obligations to remit fees and obligations of indemnity) arising or accruing prior to such termination or expiration and all provisions of this Agreement necessary to enforce and resolve same shall survive and remain enforceable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ILLINOIS CENTRAL RAILROAD COMPANY

By:_____

KANSAS CITY SOUTHERN RAILWAY COMPANY

By:_____

EXHIBIT "A"
(attached)

EXHIBIT "B"
GENERAL CONDITIONS

Section 1. DEFINITIONS

1.1 "Agreement" shall mean that certain Trackage Rights Agreement dated as of the [●]th day of [●], 202[●] by and between Kansas City Southern Railway Company ("KCSR") and Illinois Central Railroad Company ("ICRR"), to which this Exhibit "B" is appended. The term "Agreement" shall include this Exhibit "B" in its entirety.

1.2 "Owner" shall mean KCSR.

1.3 "User" shall mean ICRR.

1.4 "Joint Trackage" shall mean those certain lines of railroad extending between MP 5.6 ± in the vicinity of Airline Junction, Missouri (including tracks within and providing access to the joint agency facility at Knoche Yard) and MP 29.5± at the IFG Intermodal Terminal ("IFG Terminal") in the vicinity of Grandview, Missouri (including all of the tracks within and providing access to the IFG Terminal), including all necessary head room/tail room, right-of-way and appurtenances and support facilities thereof, and all additions and betterments to, and changes in, the tracks and facilities constituting the Joint Trackage in the future as are required or desirable for the operation of the trains of the parties hereto

1.5 "Equipment" shall mean and include (i) trains, locomotives, cars and cabooses, (ii) vehicles and machinery which are capable of being operated on railroad tracks that, at the time of an occurrence, are being operated on the Joint Trackage, and (iii) vehicles and machinery that, at the time of an occurrence, are on the Joint Trackage or its right-of-way for the purpose of performing maintenance, repairs or the clearing of wrecks thereon.

1.6 "STB" shall mean the Surface Transportation Board, or any successor agency.

Section 2. MAINTENANCE CHANGES IN AND/OR ADDITIONS, OPERATION AND CONTROL

2.1 The construction, maintenance, repair, and renewal of the Joint Trackage shall be the responsibility, and under the exclusive direction and control, of Owner. Owner shall use reasonable and customary care, skill, and diligence in the construction, operation, maintenance, repair, and renewal of the Joint Trackage and in managing same. Notwithstanding anything to the contrary contained in the Agreement, User shall not, by reason of Owner's performing or failing or neglecting to perform any construction, operation, maintenance, repair, renewal, or management of the Joint Trackage, have or make against Owner any claim or demand for any

loss, damage, destruction, injury, or death whatsoever resulting therefrom; *provided,* that the Joint Trackage is at all times maintained to Federal Railroad Administration Class 3 or higher track standards.

2.2 Owner may make any additions and betterments to, and changes in, the Joint Trackage which may be required by law, or which Owner deems necessary or desirable for the safe, efficient, and economical use of the Joint Trackage by the parties. Such additions, betterments and changes shall progressively become part of the Joint Trackage during construction as they are completed. User may request additions and betterments to, and changes in, the Joint Trackage which User shall deem necessary or desirable for the safe, efficient, and economical use of the Joint Trackage by the parties. If Owner concurs with such additions and betterments, or changes requested by User, Owner shall construct the same upon such terms and conditions as may be agreed upon and they shall become part of the Joint Trackage. In the event that Owner does not concur with such additions, betterments or changes requested by User, Owner shall nevertheless construct the same at User's sole cost and expense if so requested by User. Owner shall make no retirement, withdrawal, elimination or disposal of any part of the Joint Trackage which would permanently or materially impair the usefulness thereof to User.

2.3 The management and operation of the Joint Trackage shall be under the exclusive direction and control of Owner. Owner shall make such changes to the management and operations on and over the Joint Trackage as in Owner's reasonable judgment may be necessary, expedient, or proper for the operations thereof herein intended.

2.4 If the use of the Joint Trackage shall at any time be interrupted or traffic thereon or thereover be delayed for any cause, neither party shall have or make any claim against the other for loss, damage, or expense of any kind, caused by or resulting from such interruption or delay.

2.5 Owner may from time to time substitute any track or tracks for those delineated in the Agreement for use by User; *provided*, User shall at all times have access to contiguous route of equal utility as the Joint Trackage for the operation of User's Equipment between the termini of the Joint Trackage. When tracks that are not specified as part of the Joint Trackage in Section 1.4 of these General Conditions are used as provided in this Section 2.5, the Agreement shall govern for purposes of direction and control and liability as if all train movements had been made over the Joint Trackage.

2.6 Each party shall be responsible for furnishing, at its own expense, all labor, fuel, and train supplies necessary for the operation of its own Equipment over the Joint Trackage. In the event a party hereto does furnish such labor, fuel, or train supplies to another party hereto, the party receiving same shall promptly, upon receipt of billing therefor, reimburse the party furnishing same for its reasonable costs of furnishing such labor, fuel, or train supplies.

2.7 The operation by User on or along the Joint Trackage shall at all times be in accordance with the rules, instructions and bulletins of Owner as they may be amended and supplemented from time to time; *provided*, however, that such rules, instructions and bulletins

shall be reasonable, just, and applied fairly to all parties using the Joint Trackage and shall not discriminate against any of them.

2.8 User shall be responsible for reporting and paying any mileage, per diem, use, or rental charges accruing on Equipment in User's account while on the Joint Trackage. Except as may be specifically provided for in the Agreement, nothing herein contained is intended to change practices with respect to interchange of traffic between the parties or with other carriers on or along the Joint Trackage.

2.9 The total cost of clearing a derailment, cleaning up any Hazardous Materials released during such derailment, and/or repairing the Joint Trackage or any other property damaged thereby shall be borne by the party or parties liable therefor in accordance with Section 4 of these General Conditions.

2.10 In the event of release of Hazardous Materials caused by faulty equipment or third parties, cleanup will be conducted and total costs resulting therefrom shall be borne by the parties as provided for in Section 4 of these General Conditions.

2.11 All employees of User engaged in or connected with the operations of User on or along the Joint Trackage shall be required to pass periodic examination on the rules of Owner related to the Joint Trackage; *provided,* with respect to such examinations that, upon request of User, owner shall qualify one or more of User's supervisory officers on said rules and such supervisory officer or officers so qualified shall thereafter examine all employees of User engaged in or connected with User's operations on or along the Joint Trackage. Pending qualification of train and engine crews of User, Owner shall furnish a pilot or pilots, at the expense of User, as deemed necessary by owner to assist in operating trains of User over the Joint Trackage.

2.12 If any employee of User shall neglect, refuse, or fail to abide by Owner's rules, instructions, and bulletins governing the operation on or along the Joint Trackage, such employee shall, upon written request of Owner, be prohibited by User from working on the Joint Trackage. If either party shall deem it necessary to hold a formal investigation to establish such neglect, refusal, or failure on the part of any employee of User, then upon such notice presented in writing, Owner and User shall promptly hold a joint investigation in which all parties concerned shall participate and bear the expense for its officers, counsel, witnesses, and employees. Notice of such investigation shall be given to employees of User by User's officers, and such investigation shall be conducted in accordance with applicable terms and conditions of schedule agreements between User and its employees. If, in the judgment of Owner, the result of such investigation warrants, such employee shall, upon written request of Owner, be withdrawn by User from service on the Joint Trackage, and User shall release and indemnify Owner from and against any and all claims and expenses because of such withdrawal, except as otherwise provided below.

If the disciplinary action is appealed by an employee of User to the National Railroad Adjustment Board or other tribunal lawfully created to adjudicate such cases, and if the decision of such board or tribunal sustains the employee's position, such employee shall not thereafter be barred from service on the Joint Trackage by reason of such occurrence.

It is understood that Owner shall reimburse User for all payments that User might be required to make as a result of a successful challenge being made by the employee or his representative as to the discipline recommended by Owner and assessed by User. User agrees to notify Owner before committing itself to making payment of any such employee claim. In the event a claim is progressed to an Adjustment Board, Owner will be given an opportunity to review User's submission. Any payments made to employees, as a result of an investigation being "overturned", shall include not only actual wages, but in addition, shall include expenses which User may be required to pay covering vacation allowances, Railroad Retirement taxes, unemployment insurance taxes and any other payroll tax or fringe benefits.

2.13 If any Equipment of User is bad ordered enroute on the Joint Trackage and it is necessary that it be set out, such bad ordered Equipment shall, after being promptly repaired, be promptly picked up by User. Unless otherwise agreed, Owner may, upon request of User and at User's expense, furnish the required labor and material and perform light repairs to make such bad ordered Equipment safe for movement. The employees and Equipment of Owner while in any manner so engaged or while en route to or returning to Owner's terminal from such an assignment shall be considered sole employees of User and sole property of User. However, should Owner after repairing such Equipment for User, move directly to perform service for Owner's benefit rather than return to Owner's terminal, then User's exclusive time and liability will end when owner's employees depart for work to be performed for Owner's benefit. In the case of such repairs by Owner to freight cars in User's account, billing therefor shall be in accordance with the Field and Office Manuals of the Interchange Rules adopted by the Association of American Railroads, hereinafter called "Interchange Rules", in effect at the date of performance of the repairs. Owner shall prepare and submit billing directly to and collect from the car owner for car-owner responsibility items as determined under said Interchange Rules. Should said car owner refuse or otherwise fail to make payment therefor, Owner shall submit billing to and collect from User any charges for repair to freight cars that are car-owner responsibility items, as determined under said Interchange Rules.

2.14 If Equipment of User shall become derailed, wrecked, or otherwise disabled while upon the Joint Trackage, it shall be re-railed or cleared by Owner; *provided*, that employees of User may re-rail User's derailed Equipment on the Joint Trackage whenever use of motorized on or off track equipment is not required and User has obtained permission to perform such re-railing from Owner (which permission shall not be unreasonably denied, conditioned or delayed). The costs and expenses of clearing derailments and wrecks shall be at User's expense unless otherwise provided for in allocation of liability in Section 5 of these General Conditions.

2.15 In the event Equipment of User shall be forced to stop on Joint Trackage, and such stoppage is due to insufficient hours of service remaining among User's employees, or due to mechanical failure of User's Equipment, or any other cause not resulting from an accident or derailment, and such Equipment is unable to proceed, or if a train of User fails to maintain the speed required by Owner on the Joint Trackage, or if in emergencies, crippled or otherwise defective Equipment is set out of User's trains on the Joint Trackage, Owner shall have the option to furnish motive power or such other assistance (including but not limited to the right to re-crew User's train) as may be necessary to haul, help or push such Equipment, or to properly move the disabled Equipment off the Joint Trackage. The costs and expenses of furnishing motive power or of rendering such other assistance shall be at User's expense.

2.16 In the event any accident, derailment, or wreck (hereinafter, a "**Derailment**") involving Units on or in a train operated by User or for User by Owner carrying hazardous materials, substances, pollutants or wastes, as defined pursuant to federal, state or local laws, regulations and ordinances and/or court decisions interpreting such laws, regulations and ordinances (hereinafter, "**Hazardous Materials**") shall occur on any segment of the Joint Trackage, any report required by federal, state or local authorities shall be the responsibility of User. User shall also advise the owner/shipper of the Hazardous Materials involved in the derailment, and Owner, immediately.

Unless otherwise agreed by the parties, Owner shall assume responsibility for cleaning up any release of Hazardous Materials from User's cars in accordance with all federal, state, or local regulatory requirements. User may have representatives at the scene of the derailment to observe and provide information and recommendations concerning the characteristics of Hazardous Materials release and the cleanup effort. Such costs shall be borne in accordance with Section 4 of these General Conditions.

If Hazardous Materials must be transferred to undamaged cars, User shall perform the transfer, provided, however, that if the Hazardous Materials are in damaged cars that are blocking the Joint Trackage, Owner, at its option, may transfer the Hazardous Materials. Transfers of Hazardous Materials by User shall only be conducted after being authorized by Owner.

Section 3. BILLING; DEFAULT

3.1 Billing shall be accomplished on the basis of data contained in a billing form mutually agreed to between the parties. Such billing form shall contain sufficient detail to permit computation of payments to be made hereunder. Billing shall be prepared in accordance with the Base Charge and Mileage Factor set forth in Sections 5(a) and 5(b), respectively, of this Agreement (and, as applicable, the rules, additives, and equipment rental rates published by Owner). User shall pay to Owner at the Office of the Treasurer of Owner or at such other location as Owner may from time to time designate, all the compensation and charges of every

name and nature that User is required to pay pursuant to the Agreement, in lawful money of the United States, within sixty (60) days after the receipt of bills therefor. Bills shall contain a statement of the amount due on account of the expenses incurred and services rendered during the billing period.

3.2 Errors or disputed items in any bill shall not be deemed a valid excuse for delaying payment, and bills shall be paid subject to subsequent adjustment. No exception to any bill shall be honored, recognized, or considered if filed after the expiration of three (3) years from the last day of the calendar month during which the bill is rendered. No bill shall be rendered later than three (3) years (i) after the last day of the calendar month in which the expense covered thereby is incurred, or (ii) in the case of claims disputed as to amount or liability, after the amount is settled and/or the liability(ies) established. This provision shall not limit the retroactive adjustment of billing made pursuant to retroactive adjustment of wage rates and settlement of wage claims.

3.3 So much of the books, accounts and records of each party hereto as are related to the subject matter of the Agreement shall at all reasonable times be open to inspection by the authorized representatives and agents of the parties hereto.

All books, accounts, and records shall be maintained to furnish readily full information for each item in accordance with 49 U.S.C. § 11161 *et seq*. and the related regulations of the STB in 49 C.F.R. Part 1201, 1-3, *et seq*.

3.4 Should any amount become payable by Owner to User under the Agreement, the provisions of Section 3.1 through Section 3.3 of these General Conditions shall apply with User as the billing party and Owner as the paying party.

No action of Owner in waiving any default of User under this Agreement shall be deemed to waive any subsequent default of User, or to impair any rights of Owner under the Agreement.

Section 4. COMPLIANCE WITH LAWS

4.1 User shall not treat, store or dispose of petroleum products or Hazardous Materials at any location on or along the Joint Trackage.

4.2 Responsibility for "**Environmental Claims**" (as defined in Section 4.6, below) as between the parties shall be borne by the party or parties liable therefor pursuant to the allocation of liability in Section 5 of these General Conditions.

4.3 Each party shall release the other party to the extent it is responsible for an Environmental Claim, and, to the extent of such responsibility, shall defend, indemnify, protect and save harmless such other party from and against such Environmental Claim and costs associated therewith, including, but not limited to, environmental consultant fees, attorneys' fees and third party claims.

4.4 In the event that any incident, accident, Derailment, or vehicle striking or being struck by Equipment (hereinafter "**Incident**") involving Equipment operated by a party hereto carrying Hazardous Materials shall occur on the Joint Trackage, any report required by Federal, State or local authorities shall be the responsibility of such party. Each party shall advise the other party immediately of the occurrence of an Incident involving Equipment operated by the party carrying Hazardous Materials.

Unless otherwise agreed by the parties, Owner shall undertake any "**Response Action**" (as defined in Section 4.5, below) in accordance with all Federal, State, or local regulatory requirements necessitated by a release of Hazardous Materials resulting from an Incident involving Equipment operated by either party on Owner's right-of-way underlying the Joint Trackage. User shall provide data or a representative available at the scene of any Incident involving Equipment operated by it to provide information concerning the characteristics of Hazardous Materials released.

If, following an Incident occurring on or along the Joint Trackage, Hazardous Materials must be transferred to undamaged cars or other vehicles, unless otherwise agreed by the parties, the party whose Equipment was involved in such Incident shall perform the transfer; *provided*, however, that if the Hazardous Materials are in damaged cars of a train of User that are blocking the Joint Trackage, Owner shall transfer the Hazardous Materials; *provided further* that transfers of Hazardous Materials by User shall only be conducted after being authorized by Owner (which authorization shall not be unreasonably denied, conditioned or delayed). The cost of such transfer of Hazardous Materials shall be borne by the party or parties liable therefor pursuant to the allocation of liability in Section 5 of these General Conditions.

4.5 In the event any cleanup, response, removal or remediation of any environmental condition on the Joint Trackage is necessary (collectively, a "**Response Action**"), neither party shall be entitled to any damages, actual or consequential, by reason of the Response Action's interference with the other party's use of the Joint Trackage. Owner and its contractors shall have full, unrestricted and unconditional access to the Joint Trackage for the purpose of completing or engaging in a Response Action for which Owner has any responsibility or, at Owner's option, a Response Action which Owner has undertaken should User fail to diligently pursue and complete such Response Action to the satisfaction of Owner; *provided*, however, that any Response Action (i) shall be undertaken and completed pursuant to a work plan (including a schedule) submitted to the other party for its review and, in the case of Owner, approval, and (ii) shall not unreasonably, in terms of duration or otherwise, restrict the other party's use of the Joint Trackage. Either party's completion of the other party's obligations hereunder shall not be

deemed a waiver of such obligations under the Agreement. Owner shall have the right, but not the obligation, to conduct reasonable inspections of any Response Action of User and User shall provide Owner all information requested by Owner regarding any Response Action of User or any Environmental Claims for which User is responsible.

4.6 The term "**Environmental Claim**" means the direct costs of any cleanup, Response Action, removal, remediation, natural resource damage, closure and/or post-closure required by any environmental condition affecting the air, soil, surface waters, ground waters, streams, sediments and similar environmental conditions caused by, resulting from, arising out of, or occurring in connection with this Agreement.

4.7 The liability and indemnity provisions of this Section 4 shall continue in full force and effect regardless of whether this Agreement is terminated pursuant to any other provision, or the Joint Trackage is abandoned and vacated by User.

4.8 The total cost of clearing a Derailment or other Incident, cleaning up any Hazardous Materials released during such Derailment or Incident, and repairing the Joint Tracks or any other property damaged thereby shall be borne by the party or parties liable therefor pursuant to the allocation of liability in Section 5 of these General Conditions.

Section 5. LIABILITY

5.1 The responsibility and liability as between the parties for: (i) any personal injury or death of any person (including employees of the parties and third parties), (ii) any real or personal property damage (including property of the parties and any third person), (iii) any damage or destruction to the environment (including land, air, water, wildlife and vegetation), and (iv) all cleanup and remedial expenses, court costs, litigation expenses and attorney's fees resulting from the use of the Joint Trackage by the parties to this Agreement or by third party users, all of which are collectively referred to as a "**Loss**", will be divided as follows:

(a) If a Loss results from the use of the Joint Trackage solely by the Equipment of only one of the parties to this Agreement without the involvement of any Equipment of the other party, then the party whose Equipment is involved shall be solely responsible for the Loss, even if caused partially or completely by the other party.

(b) If a Loss results from the use of the Joint Trackage by both Owner and User and involves the Equipment of both parties, then: (i) each of Owner and User shall be solely responsible for any Loss to its own employees and Equipment in its own account (including lading) and (ii) Owner and User shall each be responsible for one-half of any Loss to the Joint Trackage and Loss sustained by third parties, regardless of the proportional responsibility between or among them as to the cause of the Loss.

(c) If a Loss results from the use of the Joint Trackage by both User and a third party user of the Joint Trackage that is not a party to this Agreement, and involves the Equipment of both User and such third party user, then the responsibility of User and such third party user for the Loss shall be allocated in the manner specified in subsection (b), with the third party user being considered as Owner for the purpose of allocating such Loss. Owner shall be responsible for, and shall indemnify, defend, and hold harmless User from and against, all Loss allocated to a third party user in accordance with subsection 5(b).

(d) Notwithstanding any provision of this Section 5 to the contrary, each Party shall assume and bear all responsibility for any Loss or Damage is that is directly or proximately caused by acts or omissions of any of its employees while under the influence of drugs or alcohol.

(e) Whenever any liability, cost, or expense is assumed by or allocated to any party to this Agreement pursuant to this Section 5, that party shall forever protect, defend, indemnify, and save harmless the other party to this Agreement and its subsidiaries and affiliates, and all of its and their respective directors, officers, agents, and employees from and against that liability, cost, and expense assumed by that party or apportioned to it, regardless of whether caused in whole or in part by the fault, failure, negligence, misconduct, nonfeasance or misfeasance of the indemnitee or its directors, officers, agents or employees. Notwithstanding any provision to the contrary herein, no obligations of indemnity of either party shall apply with respect to punitive or exemplary damages to the extent arising from the conduct of the party to be otherwise indemnified hereunder.

(f) In every case of death or injury suffered by an employee of any party to this Agreement, when compensation to such employee or employee's dependents is required to be paid under any workmen's compensation, occupational disease, employer's liability, or other law, and either of said parties under the provisions of this Agreement is required to pay said compensation, if such compensation is required to be paid in installments over a period of time, such party shall not be released from paying any future installments by reason of the expiration or other termination of this Agreement prior to any of the respective dates upon which any such future installments are to be paid.

(f) For purposes of determining liability, pilots furnished by Owner to User pursuant to this Agreement shall be considered as the employees of User while such employees are on board or getting on or off trains of User .

(g) If any suit or action shall be brought against any party for damages which under the provisions of the Agreement are in whole or in part the responsibility of the other party, said other party shall be notified in writing by the party sued, and the party so

notified shall have the right and be obligated to take part in the defense of such suit and shall pay its allocated share of the judgment and cost, expense and attorneys' fees incurred in such suit as determined pursuant to this Section 5.

(h) In the event of a Loss involving lading, the parties to this Agreement shall be bound by the Freight Claim Rules, Principles, and Practices of the Association of American Railroads (AAR) as to the handling of any claims for the loss or damage to lading, except to the extent expressly provided otherwise herein.

5.2 Notwithstanding any provision to the contrary herein, the obligation of a party to indemnify the other party pursuant to this Section 5 shall not include any obligation to indemnify such other party for punitive or exemplary damages to the extent arising from conduct of such indemnified party.

Section 6. ARBITRATION

6.1 If at any time a question or controversy shall arise between the parties hereto in connection with the Agreement upon which the parties cannot agree, then, upon the written request of either party setting forth the issue in dispute, such question or controversy shall be submitted to arbitration. If the parties involved in such dispute are able to agree upon a single arbitrator experienced in matters of the character in dispute within thirty (30) days after the party desiring such arbitration (the "**Demanding Party**") shall notify in writing the other party to such dispute (the "**Noticed Party**"), such dispute shall be submitted to such single arbitrator. Otherwise, the Demanding Party shall appoint an arbitrator and notify the Noticed Party in writing of such appointment. Within twenty (20) days after receipt of said notice, the Noticed Party shall appoint an arbitrator and notify the Demanding Party in writing of such appointment. Should the Noticed Party fail within twenty (20) days after receipt of such notice to name its arbitrator, the arbitrator for the Demanding Party shall select one for the Noticed Party so failing and, if they cannot agree, said arbitrator may be appointed by the Chief Judge (or acting Chief Judge) of the United States District Court for the District in which the headquarters office of the Demanding Party is located upon application by either party after ten (10) days' written notice to the other party. The arbitrators so chosen, if an even number, shall select a third arbitrator to complete the panel. If they fail to agree upon a third arbitrator, the third arbitrator shall, upon application of any party, be appointed by said judge in the manner heretofore stated.

Upon selection of the arbitrator(s), said arbitrator(s) shall with reasonable diligence determine the questions set forth in said notice of demand for arbitration, shall give all parties reasonable notice of the time and place (which shall be at the discretion of the arbitrator(s)) of hearing evidence and argument, may take such evidence as they deem reasonable or as either party may submit with witnesses required to be sworn, and may hear arguments of counsel or others. If any arbitrator declines or fails to act, the party (or parties in the case of a single arbitrator) by whom such arbitrator was chosen or said judge shall appoint another to act in such

arbitrator's place. After considering all evidence, testimony, and arguments, said single arbitrator or the majority of said panel of arbitrators shall promptly state such decision or award in writing which shall be final, binding, and conclusive on all parties to the arbitration when delivered to them. Until the arbitrator(s) shall issue the first decision or award upon any question submitted for arbitration, performance under the Agreement shall continue in the manner and form existing prior to the rise of such question. After delivery of said first decision or award, each party shall forthwith comply with said first decision or award immediately after receiving it.

Each party to the arbitration shall pay the compensation, costs, and expenses of the arbitrator appointed in its behalf and all fees and expenses of its own witnesses, exhibits, and counsel. The compensation, costs, and expenses of the single arbitrator or the additional arbitrator in the board of arbitrators shall be paid in equal shares by all parties to the arbitration.

6.2 The books and papers of all parties, as far as they relate to any matter submitted for arbitration, shall be open to examination by the arbitrator(s).

Section 7. APPLICABLE LAW

This Agreement and any claims, disputes or controversies arising hereunder shall be governed by and construed in accordance with the laws of the state of Illinois, without giving effect to any choice or conflict of laws provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Illinois.

Section 8. GOVERNMENTAL APPROVAL; ABANDONMENT

8.1 User shall, at its own cost and expense, initiate by appropriate application or petition and thereafter diligently prosecute proceedings to obtain any required STB and Federal Communications Commission ("FCC") approval or exemption for the exercise of the trackage rights granted to User pursuant to the Agreement. Owner, 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 STB and/or FCC consent, approval, or authority. User and Owner agree to cooperate fully to procure all such necessary consent, approval, or authority.

8.2 Owner reserves the right, to the extent that Owner may lawfully do so and subject to any required STB approval or exemption, to abandon all or any part of the Joint Trackage at any time during the life of the Agreement without concurrence of User, by giving six (6) months prior written notice to User of its intention so to do; *provided*, that User shall have a right of first refusal to purchase all or such part of the Joint Trackage that Owner proposes to abandon at a price to be calculated in the manner prescribed by the STB's regulations governing Offers of Financial Assistance at 49 C.F.R. § 1152.27 or any successor regulations.

8.3 Each party shall be responsible for any labor claims of, and shall bear the cost of employee protection payable to, its own employees and the employees of companies affiliated with it, to the extent resulting from the Agreement and/or such party's operations on the Joint Trackage.

Section 9. OTHER CONSIDERATIONS

9.1 Nothing in the Agreement contained shall limit the right of Owner to admit other companies to the use of the Joint Trackage or any part thereof on such terms and conditions as are acceptable to Owner; *provided*, that the operations of such other companies shall not unduly interfere with or delay the operations of User on and along the Joint Trackage. Except as otherwise provided in Sections 2 (b) of the Agreement, User shall have no right to admit any person, firm, or corporation to the use of the Joint Trackage.

9.2 The Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors, lessees, and assigns. Neither KCSR nor ICRR may assign this Agreement, or any of its rights, interests or obligations hereunder, including by operation of law or otherwise, without the prior consent in writing of the other Party, which consent will not unreasonably be withheld, conditioned or delayed; *provided*, that either Party may assign this Agreement without the prior consent of the other Party in connection with a corporate merger, asset sale, assignment, mortgage or lease of substantially all of such Party's railroad lines and business. In connection with the sale, lease or transfer by Owner of all or a portion of the Joint Trackage, Owner shall require the purchaser, lessee or transferee of such portion (or all) of the Joint Trackage to accept assignment in writing of this Agreement with respect to, and to perform Owner's obligations under this Agreement, with respect to the portion of the Joint Trackage sold, leased or transferred.

9.3 The Agreement and each and every provision hereof is for the exclusive benefit of the parties hereto and not for the benefit of any third party. Nothing herein contained shall be taken as creating or increasing any right in any third person to recover by way of damages or otherwise against any of the parties hereto.

9.4 All notices, demands, requested, or submissions which are required or permitted to be given pursuant to the Agreement shall be given by either party to the other in writing by serving the same upon the Vice President of Operations of each company.

9.5 If any covenant or provision of the Agreement not material to the right of User to use the Joint Trackage shall be adjudged void, such adjudication shall not affect the validity, obligation, or performance of any other covenant or provision which is in itself valid. No controversy concerning any covenant or provision shall delay the performance of any other covenant or provision. Should any covenant or provision of the Agreement be adjudged void, the

parties will make such other arrangements as, under the advice of counsel, will effect the purposes and intent of the Agreement.

9.6 All Section headings are inserted for convenience only and shall not affect any construction or interpretation of the Agreement.

9.8 No term or provision of the Agreement may be changed, waived, discharged, or terminated except by an instrument in writing signed by both parties to the Agreement.

9.9 All words, terms and phrases used in the Agreement shall be construed in accordance with the generally applicable definition or meaning of such words, terms, and phrases in the railroad industry in the United States.

9.10 The Agreement is the result of mutual negotiations between the parties hereto, neither of whom shall be considered the drafter for purposes of contract construction.

9.11 Except as provided by law or by rule, order, or regulation of any court or regulatory agency with jurisdiction over the subject matter of the Agreement, or as may be necessary or appropriate for a party hereto to enforce its rights under the Agreement, all commercial information to which access is provided or obtained hereunder will be kept confidential and will not be disclosed by either Owner or User to any party other than Owner or User (as applicable), their respective affiliates, and its and their respective officers, employees, and attorneys,, without the prior written approval of the other party.

End of Exhibit “B”.

Exhibit 2C

Haulage Services Agreement

HAULAGE SERVICES AGREEMENT

THIS HAULAGE SERVICES AGREEMENT (the **"Agreement"**) is entered into as of this [●] day of [●], 20[●], by and between KANSAS CITY SOUTHERN RAILWAY COMPANY, a Delaware corporation ("**KCSR**"), and ILLINOIS CENTRAL RAILROAD COMPANY, an Illinois corporation ("**ICRR**"). KCSR and ICRR are referred to individually herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, pursuant to that certain Asset Purchase Agreement (the "**Springfield - Kansas City APA**") dated as of [●], 20[●] by and among ICRR, KCSR and Gateway Eastern Railway Company ("**GWER**"), ICRR purchased from KCSR and GWER certain lines of railroad extending between Springfield, Illinois and East St. Louis, Illinois, on the one hand, and Kansas City, Missouri, on the other hand, as more particularly described in the Springfield – Kansas City APA (the "**Subject Line**"); and

WHEREAS, in connection with the sale of the Subject Line to ICRR, KCSR desires to obtain **"Haulage Services"** (as defined in Section 2.1 below) for **"KCSR Traffic"** (as defined in Section 1.3 below) moving to and from customers, transload, intermodal and auto facilities, and interchange points on and along the Subject Line, and ICRR has agreed to provide such Haulage Services to KCSR, on the terms and subject to the conditions set forth hereinafter;

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1.
DEFINITIONS

1.1 **"Railcars"** shall mean and include each loaded or empty railroad freight car, caboose or similar equipment tendered by KCSR for handling by ICRR pursuant to this Agreement. For articulated cars, each platform or well shall be counted as one Railcar. Railcars shall also include a locomotive moving under waybill (but not a locomotive furnished by KCSR for the transportation of Haulage Cars over the Haulage Route).

1.2 **"Haulage Route"** shall mean and include (i) the Subject Line and all side tracks, spur tracks, industry tracks (whether owned by ICRR or a customer), yard and terminal facilities, rights-of-way and appurtenances and support facilities thereof, (ii) all changes and/or additions and betterments thereto as are used now or in the future for the handling of Haulage Cars by ICRR pursuant to this Agreement, and (iii) the joint agency facility at Knoche Yard in Kansas City (for purposes of delivering Haulage Cars to, and receiving Haulage Cars from, KCS at Kansas City.

1.3 **"KCSR Traffic"** shall mean Railcars moving in the revenue account of KCSR, Canadian Pacific Railway Company ("**CP**") and their respective U.S. rail carrier affiliates.

1.4 **"Haulage Cars"** shall mean KCSR Traffic tendered for handling by ICRR pursuant to this Agreement. Haulage Cars may include:

(1) Railcars originating or terminating at any (a) customer facility, (b) industry, team or house track, and (c) transload, intermodal or auto facility (except to any such facility that is owned or operated by ICRR or an affiliate of ICRR) , in each case located at any point on and along the Haulage Route during the Term of this Agreement.

(2) Railcars tendered by KCSR for interchange with any third party railroad at any location where the lines of such railroad connect with the Haulage Route.

1.5 **"Haulage Services"** shall have the meaning set forth in Section 2 of this Agreement.

SECTION 2.
HAULAGE SERVICES

2.1 ICRR hereby agrees to provide, upon request by KCSR, the following **"Haulage Services,"** on the terms and subject to the conditions set forth in this Agreement:

(i) line haul transportation of Haulage Cars to, from and between points on and along the Haulage Route;

(ii) pick up, delivery, switching, spotting and placement of Haulage Cars at customer facilities, on industry, team or house tracks, and at transload, intermodal or automotive facilities, in each case, as directed by KCSR and/or the subject customer or facility operator;

(iii) the receipt of Haulage Cars tendered by KCSR, and the placement of Haulage Cars delivered to KCSR, on the designated tracks at the joint agency facility at Knoche Yard in Kansas City, Missouri;

(iv) the placement of Haulage Cars tendered by KCSR for interchange to any third party railroad, and the receipt of Haulage Cars delivered by any third party railroad for interchange to KCSR, in each case on the designated interchange tracks at locations where the lines of such third party railroad connect with the Haulage Route;

(v) movement of bad order equipment to or from repair tracks on ICRR's lines; *provided,* however, that KCSR will be billed separately for repairs to such equipment performed by ICRR pursuant to Section 3.6 of this Agreement;

(vi) such mechanical or other inspections of Haulage Cars as may be required by applicable laws or regulations or by ICRR's operating practices; and

(vii) provision of supervision as required.

2.2 Haulage Cars shall be blocked by KCSR or ICRR (as applicable) prior to movement on and along the Haulage Route in the manner set forth in Exhibit 1 to this Agreement.

2.3 ICRR shall provide Haulage Cars substantially the same types and levels of service for the protection of freight (such as inspections, load shifting and security) as ICRR does for other traffic moving in ICRR trains.

2.4 For (i) any intact train consisting of 75 or more Haulage Cars of the same commodity ("**Unit Train**") and (ii) any train (regardless of commodity) that is 8,000 feet or longer, in each case tendered by KCSR for handling by ICRR over the Haulage Route, KCSR shall, at its expense, provide a sufficient number of PTC-equipped locomotives to enable movement of such Unit train on and along the Haulage Route at the rated track speed.

2.5 If ICRR, in its reasonable judgment, is required to construct or install additional main line track, siding capacity, spur or lead track to serve new online industries, or other infrastructure (collectively, "Capacity Improvements") on any portion of the Haulage Route as a result of (i) an increase in the volume of Haulage Cars, (ii) an increase in the frequency of Haulage Services set forth in Section 4.2, or (iii) a request by KCSR that ICRR provide Haulage Services in addition to those set forth in Section 2.1, and such Capacity Improvements are not required in connection with ICRR's own traffic or operations over the Haulage Route, KCSR shall be responsible for all costs associated with the construction, installation and maintenance of such Capacity Improvements.

SECTION 3.
MANAGEMENT AND OPERATION

3.1 ICRR shall deliver Haulage Cars to, and shall receive Haulage Cars from, KCSR (i) at the joint agency facility at Knoche Yard in Kansas City, Missouri on such track(s) as shall be designated from time to time by the designated operating officers in

charge of operations at Kansas City, Missouri, and (ii) at transload, intermodal or auto facilities served by ICRR (except any such facility that is owned or operated by ICRR or an affiliate of ICRR) at any point on and along the Haulage Route. KCSR and ICRR shall at all times be subject to the direction and control of the ICRR or KCSR (as applicable) operating officer in charge of such tracks and facilities, and to all applicable provisions of ICRR's or KCSR's (as applicable) safety and operating rules, while operating on the other carrier's tracks and facilities.

3.2 KCSR and ICRR each shall provide, via EDI transmission (or by such other means as may be mutually agreed by the Parties), information necessary for the efficient interchange and movement of Haulage Cars that are delivered or received at Kansas City, Missouri, and at customer facilities, transload, intermodal or auto facilities or interchange locations on and along the Haulage Route. Such information shall include, for each Haulage Car:

(1) Car initial and number.

(2) Loaded or empty.

(3) Commodity.

(4) All required hazardous materials information.

(5) Such other information as the Parties may agree is necessary or convenient for the safe and efficient exchange and further movement of such cars, to support efficient car management and to support their respective customer service functions.

3.3 Haulage Cars shall be considered as physically delivered by KCSR to ICRR:

(1) at Kansas City, Missouri when those Haulage Cars have been placed by KCSR on the designated track(s) at Knoche Yard and the KCSR locomotive(s) are uncoupled from those Haulage Cars or, for trains

operating with run-through power, when the KCSR crew disembarks the train.

(2) at a customer facility, transload, intermodal or auto facility or interchange location on or along the Haulage Route when the ICRR locomotive(s) are coupled to those Haulage Cars or the ICRR crew embarks the train.

In each case, the physical delivery of Haulage Cars shall be preceded by the delivery of the car movement information specified in Section 3.2 of this Agreement.

3.4 Haulage Cars shall be considered as physically delivered by ICRR to KCSR:

(1) at Kansas City, Missouri when those Haulage Cars have been placed by ICRR on the designated track(s) at Knoche Yard and the ICRR locomotive(s) are uncoupled from those Haulage Cars or, for trains operating with run-through power, when the ICRR crew disembarks the train.

(2) at a customer facility, transload, intermodal or auto facility or interchange location on or along the Haulage Route when the ICRR locomotive(s) are uncoupled from those Haulage Cars or the ICRR crew disembarks the train.

In each case, the physical delivery of Haulage Cars shall be preceded by the delivery of the car movement information specified in Section 3.2 of this Agreement.

3.5 ICRR shall have exclusive management and control over the movement of trains containing Haulage Cars while on ICRR's rail lines.

3.6 ICRR may arrange for repairs to Haulage Cars, and adjustments to or transfers of lading from bad ordered, defective or overloaded Haulage Cars, in accordance with the Field and Office Manuals of the Interchange Rules of the Association of American Railroads ("AAR"), as may be necessary to move such Haulage Cars safely on or along the Haulage Route. KCSR shall reimburse ICRR for the cost of such work at rates prescribed in, and submitted pursuant to, the AAR Interchange Rules. KCSR shall also pay to ICRR

the switch fee set forth on Schedule 6.1 for each of (i) removing the car from the train and (ii) picking up the car after repairs are made and placing it in a train for further movement.

3.7 KCSR shall permit ICRR to tie up, fuel and service its locomotives and Equipment (as defined in Section 7.1), at no charge, on such track(s) at Knoche Yard in Kansas City, Missouri as shall be designated from time to time by KCSR's dispatcher or other designated operating officer in charge of operations at Knoche Yard; *provided*, however, that ICRR shall do so at its sole risk and expense.

SECTION 4.
SERVICE STANDARDS

4.1 ICRR shall accord Haulage Cars the same level of service as other traffic of the same type moving in ICRR trains.

4.2 ICRR will, upon request by KCSR, provide Haulage Services at least [●] days per week, in each direction, subject to weather conditions and the availability of sufficient Haulage Cars to warrant such frequency of service. The Parties shall cooperate to establish (and to adjust as necessary from time to time) mutually beneficial train service schedules. ICRR shall make commercially reasonable efforts to provide Haulage Services in accordance with the schedules agreed to by the Parties.

SECTION 5.
CAR ACCOUNTING AND CAR HIRE

5.1 ICRR shall not be entitled to any line haul revenue for the handling of Haulage Cars, nor shall ICRR participate in the routing of, nor appear in tariffs, waybills or other shipping documents (other than transportation routing documents) as a participating carrier in connection with, the movement of Haulage Cars. ICRR shall be entitled to collect all applicable accessorial charges set forth in ICRR tariffs including, but not limited to,

demurrage, storage and other car-related charges from customers served (or accessed) by ICRR to which Haulage Cars are originated or delivered.

5.2 Haulage Cars shall at all times remain in the car hire account of KCSR while moving on or along the Haulage Route, while awaiting interchange with KCSR or a third party railroad, and while located at customer facilities, industry, team or house tracks and transload, intermodal or auto facilities on and along the Haulage Route. KCSR shall report and pay, or arrange to have reported and paid, directly to the owner(s) of such Haulage Cars, all appropriate allowances and charges for the time period(s) during which such Haulage Cars are moving on or along the Haulage Route, awaiting interchange with KCSR or a third party railroad, and located at customer facilities, industry, team or house tracks and transload, intermodal or auto facilities on and along the Haulage Route. If a Haulage Car is at any time found to be in the car hire account of ICRR, ICRR shall be entitled to reclaim from KCSR any car hire assessed to ICRR with respect to such Haulage Car.

SECTION 6.
COMPENSATION

6.1 KCSR shall pay to ICRR as compensation for Haulage Services provided with respect to Haulage Cars the fees set forth in Schedule 6.1 attached to this Agreement (the **"Haulage Fees"**). The Haulage Fees set forth in Schedule 6.1 shall include (i) fuel and fuel surcharge (set forth in ICRR Fuel Surcharge Tariff Number [●], as amended from time to time) and (ii) all applicable ICRR switching charges for access to customer facilities.

6.2 The Haulage Fees set forth in Schedule 6.1 of this Agreement shall be adjusted annually beginning on the 1st day of April, 202[●] to reflect 100 percent of increase or decrease in the cost of labor and material, excluding fuel, as reflected in Table A, Annual Indices of Charge-Out Prices and Wage Rates (1977=100), Series RCR, included in

"AAR Railroad Cost Indexes" and supplements thereto, issued by the Association of American Railroads ("**AAR**"). In making such determination, the final "Material prices, wage rates and supplements combined (including fuel) " index for the East District shall be used. The Haulage Fees shall be revised by calculating the percentage of increase or decrease for the year to be revised based on the final index of the most recently completed calendar year as related to the final index of the calendar year prior to the most recently completed calendar year; and applying that percentage of increase or decrease to the current Haulage Fees to be escalated.

By way of example, assuming "A" to be the "Material prices, wage rates and supplements combined (including fuel) " final index figure for the calendar year (202[●]) ; "B" to be the "Material prices, wage rates and supplements combined (including fuel)" final index figure for the calendar year (202[●]); and "C" to be the current Haulage Fees to be escalated; the revised Haulage Fees would be determined by the following formula:

B/A x C = Revised Haulage Fee, Rounded to Nearest Whole Cent (5 Mills or More Rounds to Next Cent);

provided, however, that under no circumstances shall the Haulage Fees ever be less than the Haulage Fees set forth in Schedule 6.1.

6.3 In the event the base for the Annual Indexes of Charge-Out Prices and Wage Rates issued by the AAR shall be changed from the year 1977, appropriate revision shall be made. If the AAR or any successor organization discontinues publication of the Annual Indices of Charge-Out Prices and Wage Rates, an appropriate substitute index for determining the percentage of increase or decrease shall be negotiated by the Parties. In the

absence of agreement, the Parties shall submit the matter to binding arbitration pursuant to the procedures set forth in Section 12 of this Agreement.

6.4 No later than the 15th day of each month, KCSR shall submit to ICRR a list of all Haulage Cars handled by ICRR during the prior month. ICRR shall then prepare and deliver to KCSR an invoice (the **"Haulage Invoice"**), computed in accordance with the Haulage Fees set forth in Schedule 6.1 (as adjusted pursuant to Section 6.3), for Haulage Services provided during the prior calendar month. KCSR shall make payment to ICRR within fifteen (15) days after the date of each Haulage Invoice.

6.5 Any dispute regarding the amount of a Haulage Invoice shall be reconciled between KCSR and ICRR, and any adjustment resulting from such reconciliation shall be reflected in a subsequent Haulage Invoice. If KCSR disputes any portion of a Haulage Invoice, it shall nevertheless pay the undisputed portion of such Haulage Invoice. No exception to any Haulage Invoice shall be honored, recognized, or considered if tendered to ICRR after the expiration of three (3) years from the last day of the calendar month during which such Haulage Invoice was delivered, and no Haulage Invoice shall be issued by ICRR later than three (3) years (i) after the last day of the calendar month in which the Haulage Services covered thereby were provided by ICRR to KCSR, or (ii) in the case of claims disputed as to amount or liability, after the amount is settled and/or the liability(ies) established.

6.6 KCSR and ICRR each shall have the right, at its own expense, to audit the records of the other Party pertaining to Haulage Services provided under this Agreement at any time within one (1) year of the date of the relevant Haulage Invoice. All such audits shall be conducted at reasonable intervals (not to exceed once every twelve (12) months),

locations and times. Each Party agrees that, except as permitted by Section 14, all information disclosed to it or its representatives in connection with such an audit will be held in strictest confidence and will not be disclosed to any third party (other than to an arbitrator in connection with an arbitration conducted pursuant to Section 12 of this Agreement, or as required by applicable law). Any adjustment resulting from an audit conducted pursuant to this Section 6.6 with respect to which KCSR and ICRR are in concurrence shall be reflected in a subsequent Haulage Invoice.

SECTION 7.
LIABILITY

As between the Parties hereto, responsibility for any loss or destruction of, or damage to, any property whatsoever (including without limitation Cars and Equipment, as defined in Section 7.1), damage to or destruction of the environment (including without limitation land, air, water, wildlife and vegetation), and any injury to or death of any person or persons whomever (including without limitation employees of ICRR and KCSR), resulting from, arising out of, incidental to or occurring in connection with this Agreement and the Haulage Services contemplated hereby (collectively, **"Loss or Damage"**), shall be allocated as follows, without regard to considerations of fault or negligence (except as otherwise provided in Sections 7.4 and 7.5 hereof).

7.1 For purposes of this Section 7, the following words shall have the meanings set forth in this Section 7.1:

(1) "**Cars**" shall mean loaded and empty freight cars, trailers and containers (including lading).

(2) "**Equipment**" shall mean locomotives, cabooses, hi-rail vehicles, track inspection equipment and other non-revenue vehicles and machinery capable of being operated on railroad tracks that, at the time of an

occurrence, (i) are being operated on the trackage upon which such occurrence takes place, or (ii) are on the trackage upon which such occurrence takes place, or on the adjoining right-of-way, for the purpose of maintenance or repair thereof or the clearing of wrecks thereon.

7.2 Whenever Loss or Damage occurs with one or more KCSR and/or ICRR trains being involved, and one or more of such trains contains Haulage Cars, then the responsibility of the Parties, as between themselves, for such Loss or Damage shall be determined as follows:

(1) KCSR shall assume and bear all liability for Loss or Damage to (i) all Haulage Cars (including lading) moving in such KCSR and ICRR train(s), (ii) all other Cars and Equipment (including lading) moving in such KCSR train(s) and (iii) for any injury to, or death of, any KCSR employee(s);

(2) ICRR shall assume and bear all liability for Loss or Damage to (i) Cars and Equipment other than Haulage Cars (including lading) moving in such ICRR train(s), (ii) ICRR Locomotives and Equipment tied up, fueled or serviced on KCSR track and/or Knoche Yard pursuant to Section 3.7 of this Agreement, and (iii) for any injury to, or death of, any ICRR employee(s).

(3) Any other Loss or Damage, including without limitation Loss or Damage to trackage or to property, to the environment, and any injury to or death of any other person or persons, so occurring shall be allocated between ICRR and KCSR in proportion to the number of Haulage Cars and other KCSR Cars and Equipment, on the one hand, and the number of ICRR Cars and Equipment, on the other hand, moving in such trains.

7.3 For purposes of determining responsibility for Loss and Damage as between the Parties hereto pursuant to this Section 7, (i) any Cars or Equipment of any railroad not a party to this Agreement and moving in a ICRR train shall be deemed to be Cars or Equipment of ICRR, and (ii) any Cars or Equipment of any railroad not a party to this Agreement and moving in a KCSR train shall be deemed to be Cars or Equipment of KCSR.

7.4 Notwithstanding any provision of this Section 7 to the contrary, each Party shall assume and bear all responsibility for any Loss or Damage is that is directly or

proximately caused by acts or omissions of any of its employees while under the influence of drugs or alcohol.

7.5 Whenever circumstances require wrecking service or wrecking train service on the lines of KCSR or at Knoche Yard in connection with the subject of this Agreement, KCSR shall arrange for such services to be performed as promptly as reasonably possible, and the cost thereof shall be allocated as between the Parties in accordance with the terms of this Section 7. Whenever circumstances require wrecking service or wrecking train service on ICRR's lines in connection with the subject of this Agreement, ICRR shall arrange for such services to be performed as promptly as reasonably possible, and the cost thereof shall be allocated as between the Parties in accordance with the terms of this Section 7.

7.6 If any suit or action shall be brought against either Party for Loss or Damage which under the provisions of this Agreement is in whole or in part the responsibility of the other Party, said responsible Party shall be notified in writing by the Party sued, and the Party so notified shall have the right and be obligated to take part in the defense of such suit and shall pay its share of the judgment and the costs and expense incurred in such suit in accordance with the terms of this Section 7.

7.7 In every case of death or injury suffered by an employee of ICRR or KCSR, when compensation to such employee or employee's dependents is required to be paid under any present or future state or federal worker's compensation, occupational disease, employers' liability or other law, and a Party is required under provisions of this Agreement to pay some or all of such compensation in installments over a period of time, said Party shall not be released from paying any such future installment(s) by reason of the expiration

or other termination of this Agreement prior to any of the respective date(s) upon which any such future installments are to be paid.

7.8 Whenever any liability, cost or expense is assumed by or the responsibility of a Party under this Section 7, that Party shall (i) forever protect, defend, indemnify and save harmless the other Party, its parent corporations, subsidiaries and affiliates, and their respective directors, officers, agents, and employees from and against that liability, cost and expense, regardless of whether such liability, cost and expense was caused in whole or in part by the fault, failure, negligence, misconduct, malfeasance or misfeasance of the indemnitees, their parent corporations, subsidiaries and affiliates, or their respective directors, officers, agents or employees, and (ii) defend such indemnitees, their parent corporations, subsidiaries and affiliates, and their respective directors, officers, agents or employees against such claims with counsel selected by the responsible Party and reasonably acceptable to the indemnified Party..

7.9 As between KCSR and ICRR, responsibility for investigating, adjusting and defending cargo related claims filed in accordance with 49 U.S.C. Section 11706 or 49 C.F.R. Section 1005 (or any applicable Canadian or Mexican law or regulation), or in accordance with any applicable transportation contract filed pursuant to 49 U.S.C. Section 10709 (or any applicable Canadian or Mexican law or regulation) shall be allocated between KCSR and ICRR in the manner set forth in Section 7.2, Section 7.3 and Section 7.4.

7.10 All costs and expenses in connection with the investigation, adjustment and defense of any claim or suit (other than cargo-related claims made against a Party by a customer of such Party) under this Agreement shall be included as costs and expenses in

applying the liability provisions of this Section 7; *provided*, however, that salaries or wages of full-time agents, full-time attorneys and other full-time employees of a Party engaged directly or indirectly in such work shall be borne by such Party.

7.12 No Party shall settle or compromise any claim, demand, suit or cause of action (other than a cargo-related claim filed with it in accordance with 49 U.S.C. Section 11706 or 49 C.F.R. Section 1005, in accordance with any applicable transportation contract filed pursuant to 49 U.S.C. Section 10709, or in accordance with any applicable Canadian or Mexican law or regulation) for which the other Party has any liability under this Agreement without the written concurrence of such other Party.

SECTION 8.
COMPLIANCE WITH LAW

8.1 KCSR and ICRR each shall comply with all applicable federal, state and local laws, rules, regulations and orders promulgated by any government or governmental agency that relate to the loading, handling, movement, inspection, repair and maintenance of Haulage Cars. If any fine, penalty, cost or charge is imposed or assessed on or against a Party hereto by reason of the other Party's failure to comply with any such laws, rules, regulations or orders, such non-complying Party shall reimburse and indemnify the other Party for or on account of any such fine, penalty, cost, or charge, and all expenses and attorney's fees incurred in connection therewith, and, to the extent feasible, such non-complying Party shall defend the interests of that other Party in any related legal proceeding free of cost, charge or expense to such other Party.

SECTION 9.
TERM

9.1 This Agreement shall become effective (the **"Effective Date"**) on the later of (i) the date upon which KCSR and ICRR consummate the line sale transaction contemplated by the Springfield -Kansas City APA, and (ii) such other date as the Parties may agree in writing.

9.2 This Agreement shall remain in effect for an initial term of thirty (30) years (the **"Initial Term"**). Upon expiration of the Initial Term, this Agreement shall automatically renew for five (5) successive terms of ten (10) years (each a **"Renewal Term"**); *provided*, that KCSR and ICRR each shall have the right to request renegotiation of the Haulage Fees set forth in Schedule 6.1 (as adjusted pursuant to Section 6.3 of this Agreement) by providing written notice to the other Party no less than one calendar year prior to the expiration of the Initial Term or a Renewal Term (as applicable); and *provided further*, that the Party seeking an adjustment to the Haulage Fee(s) shall demonstrate that the then-current Haulage Fee(s) is/are unreasonable in light of unforeseen circumstances or otherwise imposes undue economic hardship on such Party. If the Parties are unable to agree upon the adjustment (if any) to be made to the Haulage Fee(s), the matter shall be submitted to binding arbitration pursuant to the procedures set forth in Section 12 of this Agreement.

9.3 Termination of this Agreement shall not relieve or release any Party hereto from any obligation assumed or from any liability which may have arisen or been incurred by that Party under the terms of this Agreement prior to such termination. Upon expiration or termination of this Agreement, all obligations (including, without limitation, obligations to remit fees and obligations of indemnity) arising or accruing prior to such termination or

expiration and all provisions of this Agreement necessary to enforce and resolve same shall survive and remain enforceable.

SECTION 10.
FORCE MAJEURE

10.1 The obligations, other than payment obligations, of the Parties to this Agreement shall be subject to force majeure, including (including strikes, riots, weather or floods, explosion, accidents, Acts of God, acts of war or terrorism, pandemic, and other causes or circumstances beyond the control of the Party invoking such force majeure as an excuse for nonperformance), but only for as long as, and to the extent that, such force majeure shall reasonably prevent performance of such obligations by the affected Party; *provided*, that the Party experiencing such force majeure or promptly gives to the other Party prompt notice in writing of such force majeure. In the event that an event of force majeure impairs a Party's ability to fulfill its obligations to the other Party under this Agreement, said Party shall take reasonable measures to restore performance of its obligations in a timely manner.

SECTION 11.
SUCCESSORS AND ASSIGNS

11.1 This Agreement shall inure to the benefit of and be binding upon each of the Parties and their respective successors and permitted assigns.

11.2 Except as otherwise provided in Section 11.3, neither KCSR nor ICRR may assign this Agreement, or any of its rights, interests or obligations hereunder, including by operation of law or otherwise, without the prior consent in writing of the other Party, which consent will not unreasonably be withheld, conditioned or delayed.

11.3 Notwithstanding the provisions of Section 11.2, either Party may assign this Agreement without the prior consent of the other Party in connection with a corporate merger, asset sale, assignment, mortgage or lease of substantially all of such Party's railroad lines and business. In connection with a sale, lease or transfer involving all or a portion of the Haulage Route, ICRR shall require the purchaser, lessee or transferee of such portion (or all) of the Haulage Route to accept assignment in writing of this Agreement with respect to, and to perform ICRR's obligation to provide Haulage Services for KCSR on and along, the portion of the Haulage Route sold, leased or transferred.

11.4 Assignment of this Agreement by a Party shall not transfer or extinguish any liability or obligation incurred by that Party under this Agreement prior to such assignment.

SECTION 12.
ARBITRATION

12.1 Any dispute arising between the Parties with respect to the interpretation, enforcement or breach of this Agreement shall be referred to their respective senior operating officers for resolution. In the event such officers are unable to resolve the dispute within thirty (30) days, then, upon the written request of either Party setting forth the issue in dispute, such question or controversy shall be submitted to arbitration. If the Parties involved in such dispute are able to agree upon a single arbitrator experienced in matters of the character in dispute within thirty (30) days after the Party invoking arbitration (the **"Demanding Party"**) has notified the other Party to such dispute (the **"Noticed Party"**) in writing, such dispute shall be submitted to such single arbitrator. Otherwise, the Demanding Party shall appoint an arbitrator and notify the Noticed Party in writing of such appointment. Within twenty (20) days after receipt of said notice, the Noticed Party shall appoint an arbitrator and notify the Demanding Party in writing of such appointment. Should the

Noticed Party fail within twenty (20) days after receipt of such notice to name its arbitrator, the arbitrator for the Demanding Party shall select one for the Noticed Party so failing and, if the Noticed Party does not agree with such selected arbitrator, said arbitrator may be appointed by the Chief Judge (or acting Chief Judge) of the United States District Court for the District in which the headquarters office of the Demanding Party is located upon application by any Party after ten (10) days' written notice to all other Parties. The arbitrators so chosen shall select one additional arbitrator to complete the arbitration panel. If they fail to agree upon an additional arbitrator, the same shall, upon application of any Party, be appointed by said judge in the manner heretofore stated.

12.2 Upon selection of the arbitrator(s), said arbitrator(s) shall with reasonable diligence determine the questions set forth in said notice of demand for arbitration, shall give all Parties reasonable notice of the time and place (which shall be at the discretion of the arbitrator(s)) of hearing evidence and argument, may take such evidence as they deem reasonable or as either Party may submit with witnesses required to be sworn, and may hear arguments of counsel or others. If any arbitrator declines or fails to act, the Party (or Parties in the case of a single arbitrator) by whom he was chosen or said judge shall appoint another to act in his place. After considering all evidence, testimony, and arguments, said single arbitrator or the majority of said panel of arbitrators (as applicable) shall promptly issue a decision or award in writing on the issue(s) in dispute, which shall be final, binding, and conclusive on all Parties to the arbitration when delivered to them. Until the arbitrator(s) shall issue the first decision or award upon any question or dispute submitted for arbitration, performance under the Agreement shall continue in the manner and form existing prior to

the rise of such question or dispute. After delivery of said first decision or award, each Party shall forthwith comply with said first decision or award immediately after receiving it.

12.3 Each Party to the arbitration shall pay the compensation, costs, and expenses of the arbitrator appointed in its behalf and all fees and expenses of its own witnesses, exhibits, and counsel. The compensation, costs, and expenses of the single arbitrator (or the additional arbitrator in the panel of arbitrators) shall be paid in equal shares by all Parties to the arbitration.

12.4 The books and papers of the Parties, as far as they relate to any matter submitted for arbitration, shall be open to the examination of the arbitrator(s).

SECTION 13.
NOTICE

13.1 Any notice required or permitted to be given by one Party to another Party under this Agreement (a "**Notice**") shall be in writing. Notices shall be deemed to have been given, made or delivered: (a) if delivered in person or by overnight courier service, when received; and (b) if sent by registered or certified mail return receipt requested, on the earlier of the date of receipt or the fifth day after it is mailed. Notices shall be addressed as follows:

(a) If to ICRR:

_____
_____
_____
_____
Attention: _____

with a copy to:

_____
_____

_____
Attention:

(b) If to KCSR:

_____
_____
_____
_____
_____
Attention : _____

with a copy to:

_____
_____
_____
Attention: _____

Any Party may provide notice of changes in the above addressees to the other Party by personal service or certified or registered mail.

SECTION 14.
CONFIDENTIALITY

14.1 Except as provided by law or by rule, order or regulation of any court or government agency with jurisdiction over the subject matter of this Agreement, or as may be necessary or appropriate for a Party hereto to enforce its rights under this Agreement, during the Initial Term and any Renewal Term(s), the terms and provisions of this Agreement and all information to which access is provided or which is obtained pursuant to this Agreement will be kept confidential and will not be disclosed by any Party to any person other than such Party's officers, employees, and attorneys, without the prior written approval of the other Party.

SECTION 15.
GENERAL PROVISIONS

15.1 This Agreement and each and every provision hereof is for the exclusive benefit of the Parties hereto and not for the benefit of any third person. Nothing herein contained shall be taken as creating or increasing any right of any third person to recover by way of damages or otherwise against any Party hereto.

15.2 This Agreement contains the entire understanding of the Parties hereto and supersedes any and all prior oral or written agreements or understandings between the Parties with respect to the subject matter hereof. In the event of any conflict between the terms of this Agreement and the terms of any interchange agreement, arrangement or understanding between ICRR and KCSR, the terms of this Agreement shall govern with respect to the movement, handling, delivery and transfer of Haulage Cars between the Parties.

15.3 No term or provision of this Agreement may be changed, waived, discharged or terminated except by an instrument in writing signed by all Parties.

15.4 Each definition in this Agreement includes the singular and the plural, and references in this Agreement to the neuter gender include the masculine and feminine where appropriate. References herein to any agreement or contract mean such agreement or contract as amended. As used in this Agreement, the word "including" means "without limitation", and the words "herein", "hereof" and "hereunder" refer to this Agreement as a whole. All dollar amounts stated herein are in United States currency.

15.5 All words, terms and phrases used in this Agreement, and not otherwise defined explicitly, shall be construed in accordance with the generally applicable definition or meaning of such words, terms and phrases in the railroad industry in the United States.

15.6 The division of this Agreement into sections and subsections and the insertion of headings and section numbers are for convenience of reference only, and shall not affect the construction or interpretation of this Agreement. Unless the context otherwise requires, all references to sections are to sections of this Agreement.

15.7 This Agreement is the result of mutual negotiations between the Parties hereto, neither of whom shall be considered the drafter for purposes of contract construction.

15.8 No consent or waiver, expressed or implied, by a Party of any breach or default by the other Party in the performance by such other Party of its obligations hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance hereunder by such other Party. Failure on the part of a Party to complain of any act or failure of the other Party or to declare the other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such first mentioned Party of its rights hereunder.

15.9 If any provision of this Agreement, or the application thereof to any Party hereto or to any circumstance, shall be determined by a court of competent jurisdiction to be invalid or unenforceable to any extent or for any reason, the remainder of this Agreement or the application of the provisions thereof to such Party or circumstance, other than those determined to be invalid or unenforceable, shall not be affected thereby and shall be enforced to the fullest extent permitted by law. In such event, the Parties shall promptly enter into such other agreement(s) as their respective legal counsel may deem appropriate in order to replace such invalid or unenforceable provisions in a manner that produces a result which is substantially equivalent to the terms of this Agreement in all material respects.

15.10 Nothing herein shall be interpreted as creating an association, partnership, joint venture or other joint undertaking between KCSR and ICRR.

15.11 This Agreement shall be construed in accordance with the domestic laws of the State of Illinois, without giving effect to any choice or conflict of laws provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Illinois. Any legal action or proceeding involving the interpretation or application of this Agreement or arising out of this Agreement shall be subject to the exclusive jurisdiction and venue of the courts of the State of Illinois.

15.12 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument.

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

KANSAS CITY SOUTHERN RAILWAY COMPANY

By: _____
Name:
Title:

ILLINOIS CENTRAL RAILROAD COMPANY

By: _____
Name:
Title:

SCHEDULE 6.1
HAULAGE FEES

Exhibit 2D

Assignment and Assumption Agreement

[DRAFT]
ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is dated as of the _____day of _____202___ (the "Execution Date") by and between Illinois Central Railroad Company, an Illinois corporation ("Assignee") and The Kansas City Southern Railway Company, a Missouri corporation ("Assignor"). All capitalized terms used but not otherwise defined in this Agreement shall have the meaning ascribed to such terms in the Trackage Rights Agreement between Union Pacific Railroad Company ("Owner") and Assignor dated August 5, 1997, as may be amended, attached hereto as Appendix 1 (the "TRA").

WHEREAS, pursuant to decision of the U.S. Surface Transportation Board (the "STB") dated _____ __, 202_, in Docket No. FD 34500 (Sub-Nos. 1 and 4), the STB authorized and directed the conveyance of certain of Assignor's rail lines to Assignee and the assignment of the TRA to Assignee;

WHEREAS, Assignor and Assignee wish to provide for the assignment by Assignor and the assumption by Assignee of all of Assignor's rights and obligations under the TRA to and by Assignee; and

WHEREAS, Assignee hereby accepts such assignment and assumes such rights and obligations.

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Assignment. Assignor agrees to assign to Assignee all of its rights and obligations under the TRA, effective as of the date (the "Assignment Effective Date") indicated in a written notice by Assignee to Owner and Assignor that the Assignor and Assignee have closed on the conveyance of certain of Assignor's rail lines connecting to the TRA to Assignee (the "Transaction"). This Agreement will take effect if and only if Assignee provides written notice that the Transaction has closed to Owner and Assignor within two years of the date of this agreement.

Section 2. Assumption. Assignee agrees to accept the assignment of and assume all of Assignor's rights and obligations under the TRA on the Assignment Effective Date.

Section 3. Effect of the Assignment and Assumption. All obligations and liabilities under the TRA prior to the Assignment Effective Date shall remain the obligations and

liabilities of Assignor and not Assignee. All rights, obligations and liabilities under the TRA accruing after the Assignment Effective Date shall be the rights, obligations and liabilities of Assignee and not Assignor. Assignment of the TRA shall not relieve or release Assignor or Owner from any obligation or liability which may have accrued under the terms of the TRA prior to the Assignment Effective Date.

Section 4. Further Assurances. The parties shall, from time to time, upon the reasonable request of the other party, execute and deliver all such further documents and instruments, and take all such further acts as shall be necessary or desirable to give full effect to the intent and meaning of this Agreement.

Section 5. Governing Law. The laws of the state of Missouri, excluding conflicts of law principles, shall govern the validity of this Agreement.

Section 6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 7. Successors and Assigns. This Agreement shall be binding upon and inure solely to the benefit of each party hereto and their respective successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any rights, interests, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

*****Signature Page Follows*****

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Execution Date.

ILLINOIS CENTRAL RAILROAD COMPANY

By: _____

Its:_____

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

By: _____

Its:_____

APPENDIX 1

Exhibit 4

Environmental Data

Exhibit 4A

February 28, 2022
Environmental Submission
to OEA

February 22, 2022

CONTAINS CONFIDENTIAL BUSINESS INFORMATION

By E-Filing

Danielle Gosselin
Acting Director
Office of Environmental Analysis
Surface Transportation Board
395 E Street S.W.
Washington, DC 20423

Re: *Illinois Central Railroad Company – Responsive Application – Divestiture of KCS Line Between Kansas City, Mo. and Springfield / East St. Louis, Ill.*, FD 36500 (Sub-No. 1)

Dear Ms. Gosselin,

Pursuant to the procedural schedule adopted on November 23, 2021, Illinois Central Railroad Company[1] (CN) is pleased to submit the following environmental information requested by the Surface Transportation Board (STB or Board) Office of Environmental Analysis (OEA) pursuant to our consultation discussions.

CN's responsive application will ask the Board to condition any approval of a CP-KCS merger on the divestiture to CN of the KCS lines between Kansas City, Missouri and Springfield / East

[1] Illinois Central Railroad Company is a wholly-owned indirect subsidiary of Canadian National Railway Company ("CNR"). Illinois Central Railroad Company and the other U.S. rail carrier subsidiaries of CNR report to the Board on a consolidated Class I basis under the name Grand Trunk Corporation. *See Consolidated Reporting By Commonly Controlled Railroads*, 5, S.T.B. 1050 (2001), *codified at* 49 C.F.R. § 1201(1-1)(b)(1).

St. Louis, Illinois (the Springfield Line). The total distance is approximately 395 miles. The map below shows the Springfield Line.

Map Showing Divestiture of KCS Springfield Line to CN

Executive Summary

Divestiture to CN solves the parallel line competition problem in CP/KCS merger: Divestiture is necessary because the KCS Springfield Line is parallel to CP's main line. It will provide alternative routings for traffic moving between Kansas City and Chicago, and beyond to Detroit and Eastern Canada.

CN will invest at least $250 million in improvements within three years: If the Board approves a CP-KCS merger and approves CN's responsive application, CN has committed to invest $250 million in capital improvements in the Springfield Line and CN's Gilman Subdivision. CN plans improvements in the State of Illinois and State of Missouri.

CN expects to take 80,000 trucks off the road annually with the Springfield Line: With CN's investments in the Springfield Line, CN is not merely preserving the Springfield Line as a competitive routing option, but improving it into a faster route with improved transit times. This will benefit intermodal and automotive customers. CN can move new traffic over the Springfield Lines efficiently in approximately two new trains per day. CN estimates that it can take more than 80,000 long-haul trucks off the road annually, including trucks between Kansas City and Chicago. This is a greater reduction in truck traffic than what CP/KCS have projected to achieve for their entire merger.

No customers on the Springfield Line will lose options: CN's responsive application will propose to give CP-KCS haulage rights to access customers on the Springfield Line so that no local customer will lose a rail option. CN will also propose to give CP-KCS overhead haulage rights to interchange with other carriers in East St. Louis, Illinois.

The Parallel CP and KCS Routes

CN's Responses to OEA's Preliminary Environmental Information Requests

A. Provide the following information on rail traffic where transaction-related traffic would exceed the Board's thresholds at 49 C.F.R.§ 1105.7(e)(5) (traffic levels shall be based on projections five years after the date of the anticipated year of the issuance of a final decision from the Board):

1. Identify and map by state and milepost endpoints, each rail line segment that would experience an increase in transaction-related rail traffic of at least 100 percent (as measured in gross ton miles annually) or an increase of at least eight or more trains per day in areas designated as being in attainment for the primary air pollutants regulated under the Clean Air Act ("attainment areas"). For each identified segment, specify the number of existing trains per day (or gross ton miles annually) and the number of new transaction-related trains per day (or gross ton miles annually);

For attainment areas for the primary air pollutants regulated under the Clean Air Act, CN's proposal is not projected to lead an increase in eight or more trains per day in areas designated as being in attainment. As shown in the map below, the proposed divestiture will lead to an increase of no more than 2.3 new trains per day on any segment in an attainment area. CN's proposal is projected to lead to an increase of 100% or more in transaction-related rail traffic as measured in trailing average tons annually on six segments listed below in the table.

Figure A.1-1: Map Showing Transaction-Related Train Increases on the Springfield Line

Figure A.1-2: Map Showing Transaction-Related Train Increases on CN's Gilman Subdivision

Figure A.1-3: Map Showing Transaction-Related Train Increases on Memphis Terminal

Figure A.1-4: Chart Showing Transaction-Related Train Increases and Trailing Tons for Attainment Areas

Subdivision	Line segment	Milepost	2027 Transaction-related Increase in Trains per day	2019 Base Gross Tons (000s)	2027 Transaction-related Increase in Gross Tons (000s)	2027 Percentage Transaction-related Increase in Gross Tons
KCS - Springfield	Roodhouse to Murrayville, Illinois	237.3-221.7	2.3	3,090	4,450	144%
KCS - Springfield	Murrayville to Springfield, Illinois	221.7-192.4	2.0	43	4,450	10,350%
CN - Gilman	Mt. Pulaski to Brickyard Junction, Illinois	169.0-194.8	2.0	260	4,433	1,706%
CN - Gilman	Clinton to Mt. Pulaski, Illinois	148.5-169.0	2.0	885	4,423	500%
CN - Gilman	Gibson City, to Clinton, Illinois	110.0-148.5	2.0	879	4,441	506%
CN - Gilman	Gilman, to Gibson City, Illinois	81.1-110.0	2.0	1,690	4,442	263%

The attached exhibits include a map for these six line segments (Exhibit A.1-1) and a chart detailing the trailing average tons annually and train per day information (Exhibit A.1-2).

Pursuant to our discussion and February 4, 2022 filing with STB, CN has used the gross tons for the base year of 2019 from Exhibit 14 of the Application of CP/KCS. As we identified to STB, the base year 2019 gross ton numbers from Exhibit 14 are inconsistent with the base year gross ton numbers that CP/KCS submitted to OEA.

2. Identify and map by state and milepost endpoints, each rail line segment that would experience an increase in transaction-related rail traffic of at least 50 percent (as measured in gross ton miles annually) or an increase of at least three or more trains per day in areas designated as being in nonattainment for one or more of the primary air pollutants regulated under the Clean Air Act ("nonattainment areas"). For each identified segment, specify the number of existing trains per day (or gross ton miles annually) and the number of new transaction-related trains per day (or gross ton miles annually);

As shown above, CN's proposal is not projected to result in an increase in three or more trains per day in areas designated as being in nonattainment for the primary air pollutants regulated under the Clean Air Act. CN's proposal is projected to lead to an increase of 50% or more in transaction-related rail traffic as measured in trailing gross tons annually on the following segment.

Figure A.2-1: Chart Showing Transaction-Related Train Increases and Trailing Tons for Non-Attainment Areas

Subdivision	Line segment	Milepost	2027 Transaction-related Increase in Trains per day	2019 Base Gross Tons (000s)	2027 Transaction-related Increase in Gross Tons (000s)	2027 Percentage Transaction-related Increase in Gross Tons
CN – St. Louis	Lenzburg to Freeburg	32.9-21.4	0	1,598	1,410	88%
CN – St. Louis	Freeburg to Wilderman	21.4-18.6	0	1,595	1,405	88%
CN – St. Louis	Wilderman to East St. Louis (Church)	18.6-6.2	0	1,583	1,410	89%

The attached exhibits include a map for these three line segments (Exhibit A.2-1) and a chart detailing the trailing average tons annually and train per day information (Exhibit A.1-2).

As noted above in response Number 1, CN has used the gross tons for the base year of 2019 from Exhibit 14 of the Application of CP/KCS.

3. Identify and map by state and community, each rail yard that would experience transaction-related increases in rail yard activity of at least 100 percent (measured by carload activity) or 20 percent (measured by carload activity) in attainment or nonattainment areas, respectively. For each identified rail yard, specify the existing carload activity and new transaction-related carload activity.

CN's proposal is projected to lead to an increase of at least 100% (measured by carload activity) for attainment areas or 20% (measured by carload activity) for non-attainment areas (identified in italics) in the following rail yards.

Figure A.3-1: Chart Showing Transaction-Related Increase in Carload Switching Activity in Rail Yards

Subdivision	Rail Yard	Location	Milepost	2027 Transaction-related Increase in Carload Switching Activity
KCS - Springfield	Roodhouse Yard	Roodhouse, Illinois	237.4	142%
KCS – East St. Louis Terminal	*East St. Louis Rail Yard*	*East St. Louis, Illinois*	*285*	*58%*
KCS - Pittsburg	International Freight Gateway	Grandview, Missouri	27	215%
CN - Holly	*Detroit Intermodal Yard*	*Ferndale, Michigan*	*11.1*	*32%*

The attached exhibits contain maps of the yards listed above (Exhibit A.3-1) as well as a chart of changes in carload switching activity in rail yards as a result of the divestiture (Exhibit A.3-2).

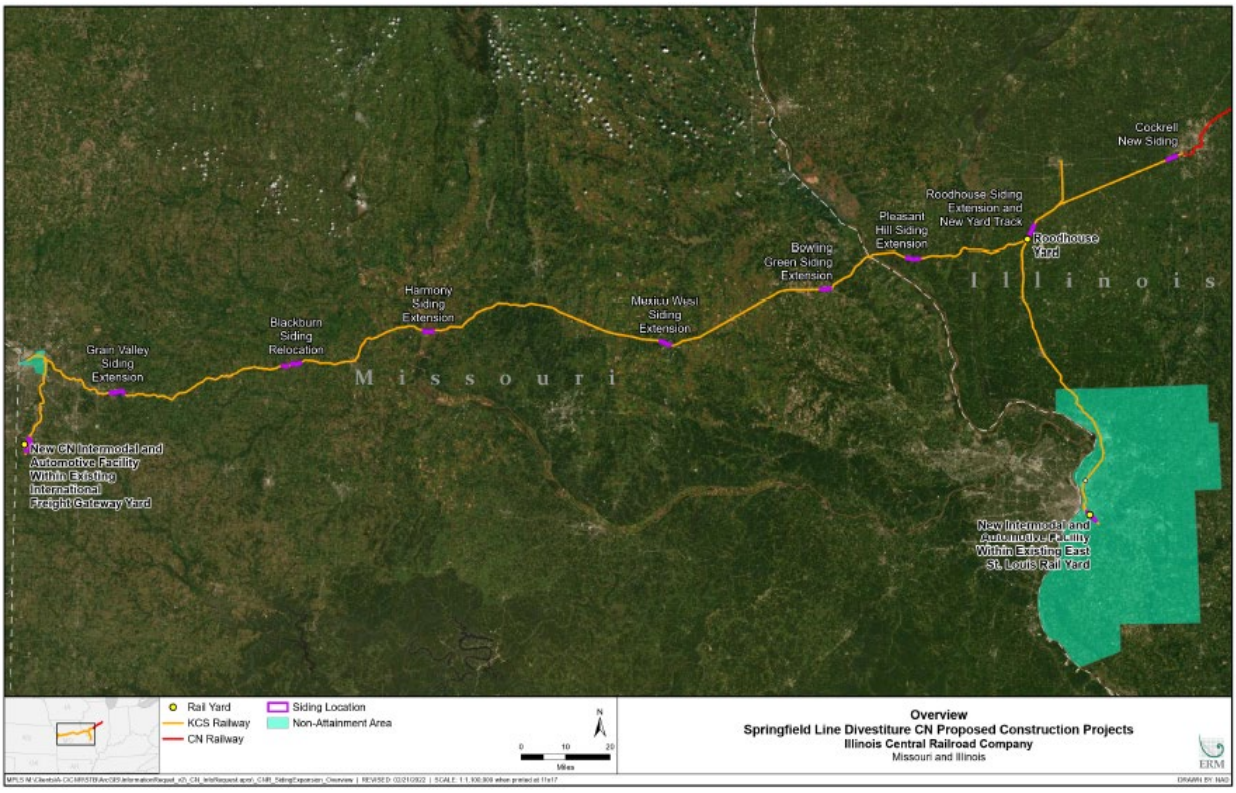
B. Identify and map by state and community, any transaction-related rail line construction including the length and endpoints of each proposed rail line.

CN is committed to improving the facilities on the Springfield Line to improve transit times to benefit customers, including intermodal and automotive shipments. CN plans to construct the following rail trackage as a result of the divestiture:

- 1 new yard track in Roodhouse, Illinois;
- 1 new siding in Cockrell, Illinois;
- 1 siding relocation near Blackburn, Missouri;

- 4 siding extensions in Missouri (Grain Valley, Harmony, Mexico, Bowling Green);
- 2 siding extensions in Illinois (Pleasant Hill and Roodhouse); and
- new intermodal/automotive terminal facilities within existing yards in East St. Louis, Illinois and Kansas City (Grandview), Missouri.

Figure B-1: CN's Proposed Transaction-Related Rail Line Construction



Maps showing the proposed rail construction segments are included as Exhibits B.1 through B.10. Further information, including the length and endpoints of each construction segment, is presented in the following table.

Figure B-2: Table Showing Transaction-Related Rail Line Construction

Location Name	County and State	Type of Construction	Track Length (feet)	Mileposts
Cockrell	Sangamon County, Illinois	New siding	10,000	192.4 - 194.5
Roodhouse	Greene and Scott Counties, Illinois	Siding extension	8,400	233.2 - 234.9
Roodhouse	Greene County, Illinois	New yard track	5,000	235.6 - 236.6
Pleasant Hill	Pike County, Illinois	Siding extension	5,800	263.0 - 264.1
Bowling Green	Pike County, Missouri	Siding extension	2,200	288.3 - 288.7
Mexico West	Audrain County, Missouri	Siding extension	5,280	327.4 - 328.4
Harmony	Saline County, Missouri	Siding extension	3,000	384.3 - 384.9
Blackburn	Saline County, Missouri	Siding relocation	10,000	417.3 - 419.3
Grain Valley	Jackson County, Missouri	Siding extension	8,900	460.8 - 462.5
East St. Louis Rail Yard	St. Clair County, Illinois	New intermodal and automotive terminal facilities in existing rail yard	5,000 (auto) 6,000 (intermodal	285
IFG Rail Yard (Grandview)	Jackson and Cass Counties, Missouri	New intermodal and automotive terminal facilities in existing rail yard	6,600 (auto) 20,000 (intermodal)	27

C. Identify and map by state, community, length, and milepost endpoints, any transaction-related rail line abandonments.

CN will not abandon any rail line segment as part of the transaction proposed in its responsive application.

D. For rail segments on which transaction-related rail traffic would exceed the Board's thresholds, and on which passenger rail traffic currently moves, identify and map by state and community, the number of passenger trains per day that currently move on each specified rail segments.

There are no rail segments that exceed the Board's transaction-related thresholds on which passenger rail traffic currently moves.

E. Identify and map by state and community, new transaction-related passenger rail traffic including trains per day and milepost endpoints of the new transaction-related passenger rail traffic. For each rail segment that would experience new transaction-related passenger rail traffic, specify the total number of freight trains (existing and new transaction-related) that would run on that same rail segment.

The transaction proposed in CN's responsive application will not include new transaction-related passenger traffic.

F. For transaction-related new rail traffic, identify and map by state and rail segments, any hazardous materials that would be moved. Furthermore, specify whether these commodities would move as components of larger trains or would move in unit train formations. In general terms, also identify the other commodities that would move with any transaction-related traffic.

CN's proposal is not projected to result in new transaction-related traffic involving hazardous material shipments. Transaction-related traffic will include primarily intermodal, automotive, and grain.

G. Under the proposed transaction, for each rail line segment or rail yard that would exceed applicable thresholds, as well as any transaction-related rail line construction and rail line abandonments, provide the following information as applicable:

1. Characterize adjacent land uses with the following designations:

• Urban commercial/residential/mixed,

• Industrial,

• Low, medium, or high density residential,

• Schools,

• Hospitals,

• Agricultural/rural,

• Forested, and

• Other open space;

2. Provide numbers, locations, and mileposts of existing and proposed public at-grade crossings; and

3. Provide maps, locations, and milepost endpoints of any existing quiet zones.

In response to Paragraph G, CN is providing information in Exhibits G.1 (Land Use), G.2 (At-Grade Crossings), and G.3 (Quiet Zones).

These exhibits include full maps for land use, public at-grade crossings, and quiet zones. We note that, for quiet zones, only the Grain Valley segment shows quiet zones in proximity on either side.

Best regards,

Peter Whitfield

Partner

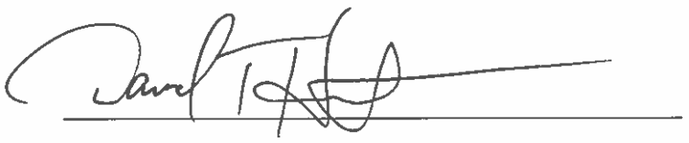
cc: Joshua Wayland, OEA
Victoria Rutson, OEA
David Naveky, OEA
Matt Warren, Sidley
Ken Mierzwa, ERM
Kathryn Gainey, CN
Stella Karnis, CN

Enclosures

Verification

I, David Hunt, declare under penalty of perjury that the foregoing information concerning estimated truck and rail diversions is true and correct.

Executed on this 22nd day of February, 2022.

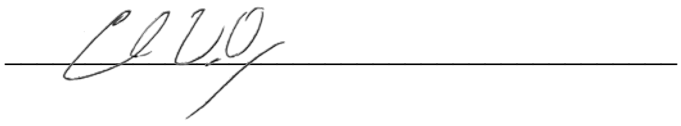


David T. Hunt

Verification

I, Carl Van Dyke, declare under penalty of perjury that the foregoing information concerning trains per day, tonnages, rail yard activity, and commodities for the Springfield Line divestiture is true and correct.

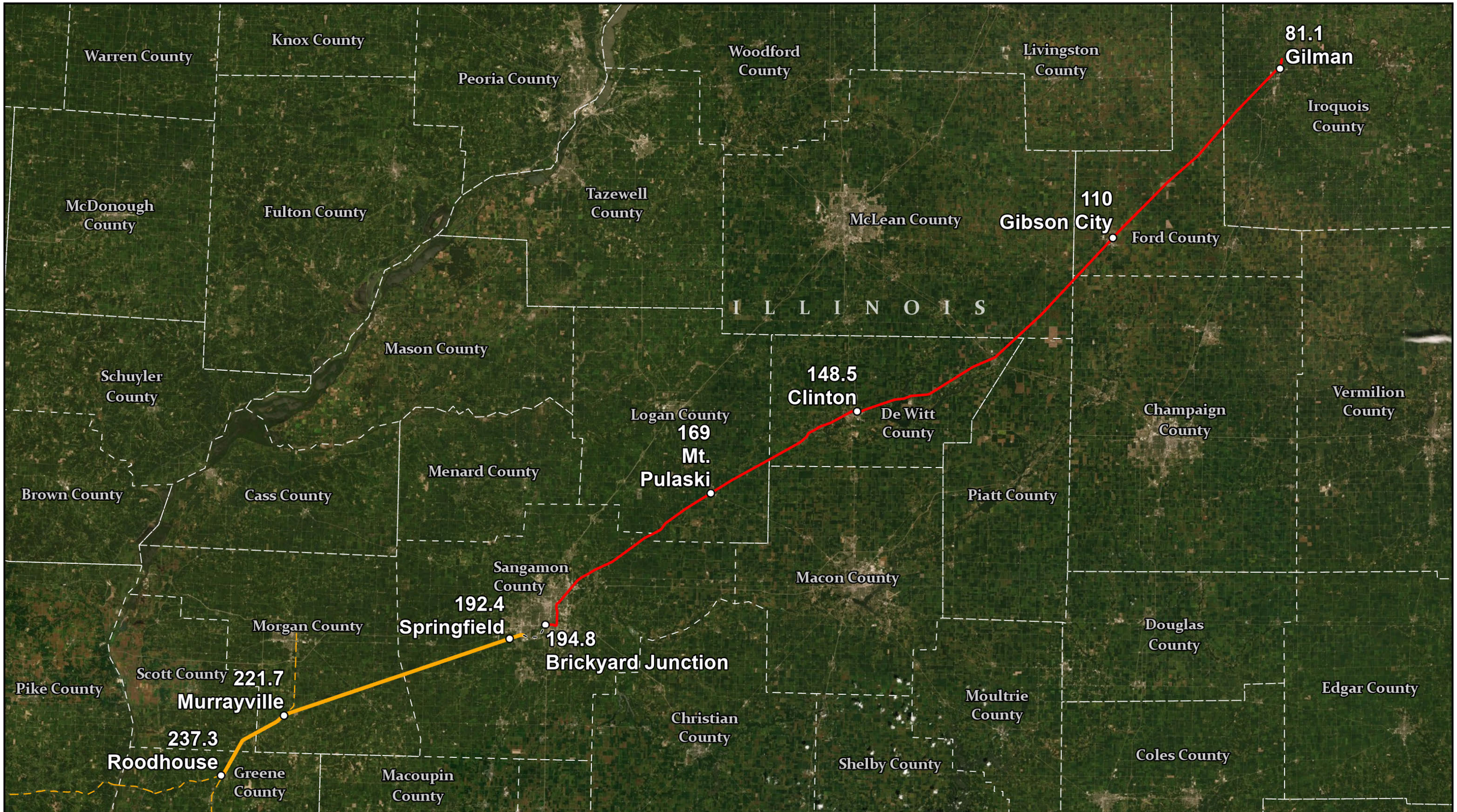
Executed on this 22nd day of February, 2022.



Carl Van Dyke

EXHIBIT A.1-1

PUBLIC VERSION



- Milepost
- CN Railway with Transaction-Related Increase Greater than 100%
- Other
- KCS Railway
- KCS Railway with Transaction-Related Increase Greater than 100%

N

0 5 10

Miles

Rail segments in attainment areas with a transaction-related increase (GTM) of greater than 100%
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Illinois

ERM

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EXHIBIT A.1-2

CN Line Segments
PUBLIC VERSION
Transaction-Related Tonnage and Train Counts

Subdivision	From Station	From SCAC	From FSAC	To Station	To SCAC	To FSAC	Route Miles	2019 Gross Tons	Post Transaction Gross Tons	Change in Gross Tons	Percent Change	Estimated Organic Growth Tonnage for Year 5	Pre-Transaction Trains Per Day	Post-Transaction Trains Per Day	Change in Trains Per Day
STLOUIS	DUQUOIN_IL	CN	58290	PINCKNEYV_IL	CN	58178	8.9	6,934,758	8,338,652	1,403,894	20%	314,036	5.1	5.1	-
STLOUIS	PINCKNEYV_IL	CN	58178	COULTERVI_IL	CN	58158	14.6	6,871,881	8,275,932	1,404,051	20%	311,674	5.1	5.1	-
STLOUIS	COULTERVI_IL	CN	58158	LENZBURG_IL	CN	58146	19.6	6,687,491	8,092,473	1,404,982	21%	304,765	3.1	3.1	-
STLOUIS	LENZBURG_IL	CN	58146	FREEBURG_IL	CN	58134	11.4	1,598,083	3,007,817	1,409,734	88%	113,275	1.7	1.7	-
STLOUIS	FREEBURG_IL	CN	58134	WILDERMAN_IL	CN	58130	4.2	1,595,164	3,004,898	1,409,734	88%	113,165	1.7	1.7	-
STLOUIS	WILDERMAN_IL	CN	58130	ESTLOUIS_IL	CN	58112	11.4	1,581,818	2,991,552	1,409,734	89%	112,663	1.7	1.7	-
GILMAN	GILMAN_IL	CN	57818	GIBCITY_IL	CN	57834	29.05	1,690,088	6,131,774	4,441,686	263%	230,924	2.3	4.3	2.0
GILMAN	GIBCITY_IL	CN	57834	CLINTON_IL	CN	57854	38.6	878,508	5,319,828	4,441,320	506%	200,346	2.0	4.0	2.0
GILMAN	CLINTON_IL	CN	57854	MTPULASKI_IL	CN	57968	21.7	885,332	5,308,454	4,423,122	500%	199,918	2.0	4.0	2.0
GILMAN	MTPULASKI_IL	CN	57968	BRIJCT_IL	CN	58026	25	259,860	4,693,232	4,433,372	1706%	176,749	0.3	2.3	2.0
MEMPHIS	MEMPHIS_TN	CN	58582	WJCT_TN	CN	58590	1	55,507,944	56,372,387	864,443	2%	2,123,001	23.4	25.4	2.0
MEMPHIS	WJCT_TN	CN	58590	MEMINTTER_TN	CN	58597	3.44	8,547,200	9,322,509	775,309	9%	351,089	7.0	9.0	2.0
CHICAGO	HOMEWOOD_IL	CN	57766	STUENKEL_IL	CN	57770	7.8	49,788,490	55,424,065	5,635,575	11%	2,087,287	29.6	31.6	2.0
CHICAGO	STUENKEL_IL	CN	57770	GILMAN_IL	CN	57818	49.55	46,623,737	51,198,764	4,575,027	10%	1,928,161	27.1	29.1	2.0
ELSDON	HARVEY_IL	CN	55952	CHIINTTER_IL	CN	55972	1.72	14,931,994	19,697,069	4,765,075	32%	741,798	11.1	13.1	2.0

Springfield Line Segments
PUBLIC VERSION
Transaction-Related Tonnage and Train Counts

Subdivision	From Station	From SCAC	From FSAC	To Station	To SCAC	To FSAC	Route Miles	2019 Gross Tons	Post Transaction Gross Tons	Change in Gross Tons	Percent Change	Estimated Organic Growth Tonnage for Year 5	Pre-Transaction Trains Per Day	Post-Transaction Trains Per Day	Change in Trains Per Day
PITTSBURG	INTFREGAT_MO	KCS	00027	AIRLINE JCT_MO	KCS		23.24	51,259,000	54,654,021	3,395,021	7%	2,986,694	13.5	14.1	0.6
MEXICO	AIRJCT_MO	KCS	00005	SLATER_MO	KCS	53930	98.6	10,376,000	14,646,034	4,270,034	41%	739,505	2.9	5.0	2.1
MEXICO	SLATER_MO	KCS	53930	MEXICO_MO	KCS	53260	67.9	8,809,000	13,087,064	4,278,064	49%	652,412	2.5	4.5	2.0
ROODHOUSE	MEXICO_MO	KCS	53260	ROODHOUSE_IL	KCS	12370	88.4	6,656,000	11,612,925	4,956,925	74%	557,900	2.5	6.0	3.4
GODFREY	ROODHOUSE_IL	KCS	12370	GODFREY_IL	KCS	22520	48.1	3,816,000	6,364,677	2,548,677	67%	308,811	1.6	4.1	2.5
EAST ST LOUIS TERMINAL[(1)]	GODFREY_IL	KCS	22520	ESTLOUIS_IL	CN	58112	32.9	7,288,400	10,257,574	2,969,174	41%	518,311	2.9	5.5	2.6
SPRINGFIELD	ROODHOUSE_IL	KCS	12370	MURRAYVIL_IL	KCS	12270	15.6	3,090,000	7,540,445	4,450,445	144%	339,942	1.7	4.0	2.3
JACKSONVILLE	MURRAYVIL_IL	KCS	12270	JACKSONVI_IL	KCS	32380	10.4	3,054,000	3,054,052	52	0%	170,331	1.4	1.7	0.3
SPRINGFIELD	MURRAYVIL_IL	KCS	12270	SPRINGFIE_IL	CN	58044	18	43,000	4,493,393	4,450,393	10350%	170,001	0.3	2.3	2.0

1) The "GODFREY_IL to ESTLOUIS_IL" segement is jointly owned and operated by Union Pacific and KCS. UP is understood to have over 50% of the traffic on this line. CP-KCS did not provide UP's base gross tons in the Application. As a conservative

* This does not include the several short branches of the KCS subsidiary Gateway Eastern in the East St. Louis Terminal for which no information was provided in the CP-KCS Application.

All Other CN Line Segements
PUBLIC VERSION
Transaciton-Related Tonnage and Train Counts

Subdivision	From Station	From SCAC	From FSAC	To Station	To SCAC	To FSAC	Route Miles	2019 Gross Tons	Post Transaction Gross Tons	Change in Gross Tons	Percent Change	Estimated Organic Growth Tonnage for Year 5	Pre-Transaction Trains Per Day	Post-Transaction Trains Per Day	Change in Trains Per Day
STRATHROY	SARNIA_ON	CN	47130	PTHURON_MI	CN	55800	0.2	23,185,028	24,047,523	862,495	4%	905,637	14.7	14.7	-
FLINT	BATCREEK_MI	CN	55838	OLIVET_MI	CN	55834	21.1	23,151,686	26,173,625	3,021,939	13%	985,707	26.3	26.3	-
FLINT	OLIVET_MI	CN	55834	POTTERVIL_MI	CN	55832	8.8	46,308,714	49,330,653	3,021,939	7%	1,857,807	27.1	27.1	-
FLINT	POTTERVIL_MI	CN	55832	LANSING_MI	CN	55830	8.1	23,154,716	26,176,655	3,021,939	13%	985,821	28.0	28.0	-
FLINT	LANSING_MI	CN	55830	MORRICE_MI	CN	55825	25.4	22,367,683	25,389,987	3,022,304	14%	956,195	27.9	27.9	-
FLINT	MORRICE_MI	CN	55825	DURAND_MI	CN	55823	11.1	22,366,089	25,388,393	3,022,304	14%	956,135	26.2	26.2	-
FLINT	DURAND_MI	CN	55823	FLINT_MI	CN	55815	9.4	34,482,507	36,582,091	2,099,584	6%	1,377,693	19.0	19.0	-
FLINT	FLINT_MI	CN	55815	DAVISON_MI	CN	55813	10	32,091,139	32,950,714	859,575	3%	1,240,934	14.7	14.7	-
FLINT	DAVISON_MI	CN	55813	EMMETT_MI	CN	55806	37.9	32,101,621	32,961,004	859,383	3%	1,241,321	14.9	14.9	-
FLINT	EMMETT_MI	CN	55806	TAPPAN_MI	CN	55500	14.2	32,089,098	32,948,412	859,314	3%	1,240,847	15.0	15.0	-
FLINT	TAPPAN_MI	CN	55500	PTHURON_MI	CN	55800	1.9	11,894,866	12,757,152	862,286	7%	480,438	21.0	21.0	-
FLINT	PTHURON_MI	CN	55800	SARNIA_ON	CN	47130	0.1	23,185,028	24,047,523	862,495	4%	905,637	14.7	14.7	-
SOUTH BEND	GRIFFITH_IN	CN	55918	SEDLEY_IN	CN	55915	14.3	28,393,128	31,470,339	3,077,211	11%	1,185,183	17.8	17.8	-
SOUTH BEND	SEDLEY_IN	CN	55915	VALPARAIS_IN	CN	55914	6.9	56,789,111	59,866,322	3,077,211	5%	2,254,584	17.8	17.8	-
SOUTH BEND	VALPARAIS_IN	CN	55914	STILLWELL_IN	CN	55909	23	28,484,503	31,561,714	3,077,211	11%	1,188,624	18.0	18.0	-
SOUTH BEND	STILLWELL_IN	CN	55909	SBEND_IN	CN	55903	19	28,807,477	31,884,688	3,077,211	11%	1,200,787	19.5	19.5	-
SOUTH BEND	SBEND_IN	CN	55903	MARCELLUS_MI	CN	55854	32.1	22,925,259	26,002,105	3,076,846	13%	979,247	15.7	15.7	-
SOUTH BEND	CASSOPOLI_MI	CN	55857	SCHOOLCRA_MI	CN	55852	14.6	45,815,449	48,892,295	3,076,846	7%	1,841,299	15.7	15.7	-
SOUTH BEND	SCHOOLCRA_MI	CN	55852	PAVILION_MI	CN	55842	10.4	22,922,031	25,998,877	3,076,846	13%	979,126	15.7	15.7	-
SOUTH BEND	PAVILION_MI	CN	55842	BATCREEK_MI	CN	55838	19.1	23,450,955	26,544,226	3,093,271	13%	999,664	19.5	19.5	-
ELSDON	HARVEY_IL	CN	55952	THOJCT_IL	CN	55951	2	13,175,488	14,557,378	1,381,890	10%	548,235	5.4	5.4	-
ELSDON	THOJCT_IL	CN	55951	GRIFFITH_IN	CN	55918	11.2	14,568,693	15,950,583	1,381,890	9%	600,704	6.4	6.4	-
SHORE LINE	MILJCT_MI	CN	55603	VINEWOOD_MI	CN	55518	1.1	9,385,013	10,087,638	702,625	7%	379,904	18.7	18.7	-
SHORE LINE	COOLIDGE_MI	CN	55410	ECORSE_MI	CN	55415	2.7	20,219,540	20,922,165	702,625	3%	787,935	9.0	9.0	-
SHORE LINE	COOLIDGE_MI	CN	55410	VINEWOOD_MI	CN	55518	5.3	20,219,540	20,922,165	702,625	3%	787,935	9.0	9.0	-
SHORE LINE	ECORSE_MI	CN	55415	FN_MI	CN	55438	5.9	23,025,843	23,728,833	702,990	3%	893,635	13.0	13.0	-
SHORE LINE	FN_MI	CN	55438	WYANDOTTE_MI	CN	55425	10.1	8,483,085	9,186,075	702,990	8%	345,950	12.5	12.5	-
SHORE LINE	FN_MI	CN	55438	LANG_OH	CN	55467	35.3	10,942,595	10,955,375	12,780	0%	412,583	5.3	5.3	-
FLAT ROCK	FLAROCK_MI	CN	55017	FORDHAVEN_MI	CN	55401	2.3	12,243,247	12,618,102	374,855	3%	475,202	13.1	13.1	-
FLAT ROCK	FN_MI	CN	55438	FLAROCK_MI	CN	55017	6.1	12,354,884	12,742,149	387,265	3%	479,873	7.4	7.4	-
FLAT ROCK	FN_MI	CN	55438	FORDHAVEN_MI	CN	55401	5.5	2,435,280	2,737,865	302,585	12%	103,109	1.0	1.0	-
HOLLY	DURAND_MI	CN	55823	WATERFORD_MI	CN	55612	28.5	12,474,577	14,582,087	2,107,510	17%	549,166	11.0	11.0	-
HOLLY	WATERFORD_MI	CN	55612	PONTIAC_MI	CN	55610	6.3	8,866,294	10,973,804	2,107,510	24%	413,277	11.3	11.3	-
HOLLY	PONTIAC_MI	CN	55610	DETINTTER_MI	CN	55604	22.5	9,414,530	11,521,675	2,107,145	22%	433,910	20.0	20.0	-
DEARBORN	FORDHAVEN_MI	CN	55401	WOODHAVEN_MI	CN	55402	0.5	4,873,079	5,550,519	677,440	14%	209,034	14.1	14.1	-
RAINY	RANIER_MN	CN	61140	ASHLAKE_MN	CN	61182	36.9	77,967,668	78,175,301	207,633	0%	2,944,106	27.6	27.6	-
RAINY	ASHLAKE_MN	CN	61182	ORR_MN	CN	61214	7.6	77,974,337	78,181,970	207,633	0%	2,944,357	27.6	27.6	-
RAINY	ORR_MN	CN	61214	GLENDALE_MN	CN	61222	1.4	77,974,337	78,181,970	207,633	0%	2,944,357	27.6	27.6	-
RAINY	GLENDALE_MN	CN	61222	HALEY_MN	CN	61242	10.4	78,039,710	78,247,343	207,633	0%	2,946,819	27.6	27.6	-
RAINY	HALEY_MN	CN	61242	VIRGINIA_MN	CN	61320	31	78,064,807	78,272,440	207,633	0%	2,947,764	27.6	27.6	-
RAINY	VIRGINIA_MN	CN	61320	PEARY_MN	CN	61424	11.5	52,958,982	53,134,583	175,601	0%	2,001,065	22.5	22.5	-
RAINY	PEARY_MN	CN	61424	SIMAR_MN	CN	61514	30.6	37,327,265	37,496,208	168,943	0%	1,412,119	20.1	20.1	-

All Other CN Line Segements
PUBLIC VERSION
Transaciton-Related Tonnage and Train Counts

Subdivision	From Station	From SCAC	From FSAC	To Station	To SCAC	To FSAC	Route Miles	2019 Gross Tons	Post Transaction Gross Tons	Change in Gross Tons	Percent Change	Estimated Organic Growth Tonnage for Year 5	Pre-Transaction Trains Per Day	Post-Transaction Trains Per Day	Change in Trains Per Day
RAINY	PEARY_MN	CN	61424	MELRUDE_MN	CN	61444	10.2	43,516,622	43,685,565	168,943	0%	1,645,212	20.1	20.1	-
CHICAGO	GILMAN_IL	CN	57818	DELREY_IL	CN	57870	6.15	23,417,262	23,549,757	132,495	1%	886,891	27.2	27.2	-
CHICAGO	DELREY_IL	CN	57870	LODA_IL	CN	57873	11	46,829,163	46,961,658	132,495	0%	1,768,590	27.2	27.2	-
CHICAGO	LODA_IL	CN	57873	LEVJCT_IL	CN	57886	25.3	47,466,529	47,599,024	132,495	0%	1,792,594	27.2	27.2	-
CHAMPAIGN	LEVJCT_IL	CN	57886	TOLONO_IL	CN	57906	13.15	47,808,236	47,941,514	133,278	0%	1,805,492	26.0	26.0	-
CHAMPAIGN	TOLONO_IL	CN	57906	PESOTUM_IL	CN	57910	4.8	47,817,157	47,950,747	133,590	0%	1,805,840	25.6	25.6	-
CHAMPAIGN	PESOTUM_IL	CN	57910	TUSCOLA_IL	CN	57914	7.9	47,817,157	47,950,747	133,590	0%	1,805,840	25.6	25.6	-
CHAMPAIGN	TUSCOLA_IL	CN	57914	ARCOLA_IL	CN	57922	8.1	48,417,428	48,551,018	133,590	0%	1,828,446	26.5	26.5	-
CHAMPAIGN	ARCOLA_IL	CN	57922	HUMBOLDT_IL	CN	57926	5.7	48,413,107	48,546,697	133,590	0%	1,828,283	26.5	26.5	-
CHAMPAIGN	HUMBOLDT_IL	CN	57926	DORANS_IL	CN	57930	3.8	48,415,777	48,549,367	133,590	0%	1,828,384	26.5	26.5	-
CHAMPAIGN	DORANS_IL	CN	57930	MATTOON_IL	CN	58193	5	48,398,290	48,531,880	133,590	0%	1,827,725	26.5	26.5	-
CHAMPAIGN	MATTOON_IL	CN	58193	NEOGA_IL	CN	58198	11.9	53,072,091	53,197,286	125,195	0%	2,003,426	28.9	28.9	-
CHAMPAIGN	NEOGA_IL	CN	58198	EFFINGHAM_IL	CN	58206	14.9	53,284,319	53,409,514	125,195	0%	2,011,419	30.0	30.0	-
CHAMPAIGN	EFFINGHAM_IL	CN	58206	WATSON_IL	CN	58226	4.6	55,699,103	56,187,906	488,803	1%	2,116,054	31.0	31.0	-
CHAMPAIGN	WATSON_IL	CN	58226	SANJCT_IL	CN	58258	41.7	34,133,107	34,601,003	467,896	1%	1,303,084	23.8	23.8	-
CHAMPAIGN	SANJCT_IL	CN	58258	CENTRALIA_IL	CN	58262	5.2	12,379,963	12,842,418	462,455	4%	483,649	20.7	20.7	-
EFFINGHAM	EFFYD_IL	CN	58210	NEWTON_IL	CN	58222	23.5	4,485,854	4,841,407	355,553	8%	182,329	2.4	2.4	-
CENTRALIA	CENTRALIA_IL	CN	58262	IRVINGTON_IL	CN	58266	6.2	28,659,013	31,012,742	2,353,729	8%	1,167,949	23.4	23.4	-
CENTRALIA	IRVINGTON_IL	CN	58266	RICHVIEW_IL	CN	58270	4.7	26,956,556	29,310,285	2,353,729	9%	1,103,834	23.4	23.4	-
CENTRALIA	RICHVIEW_IL	CN	58270	BOIS_IL	CN	58282	10.5	26,956,556	29,310,285	2,353,729	9%	1,103,834	23.4	23.4	-
CENTRALIA	BOIS_IL	CN	58282	TAMAROA_IL	CN	58286	6	26,953,996	29,307,725	2,353,729	9%	1,103,738	23.4	23.4	-
CENTRALIA	TAMAROA_IL	CN	58286	DUQUOIN_IL	CN	58290	5.7	26,956,363	29,310,092	2,353,729	9%	1,103,827	23.4	23.4	-
CENTRALIA	TAMAROA_IL	CN	58286	DOWELL_IL	CN	58322	7.8	27,071,605	29,041,221	1,969,616	7%	1,093,701	22.2	22.2	-
CENTRALIA	DOWELL_IL	CN	58322	ELKVILLE_IL	CN	58326	5.1	20,079,858	21,029,588	949,730	5%	791,981	18.7	18.7	-
CENTRALIA	ELKVILLE_IL	CN	58326	CARBONDAL_IL	CN	58330	9.4	20,079,858	21,029,588	949,730	5%	791,981	18.7	18.7	-
CENTRALIA	DESOTO_IL	CN	58328	CARBONDAL_IL	CN	58330	3.2	10,039,954	10,989,684	949,730	9%	413,875	18.7	18.7	-
CENTRALIA	CARBONDAL_IL	CN	58330	COBDEN_IL	CN	58334	15.3	20,079,784	21,029,514	949,730	5%	791,978	12.7	12.7	-
CENTRALIA	COBDEN_IL	CN	58334	MOUNDS_IL	CN	58358	28.9	20,079,034	21,028,764	949,730	5%	791,950	12.7	12.7	-
CENTRALIA	MOUNDS_IL	CN	58358	PULASKI_IL	CN	58354	4	10,039,359	10,989,089	949,730	9%	413,852	12.7	12.7	-
CENTRALIA	MOUNDS_IL	CN	58358	CAIRO_IL	CN	58366	5.1	10,071,036	11,022,226	951,190	9%	415,100	14.3	14.3	-
CAIRO	CAIRO_IL	CN	58366	WICKLIFFE_KY	CN	58378	8.36	9,045,008	9,993,643	948,635	10%	376,364	14.3	14.3	-
CAIRO	WICKLIFFE_KY	CN	58378	BUDA_KY	CN	58398	33.04	17,831,421	18,780,732	949,311	5%	707,288	14.1	14.1	-
CAIRO	BUDA_KY	CN	58398	FULTON_KY	CN	58401	2.7	8,926,759	9,876,124	949,365	11%	371,938	14.3	14.3	-
FULTON	FULTON_KY	CN	58401	RIVES_TN	CN	58490	1.5	52,274,028	53,237,263	963,235	2%	2,004,932	21.3	21.3	-
FULTON	RIVES_TN	CN	58490	NEWBERN_TN	CN	58510	21.7	52,205,556	53,168,426	962,870	2%	2,002,339	21.3	21.3	-
FULTON	NEWBERN_TN	CN	58510	CURVE_TN	CN	58518	24.5	51,809,258	52,772,128	962,870	2%	1,987,414	20.8	20.8	-
FULTON	CURVE_TN	CN	58518	MILLINGTO_TN	CN	58542	43.9	51,489,857	52,452,727	962,870	2%	1,975,386	20.2	20.2	-
FULTON	MILLINGTO_TN	CN	58542	WOODSTOCK_TN	CN	58550	6.53	25,706,415	26,669,285	962,870	4%	1,004,373	19.9	19.9	-
FULTON	WOODSTOCK_TN	CN	58550	MEMPHIS_TN	CN	58582	20.4	55,481,959	56,446,149	964,190	2%	2,125,779	22.1	22.1	-
MEMPHIS	MEMINTTER_TN	CN	58597	LAKEVIEW_MS	CN	58598	6.36	6,173,648	6,794,333	620,685	10%	255,877	3.3	3.3	-
GRENADA	CANTON_MS	CN	58850	JACKSON_MS	CN	58738	25.7	2,426,612	2,447,782	21,170	1%	92,184	2.0	2.0	-
YAZOO	JACKSON_MS	CN	58738	YAZCITY_MS	CN	58698	44.4	49,011,029	49,714,924	703,895	1%	1,872,279	18.9	18.9	-

All Other CN Line Segements
PUBLIC VERSION
Transaciton-Related Tonnage and Train Counts

Subdivision	From Station	From SCAC	From FSAC	To Station	To SCAC	To FSAC	Route Miles	2019 Gross Tons	Post Transaction Gross Tons	Change in Gross Tons	Percent Change	Estimated Organic Growth Tonnage for Year 5	Pre-Transaction Trains Per Day	Post-Transaction Trains Per Day	Change in Trains Per Day
YAZOO	YAZCITY_MS	CN	58698	SWALAKE_MS	CN	58646	80.9	51,139,224	51,844,594	705,370	1%	1,952,483	19.9	19.9	-
YAZOO	SWALAKE_MS	CN	58646	MARKS_MS	CN	58634	26.3	51,652,524	52,360,588	708,064	1%	1,971,916	20.4	20.4	-
YAZOO	MARKS_MS	CN	58634	BANKS_MS	CN	58610	41.6	51,602,187	52,309,513	707,326	1%	1,969,992	19.4	19.4	-
YAZOO	BANKS_MS	CN	58610	LAKEVIEW_MS	CN	58598	12.76	51,502,525	52,208,975	706,450	1%	1,966,206	19.1	19.1	-
YAZOO	LAKEVIEW_MS	CN	58598	WJCT_TN	CN	58590	21.2	19,652,809	19,734,327	81,518	0%	743,201	15.2	15.2	-
MCCOMB	JACKSON_MS	CN	58738	ELTON_MS	CN	58996	8.8	16,886,663	17,330,138	443,475	3%	652,658	17.1	17.1	-
MCCOMB	ELTON_MS	CN	58996	CRYSPRING_MS	CN	59012	17.4	33,201,704	33,645,179	443,475	1%	1,267,088	15.3	15.3	-
MCCOMB	CRYSPRING_MS	CN	59012	WESSON_MS	CN	59028	22	33,437,002	33,880,477	443,475	1%	1,275,949	16.3	16.3	-
MCCOMB	WESSON_MS	CN	59028	CENJCA_MS	CN	59030	7.9	16,730,113	17,173,588	443,475	3%	646,763	16.5	16.5	-
MCCOMB	CENJCA_MS	CN	59030	SUMMIT_MS	CN	59152	24.4	18,704,334	19,147,809	443,475	2%	721,112	15.1	15.1	-
MCCOMB	SUMMIT_MS	CN	59152	FERNWOOD_MS	CN	59160	13.8	15,991,203	16,435,564	444,361	3%	618,968	15.8	15.8	-
MCCOMB	FERNWOOD_MS	CN	59160	FRENIER_LA	CN	59212	86.5	25,410,581	25,854,772	444,191	2%	973,699	13.1	13.1	-
MCCOMB	FRENIER_LA	CN	59212	ORLJCT_LA	CN	59402	2.2	9,507,989	9,950,734	442,745	5%	374,748	9.9	9.9	-
MCCOMB	ORLJCT_LA	CN	59402	KENNER_LA	CN	59214	1	9,463,891	9,907,731	443,840	5%	373,128	10.0	10.0	-
MCCOMB	KENNER_LA	CN	59214	MAYYARD_LA	CN	59218	2.6	11,199,757	11,643,597	443,840	4%	438,501	10.3	10.3	-
BEAUMONT	JACKSON_MS	CN	58738	STAR_MS	CN	58870	18.88	9,216,933	9,301,997	85,064	1%	350,316	3.2	3.2	-
BEAUMONT	STAR_MS	CN	58870	SARATOGA_MS	CN	58890	29.5	9,414,443	9,499,507	85,064	1%	357,754	4.1	4.1	-
BEAUMONT	SARATOGA_MS	CN	58890	HATTIESBU_MS	CN	58914	37.4	8,450,185	8,535,249	85,064	1%	321,440	5.6	5.6	-
BEAUMONT	HATTIESBU_MS	CN	58914	BELJCT_AL	CN	58972	99.8	5,389,005	5,460,700	71,695	1%	205,652	4.0	4.0	-
BEAUMONT	BELJCT_AL	CN	58972	BAYSHOJCT_AL	CN	58982	2.4	4,208,936	4,279,381	70,445	2%	161,163	2.5	2.5	-
BEAUMONT	BAYSHOJCT_AL	CN	58982	MOBILE_AL	CN	58992	2	4,208,936	4,279,381	70,445	2%	161,163	2.5	2.5	-
BATON ROUGE	RESERVE_LA	CN	59356	KENNER_LA	CN	59214	21.2	23,761,976	23,781,604	19,628	0%	895,622	9.9	9.9	-
WAUKESHA	FORPARK_IL	CN	57020	ROSEMONT_IL	CN	56025	7.8	3,403,375	3,407,197	3,822	0%	128,316	14.8	14.8	-
WAUKESHA	ROSEMONT_IL	CN	56025	DESPLAINE_IL	CN	56027	4.2	4,862,085	4,866,100	4,015	0%	183,259	33.9	33.9	-
WAUKESHA	DESPLAINE_IL	CN	56027	LEITHTON_IL	CN	56035	14.9	11,382,389	11,386,585	4,196	0%	428,822	33.9	33.9	-
WAUKESHA	LEITHTON_IL	CN	56035	MUNDELEIN_IL	CN	56037	2.6	35,793,307	36,006,050	212,743	1%	1,355,999	54.2	54.2	-
WAUKESHA	MUNDELEIN_IL	CN	56037	GRALAKE_IL	CN	56039	8	71,519,008	71,732,012	213,004	0%	2,701,449	54.2	54.2	-
WAUKESHA	GRALAKE_IL	CN	56039	LAKVILLA_IL	CN	56041	3.8	35,756,979	35,969,983	213,004	1%	1,354,641	55.6	55.6	-
WAUKESHA	LAKVILLA_IL	CN	56041	DUPLAINVI_WI	CN	56063	50.3	71,798,223	72,011,083	212,860	0%	2,711,959	27.7	27.7	-
WAUKESHA	DUPLAINVI_WI	CN	56063	SUSSEX_WI	CN	56067	4	73,017,020	73,231,223	214,203	0%	2,757,910	29.6	29.6	-
WAUKESHA	SUSSEX_WI	CN	56067	RUGJCT_WI	CN	56071	11.1	72,377,699	72,591,902	214,203	0%	2,733,833	28.4	28.4	-
WAUKESHA	RUGJCT_WI	CN	56071	LOMIRA_WI	CN	56081	25.1	72,425,765	72,639,481	213,716	0%	2,735,625	27.4	27.4	-
WAUKESHA	LOMIRA_WI	CN	56081	BYRON_WI	CN	56083	3.2	73,018,349	73,231,822	213,473	0%	2,757,933	28.2	28.2	-
WAUKESHA	LOMIRA_WI	CN	56081	FONLAC_WI	CN	56145	8.1	36,513,154	36,726,627	213,473	1%	1,383,136	28.2	28.2	-
WAUKESHA	BYRON_WI	CN	56083	FONLAC_WI	CN	56145	2	73,027,272	73,240,745	213,473	0%	2,758,269	28.2	28.2	-
NEENAH	FONLAC_WI	CN	56145	VANDYNE_WI	CN	56149	4.3	72,428,856	72,641,234	212,378	0%	2,735,691	25.2	25.2	-
NEENAH	VANDYNE_WI	CN	56149	BLAWOLF_WI	CN	56150	5.6	36,214,454	36,426,832	212,378	1%	1,371,846	25.2	25.2	-
NEENAH	BLAWOLF_WI	CN	56150	NEENAH_WI	CN	56157	17.6	72,665,418	72,877,796	212,378	0%	2,744,600	26.5	26.5	-
NEENAH	NEENAH_WI	CN	56157	STOCKTON_WI	CN	56183	60.9	68,471,843	68,680,258	208,415	0%	2,586,519	26.2	26.2	-
SUPERIOR	STEPT_WI	CN	56275	JCTCITY_WI	CN	56281	13	76,880,272	77,092,650	212,378	0%	2,903,333	27.9	27.9	-
SUPERIOR	JCTCITY_WI	CN	56281	SPENCER_WI	CN	56293	29.4	75,341,473	75,552,285	210,812	0%	2,845,322	26.3	26.3	-
SUPERIOR	SPENCER_WI	CN	56293	OWEN_WI	CN	56299	19.1	74,795,608	75,006,161	210,553	0%	2,824,755	26.6	26.6	-

All Other CN Line Segements
PUBLIC VERSION
Transaciton-Related Tonnage and Train Counts

Subdivision	From Station	From SCAC	From FSAC	To Station	To SCAC	To FSAC	Route Miles	2019 Gross Tons	Post Transaction Gross Tons	Change in Gross Tons	Percent Change	Estimated Organic Growth Tonnage for Year 5	Pre-Transaction Trains Per Day	Post-Transaction Trains Per Day	Change in Trains Per Day
SUPERIOR	OWEN_WI	CN	56299	LADYSMITH_WI	CN	56361	44.8	71,093,475	71,301,473	207,998	0%	2,685,235	23.5	23.5	-
SUPERIOR	LADYSMITH_WI	CN	56361	HAYJCT_WI	CN	56321	47.2	71,849,813	72,057,811	207,998	0%	2,713,719	24.8	24.8	-
SUPERIOR	HAYJCT_WI	CN	56321	SITASCA_WI	CN	56341	54.4	70,933,489	71,162,456	228,967	0%	2,680,000	23.1	23.1	-
SUPERIOR	SITASCA_WI	CN	56341	SUPERIOR_WI	CN	61590	2.8	2,931,165	3,185,840	254,675	9%	119,980	26.4	26.4	-
SUPERIOR	SITASCA_WI	CN	56341	SAUNDERS_WI	CN	61588	5.9	71,313,512	71,488,367	174,855	0%	2,692,274	20.6	20.6	-
SUPERIOR	SAUNDERS_WI	CN	61588	STEELTON_MN	CN	56351	4.7	74,436,607	74,644,605	207,998	0%	2,811,139	28.6	28.6	-
SUPERIOR	STEELTON_MN	CN	56351	NOPJCT_MN	CN	61520	2.2	79,590,575	79,798,573	207,998	0%	3,005,239	28.6	28.6	-
SUPERIOR	NOPJCT_MN	CN	61520	ADOLPH_MN	CN	61619	5.8	35,621,590	35,660,645	39,055	0%	1,342,991	8.4	8.4	-
SAUKVILLE	MILWAUKEE_WI	CN	56103	BRODEER_WI	CN	56105	7.2	95,493	95,806	313	0%	3,608	0.4	0.4	-
SAUKVILLE	BRODEER_WI	CN	56105	SAUKVILLE_WI	CN	56115	15	209,907	210,533	626	0%	7,929	0.9	0.9	-
MISSABE	DULUTH_MN	CN	56353	ADOLPH_MN	CN	61619	10.7	19,939,476	19,988,175	48,699	0%	752,761	17.3	17.3	-
MISSABE	ADOLPH_MN	CN	61619	FAIRLANE_MN	CN	61428	48.2	51,427,523	51,466,578	39,055	0%	1,938,247	15.4	15.4	-
MISSABE	FAIRLANE_MN	CN	61428	KEENAN_MN	CN	61652	2	67,374,696	67,399,881	25,185	0%	2,538,300	18.2	18.2	-
MISSABE	KEENAN_MN	CN	61652	IROJCT_MN	CN	61655	2.5	66,866,376	66,891,196	24,820	0%	2,519,143	17.6	17.6	-
MISSABE	IROJCT_MN	CN	61655	WOLF_MN	CN	61658	2.2	92,119,964	92,144,784	24,820	0%	3,470,201	28.2	28.2	-
MISSABE	WOLF_MN	CN	61658	SHEJCT_MN	CN	61340	2.8	65,628,544	65,667,234	38,690	0%	2,473,048	22.5	22.5	-
KEENAN	IROJCT_MN	CN	61655	HIBBING_MN	CN	61686	16.7	116,088	120,309	4,221	4%	4,531	3.9	3.9	-
LEITHTON	LEITHTON_IL	CN	56035	SPAULDING_IL	CN	57056	22.6	61,748,064	61,956,792	208,728	0%	2,333,312	18.8	18.8	-
LEITHTON	SPAULDING_IL	CN	57056	MUNGER_IL	CN	57058	1.8	63,101,643	63,310,371	208,728	0%	2,384,288	21.0	21.0	-
LEITHTON	MUNGER_IL	CN	57058	WCHICAGO_IL	CN	54045	5.8	63,040,413	63,249,141	208,728	0%	2,381,982	22.0	22.0	-
LEITHTON	WCHICAGO_IL	CN	54045	EOLA_IL	CN	55969	8.4	67,043,461	67,253,093	209,632	0%	2,532,772	21.5	21.5	-
LEITHTON	EOLA_IL	CN	55969	RIVER_IL	CN	54067	11.5	77,145,394	77,358,398	213,004	0%	2,913,341	24.1	24.1	-
LEITHTON	RIVER_IL	CN	54067	WBRIJCT_IL	CN	54094	7.35	79,568,875	79,797,417	228,542	0%	3,005,195	28.2	28.2	-
LEITHTON	WBRIJCT_IL	CN	54094	EBRIJCT_IL	CN	54103	0.75	80,150,720	80,379,262	228,542	0%	3,027,107	28.2	28.2	-
LEITHTON	WBRIJCT_IL	CN	54094	WROMEO_IL	CN	54091	2.15	657,529	753,517	95,988	15%	28,378	12.1	12.1	-
MATTESON	EBRIJCT_IL	CN	54103	JOLYARD_IL	CN	54105	1.7	80,334,135	80,562,677	228,542	0%	3,034,015	30.1	30.1	-
MATTESON	JOLYARD_IL	CN	54105	MATTESON_IL	CN	55968	22.1	73,648,198	73,872,189	223,991	0%	2,782,049	23.3	23.3	-
MATTESON	MATTESON_IL	CN	55968	CHIHEIGHT_IL	CN	55989	2.6	46,871,812	48,787,906	1,916,094	4%	1,837,367	30.8	30.8	-
MATTESON	CHIHEIGHT_IL	CN	55989	GRIFFITH_IN	CN	55918	9.7	47,260,987	49,177,058	1,916,071	4%	1,852,023	30.8	30.8	-
MATTESON	GRIFFITH_IN	CN	55918	IVANHOE_IN	CN	54145	6.4	49,978,150	50,297,838	319,688	1%	1,894,232	28.8	28.8	-
MATTESON	IVANHOE_IN	CN	54145	CAVANAUGH_IN	CN	54150	1.3	50,548,540	50,868,228	319,688	1%	1,915,713	29.0	29.0	-
MATTESON	CAVANAUGH_IN	CN	54150	STOCKTON_IN	CN	54180	1.3	50,207,002	50,524,396	317,394	1%	1,902,764	28.2	28.2	-
MATTESON	STOCKTON_IN	CN	54180	KIRYARD_IN	CN	54152	2.1	53,167,073	53,491,454	324,381	1%	2,014,504	35.3	35.3	-
MATTESON	KIRYARD_IN	CN	54152	BUFFINGTO_IN	CN	54185	2.5	127,647,886	127,978,420	330,534	0%	4,819,706	39.8	39.8	-
LAKEFRONT	KIRYARD_IN	CN	54152	BUFFINGTO_IN	CN	54185	1	127,647,886	127,978,420	330,534	0%	4,819,706	39.8	39.8	-
LAKEFRONT	BUFFINGTO_IN	CN	54185	STOCKTON_IN	CN	54180	1.6	1,037,400	1,043,553	6,153	1%	39,301	4.5	4.5	-
LAKEFRONT	BUFFINGTO_IN	CN	54185	INDHARBOR_IN	CN	54195	2.6	1,581,331	1,587,484	6,153	0%	59,785	4.5	4.5	-
LAKEFRONT	INDHARBOR_IN	CN	54195	HAMLAKFRO_IN	CN	54205	4.5	940,970	947,123	6,153	1%	35,669	4.3	4.3	-
LAKEFRONT	HAMLAKFRO_IN	CN	54205	SCHICAGO_IL	CN	57860	1.9	946,728	952,881	6,153	1%	35,886	4.3	4.3	-

EXHIBIT A.2-1

PUBLIC VERSION

- Milepost
- CN Railway with Transaction-Related Increase Greater than 50%
- KCS Railway
- Non-Attainment Area

N

0 1 2

Miles

Rail segments in non-attainment areas with a transaction-related increase (GTM) of greater than 50%
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Missouri and Illinois

ERM

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EXHIBIT A.3-1

PUBLIC VERSION

Rail Yard
Rail Yard
Non-Attainment Area

N

0 0.25 0.5
Miles

Rail Yards in Attainment and Non-Attainment Areas
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Ferndale, Michigan

ERM

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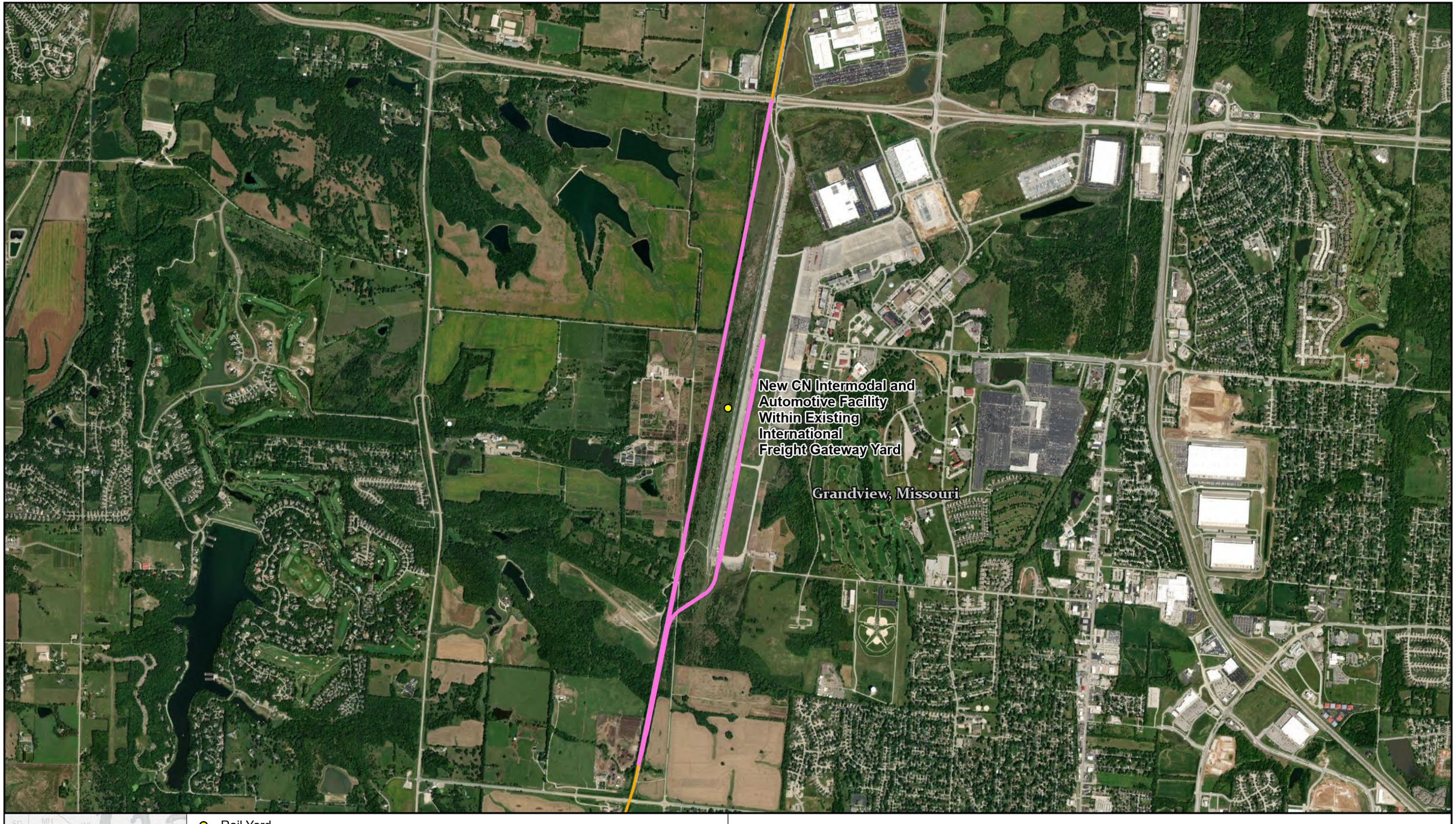
PUBLIC VERSION



Rail Yard
KCS Railway
Rail Yard

N

0 0.25 0.5
Miles

Rail Yards in Attainment and Non-Attainment Areas
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Grandview, Missouri

ERM

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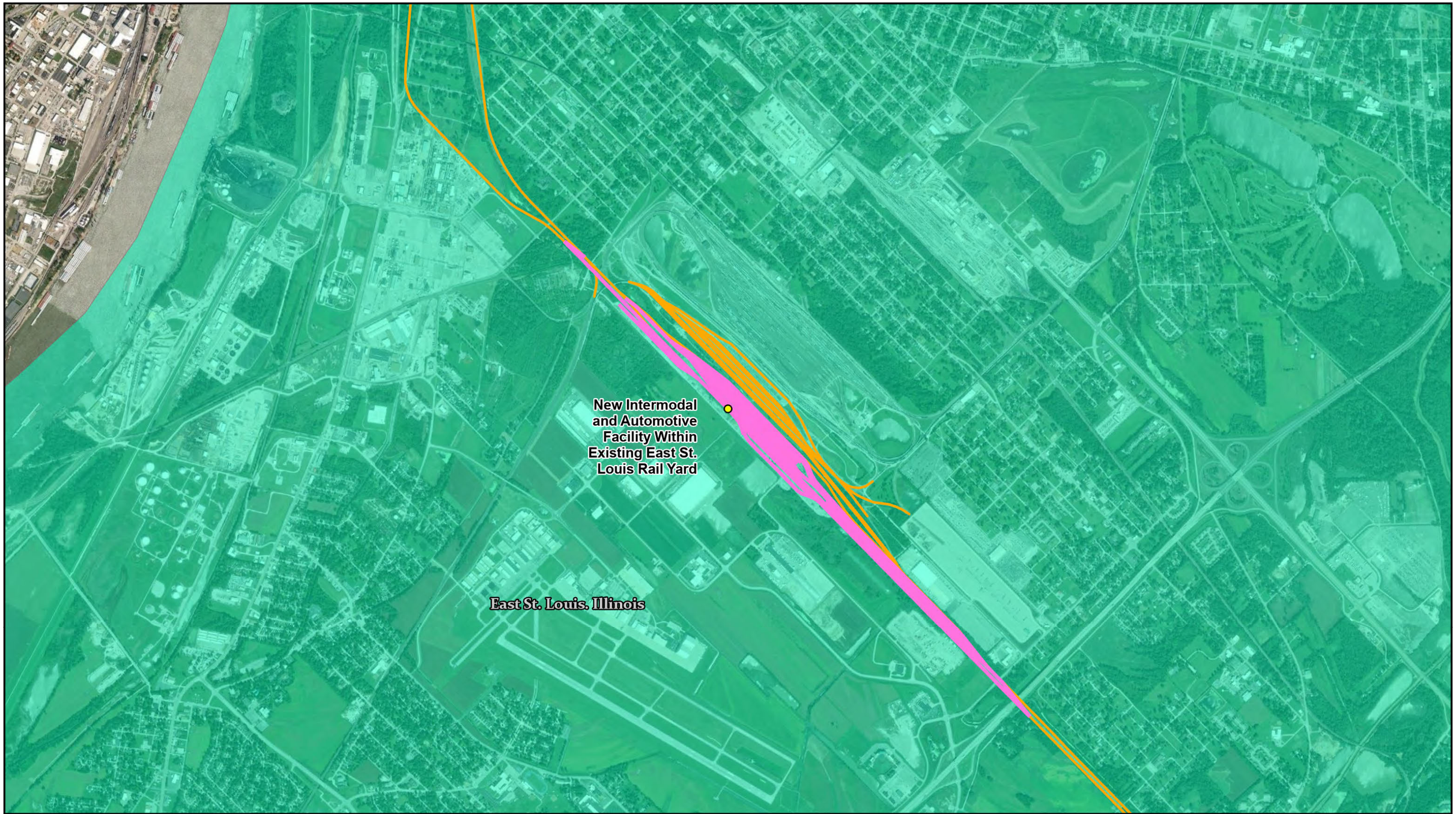

Rail Yard
KCS Railway
Rail Yard
Non-Attainment Area

N

0 0.25 0.5
Miles

Rail Yards in Attainment and Non-Attainment Areas
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
East St. Louis, Illinois

ERM

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PUBLIC VERSION

Rail Yard
KCS Railway
New Yard Track

N

0 0.25 0.5
Miles

Rail Yards in Attainment and Non-Attainment Areas
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Roodhouse, Illinois

ERM

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EXHIBIT A.3-2

Rail Yard Carload Switching Activity
PUBLIC VERSION
Transaction-Related Increase

SUBDIVISION	LOCATION	SCAC	Base Year Total Equivalent Cars Handled	Transaction-Related Total Equivalent Cars Handled	Change in Equivalent Cars Handled	Transaction-Related Percent Change
CENTRALIA	CENTRALIA_IL	CN	343.2	336.5	-6.8	-2%
CHICAGO	CHICAGO INTERMODAL TERMINAL_IL	CN	774.7	830.8	56.1	7%
HOLLY	DETROIT INTERMODAL TERMINAL_MI	CN	232.4	306.7	74.3	32%
EAST ST LOUIS TERMINAL	EAST ST LOUIS_IL	KCS	161.3	254.5	93.2	58%
FLAT ROCK	FLAT ROCK_MI	CN	319.3	348.1	28.8	9%
FLINT	FLINT_MI	CN	89.9	92.1	2.2	2%
PITTSBURG	INTERNATIONAL FREIGHT GATEWAY_MO*	KCS	102.6	323.0	220.4	215%
CHICAGO	MARKHAM AUTOMOTIVE TERMINAL_IL	CN	524.2	558.7	34.5	7%
SHELBY	MEMPHIS INTERMODAL TERMINAL_TN	CN	306.1	341.8	35.7	12%
SPRINGFIELD	ROODHOUSE_IL	KCS	10.7	25.9	15.2	142%

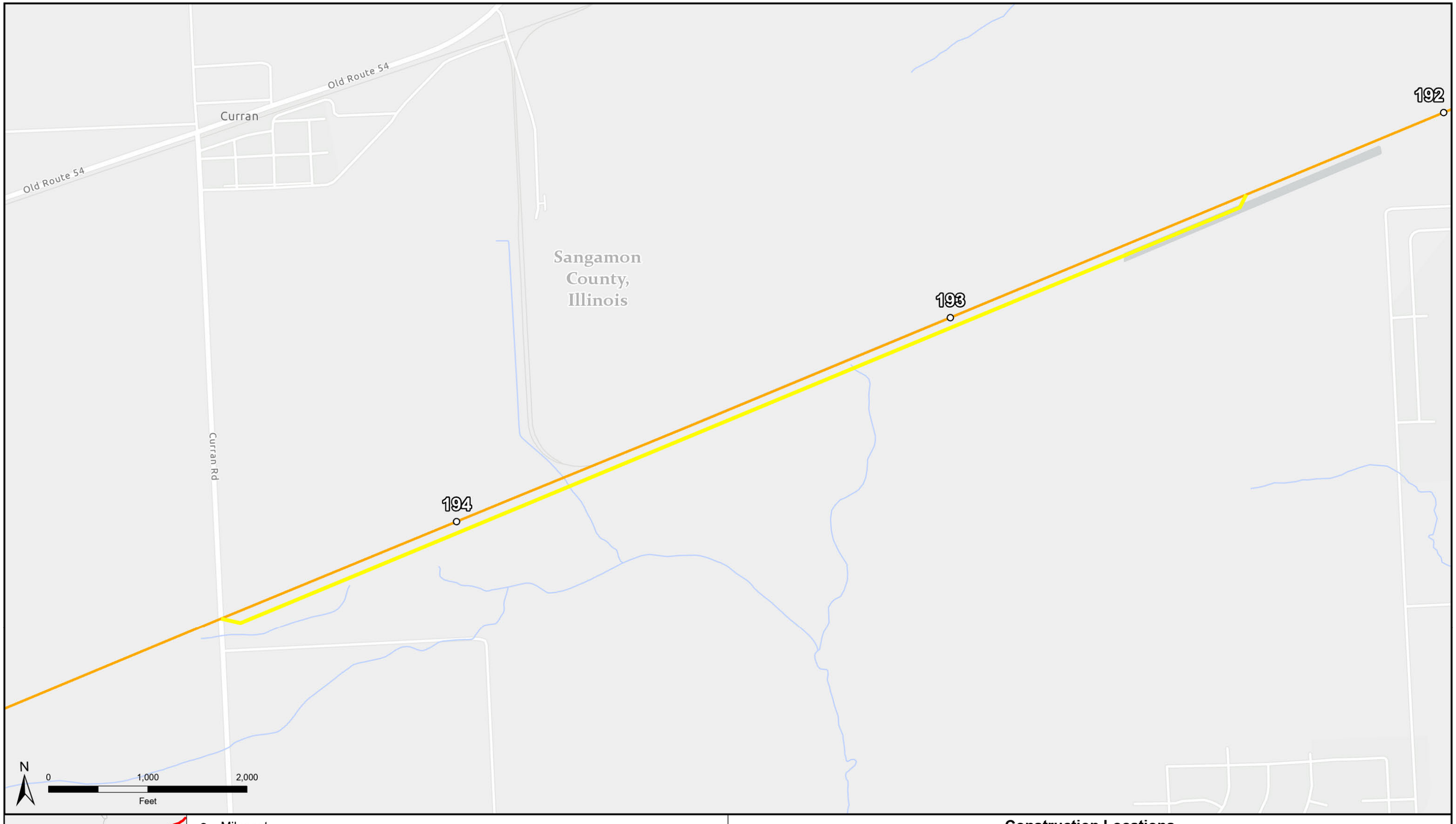
* I.F.G. includes CPKC base and post-merger cars, in addition to the post-transaction CN traffic increases

All intermodal values expressed in "platforms"

EXHIBIT B

EXHIBIT B.1

PUBLIC VERSION



- Milepost
- KCS Railway
- Proposed Siding
- Stream/River

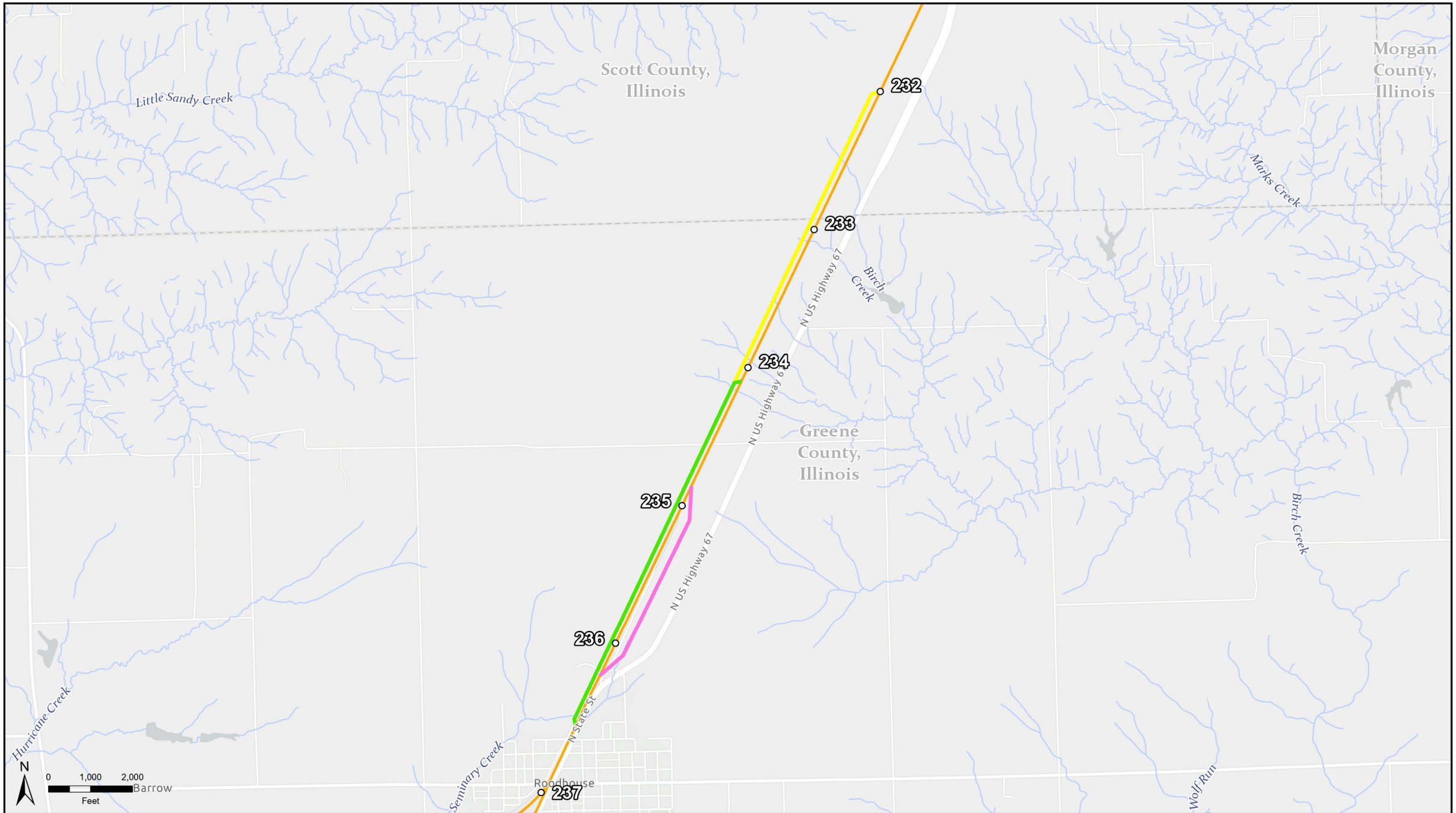
Construction Locations
Cockrell New Siding
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Sangamon County, Illinois

ERM

MPLS M:\Clients\A-C\CNR\STB\ArcGIS\InformationRequet_v2_CN_InfoRequest.aprx_CNR_SidingExpansion_ConstructionLoc | REVISED: 02/21/2022 | SCALE: 1:11,000 when printed at 11x17 DRAWN BY: NAD

EXHIBIT B.2

PUBLIC VERSION



Construction Locations
Roodhouse Siding Extension and New Yard Track
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Scott and Greene County, Illinois

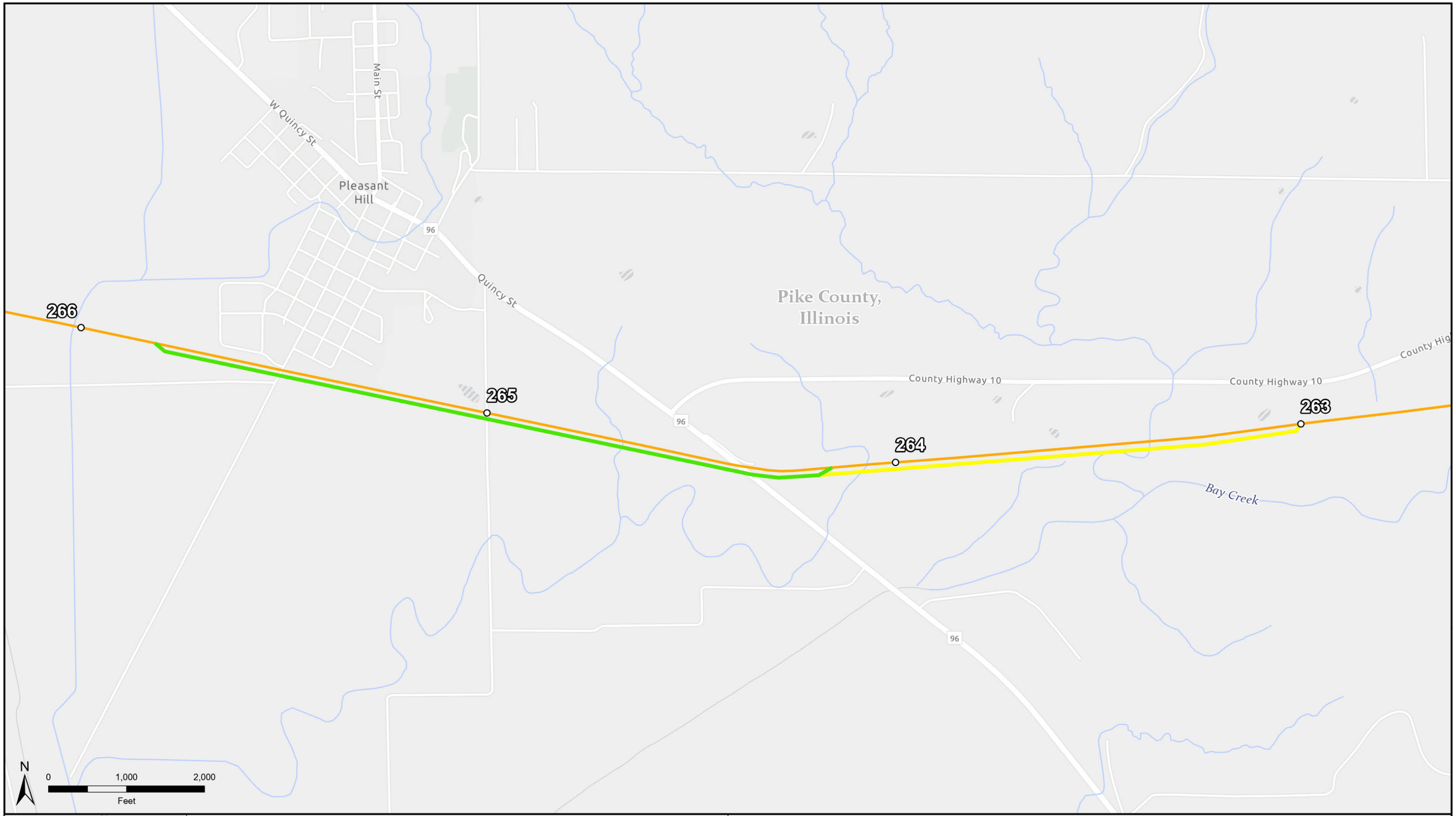
ERM

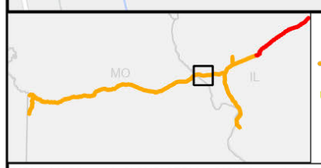
MPLS M:\Clients\A-C\CNR\STB\ArcGIS\InformationRequet_v2_CN_InfoRequest.aprx_CNR_SidingExpansion_ConstructionLoc | REVISED: 02/21/2022 | SCALE: 1:26,000 when printed at 11x17

DRAWN BY: NAD

EXHIBIT B.3

PUBLIC VERSION





- Milepost
- KCS Railway
- Proposed Siding
- Existing Siding
- Stream/River

Construction Locations
Pleasant Hill Siding Extension
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Pike County, Illinois

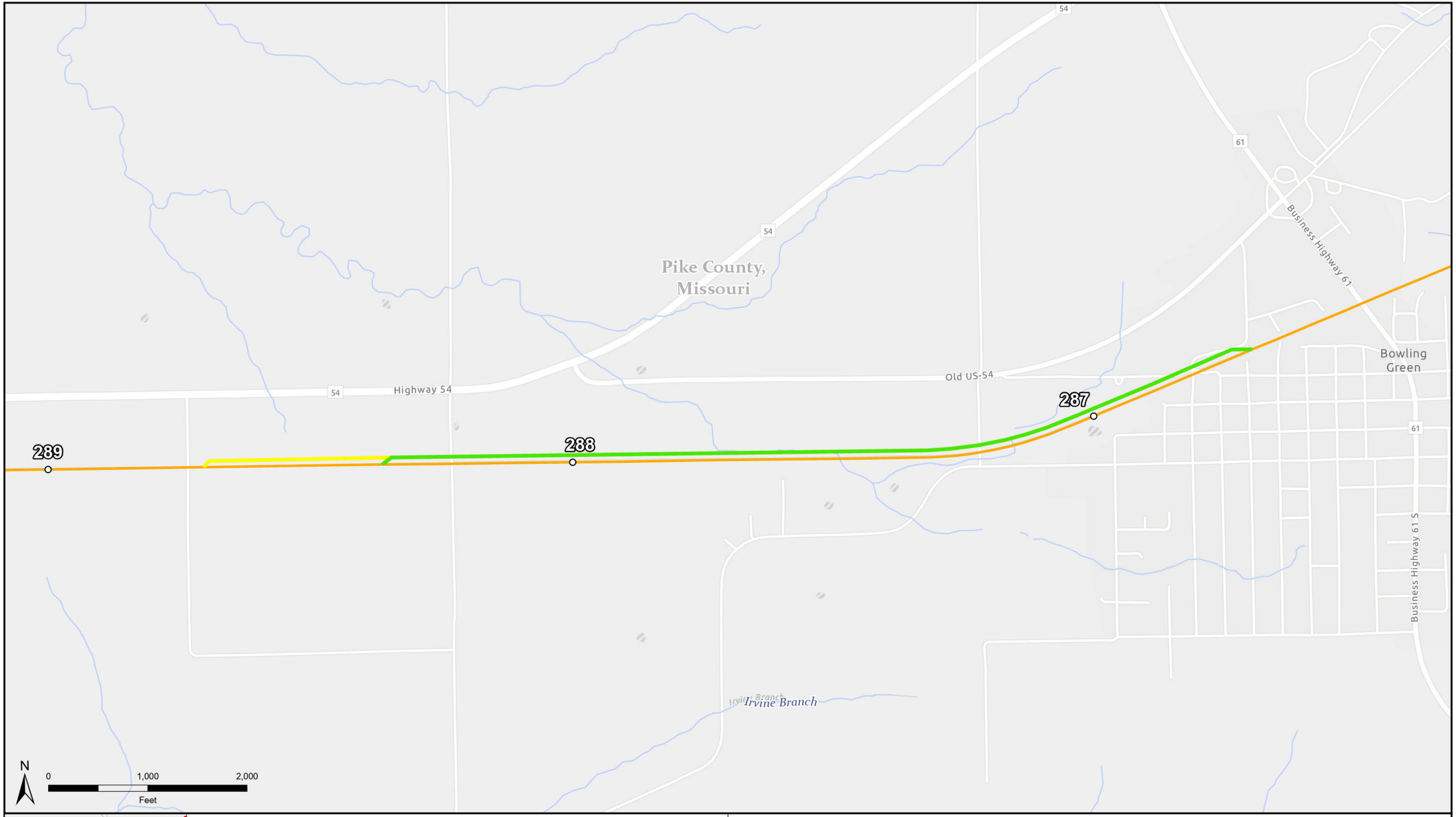
ERM

MPLS M:\Clients\A-C\CNR\STB\ArcGIS\InformationRequet_v2_CN_InfoRequest.aprx_CNR_SidingExpansion_ConstructionLoc | REVISED: 02/21/2022 | SCALE: 1:14,000 when printed at 11x17

DRAWN BY: NAD

EXHIBIT B.4

PUBLIC VERSION



- Milepost
- KCS Railway
- Proposed Siding
- Existing Siding
- Stream/River

Construction Locations
Bowling Green Siding Extension
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Pike County, Missouri

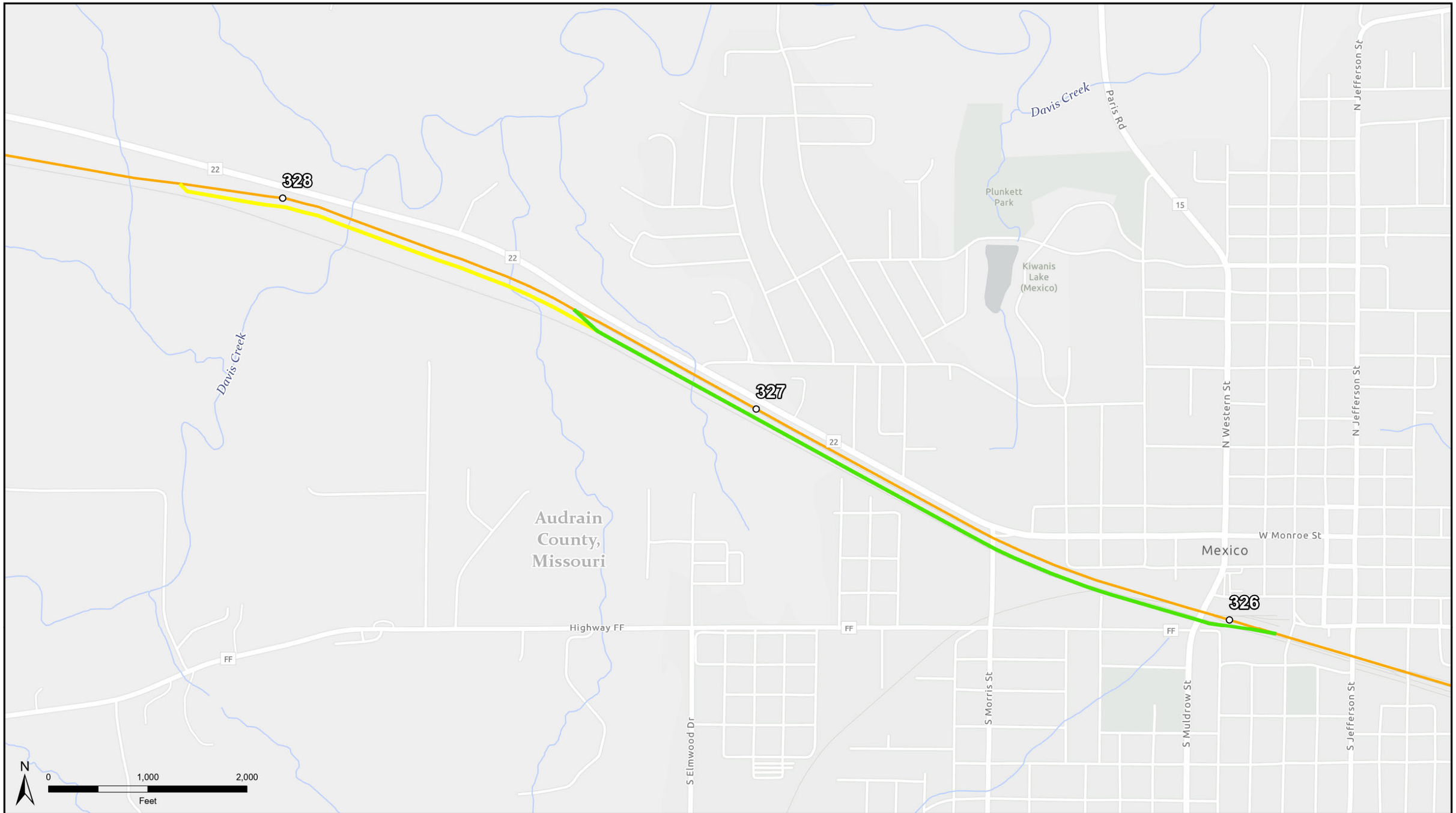
ERM

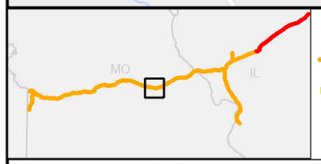
MPLS M:\Clients\A-C\CNR\STB\ArcGIS\InformationRequet_v2_CN_InfoRequest.aprx_CNR_SidingExpansion_ConstructionLoc | REVISED: 02/21/2022 | SCALE: 1:11,000 when printed at 11x17

DRAWN BY: NAD

EXHIBIT B.5

PUBLIC VERSION





- Milepost
- KCS Railway
- Proposed Siding
- Existing Siding
- Stream/River

Construction Locations
Mexico West Siding Extension
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Audrain County, Missouri

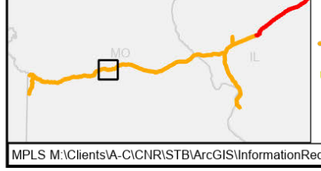
ERM

MPLS M:\Clients\A-C\CNR\STB\ArcGIS\InformationRequet_v2_CN_InfoRequest.aprx_CNR_SidingExpansion_ConstructionLoc | REVISED: 02/21/2022 | SCALE: 1:11,000 when printed at 11x17

DRAWN BY: NAD

EXHIBIT B.6

PUBLIC VERSION



- Milepost
- KCS Railway
- Proposed Siding
- Existing Siding
- Stream/River

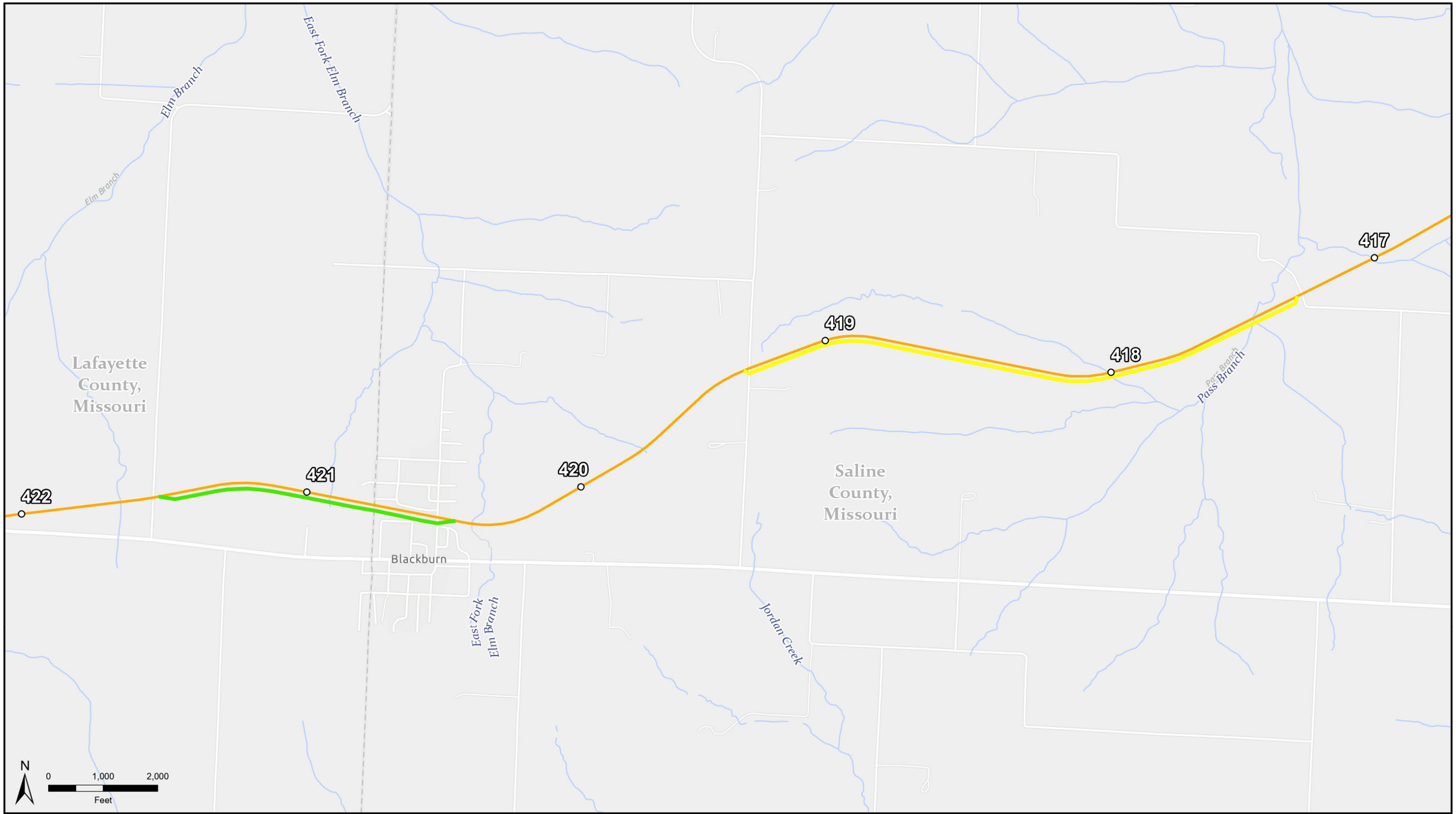
Construction Locations
Harmony Siding Extension
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Saline County, Missouri

ERM

MPLS M:\Clients\A-C\CNR\STB\ArcGIS\InformationRequet_v2_CN_InfoRequest.aprx_CNR_SidingExpansion_ConstructionLoc | REVISED: 02/21/2022 | SCALE: 1:11,000 when printed at 11x17 DRAWN BY: NAD

EXHIBIT B.7

PUBLIC VERSION



Construction Locations
Blackburn Siding Relocation
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Saline County, Missouri

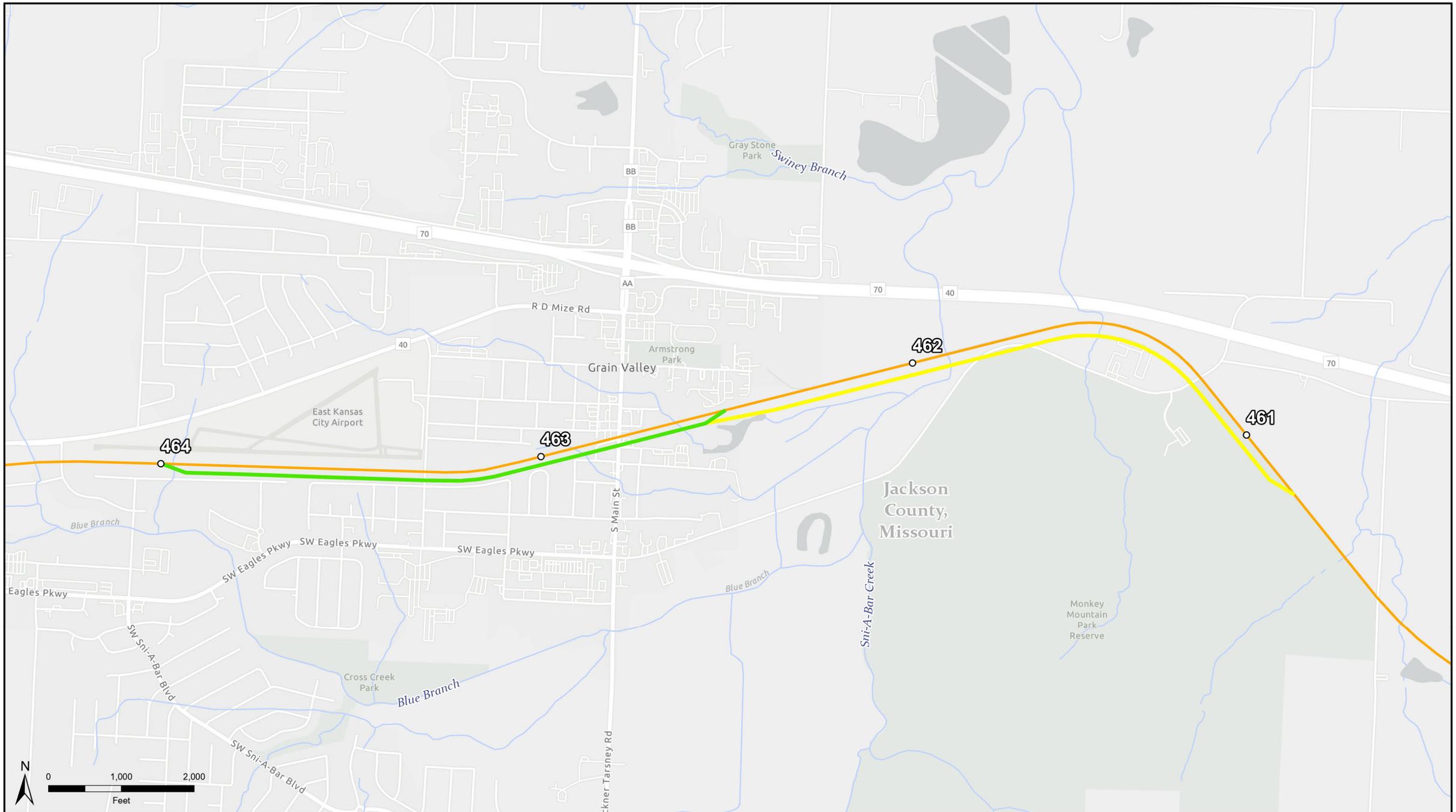
ERM

MPLS M:\Clients\A-C\CNR\STB\ArcGIS\InformationRequet_v2_CN_InfoRequest.aprx_CNR_SidingExpansion_ConstructionLoc | REVISED: 02/21/2022 | SCALE: 1:20,000 when printed at 11x17

DRAWN BY: NAD

EXHIBIT B.8

PUBLIC VERSION



Construction Locations
Grain Valley Siding Extension
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Jackson County, Missouri

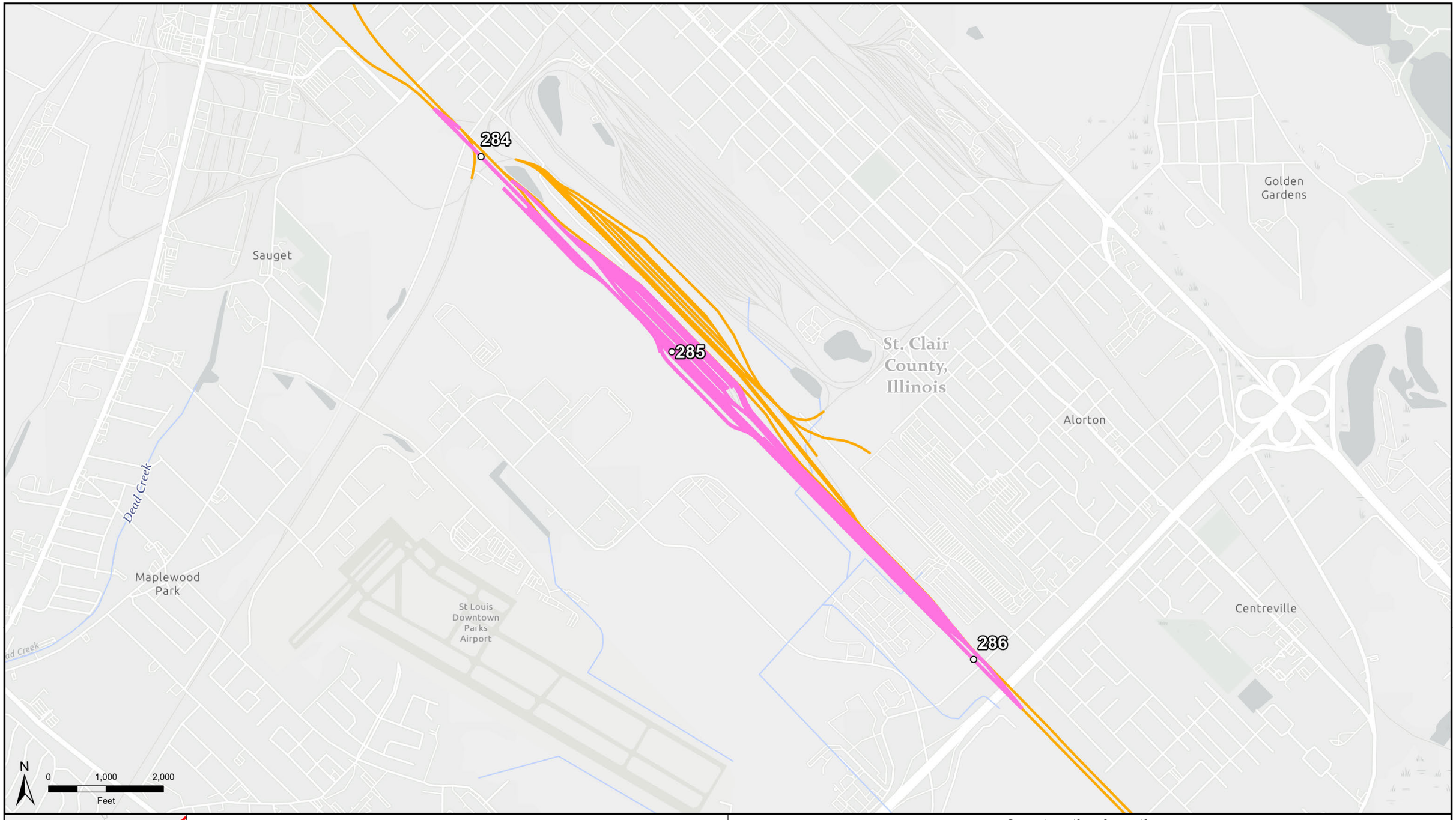
ERM

MPLS M:\Clients\A-C\CNR\STB\ArcGIS\InformationRequet_v2_CN_InfoRequest.aprx_CNR_SidingExpansion_ConstructionLoc | REVISED: 02/21/2022 | SCALE: 1:15,000 when printed at 11x17

DRAWN BY: NAD

EXHIBIT B.9

PUBLIC VERSION



- Milepost
- KCS Railway
- Rail Yard
- Stream/River

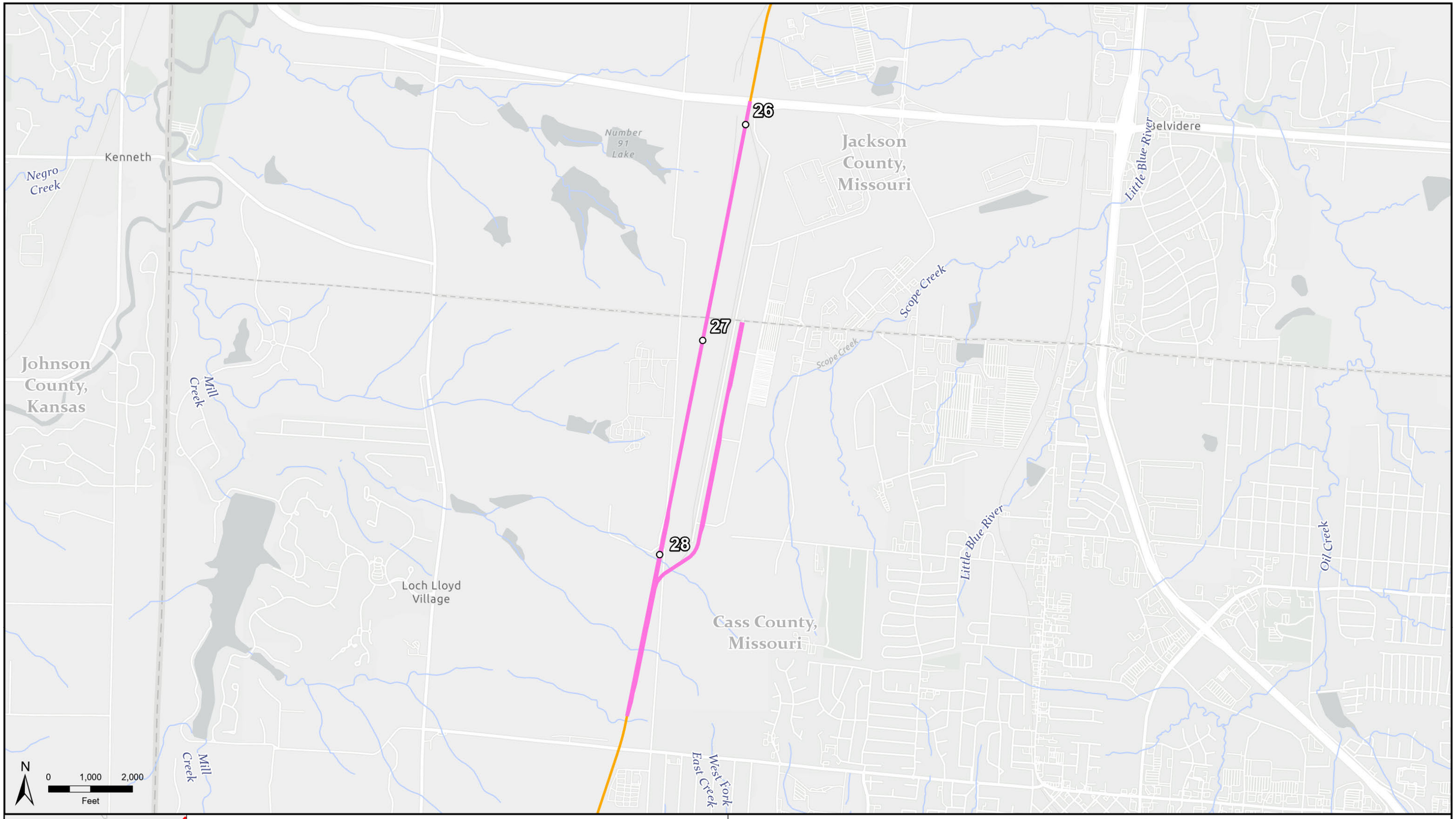
Construction Locations
New Intermodal and Automotive Facility Within Existing East St. Louis Rail Yard
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
St. Clair County Illinois

ERM

MPLS M:\Clients\A-C\CNR\STB\ArcGIS\InformationRequet_v2_CN_InfoRequest.aprx_CNR_SidingExpansion_ConstructionLoc | REVISED: 02/21/2022 | SCALE: 1:19,000 when printed at 11x17 DRAWN BY: NAD

EXHIBIT B.10

PUBLIC VERSION



- Milepost
- KCS Railway
- Rail Yard
- Stream/River

Construction Locations
New CN Intermodal and Automotive Facility Within Existing International Freight Gateway Yard
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Jackson and Cass County, Missouri

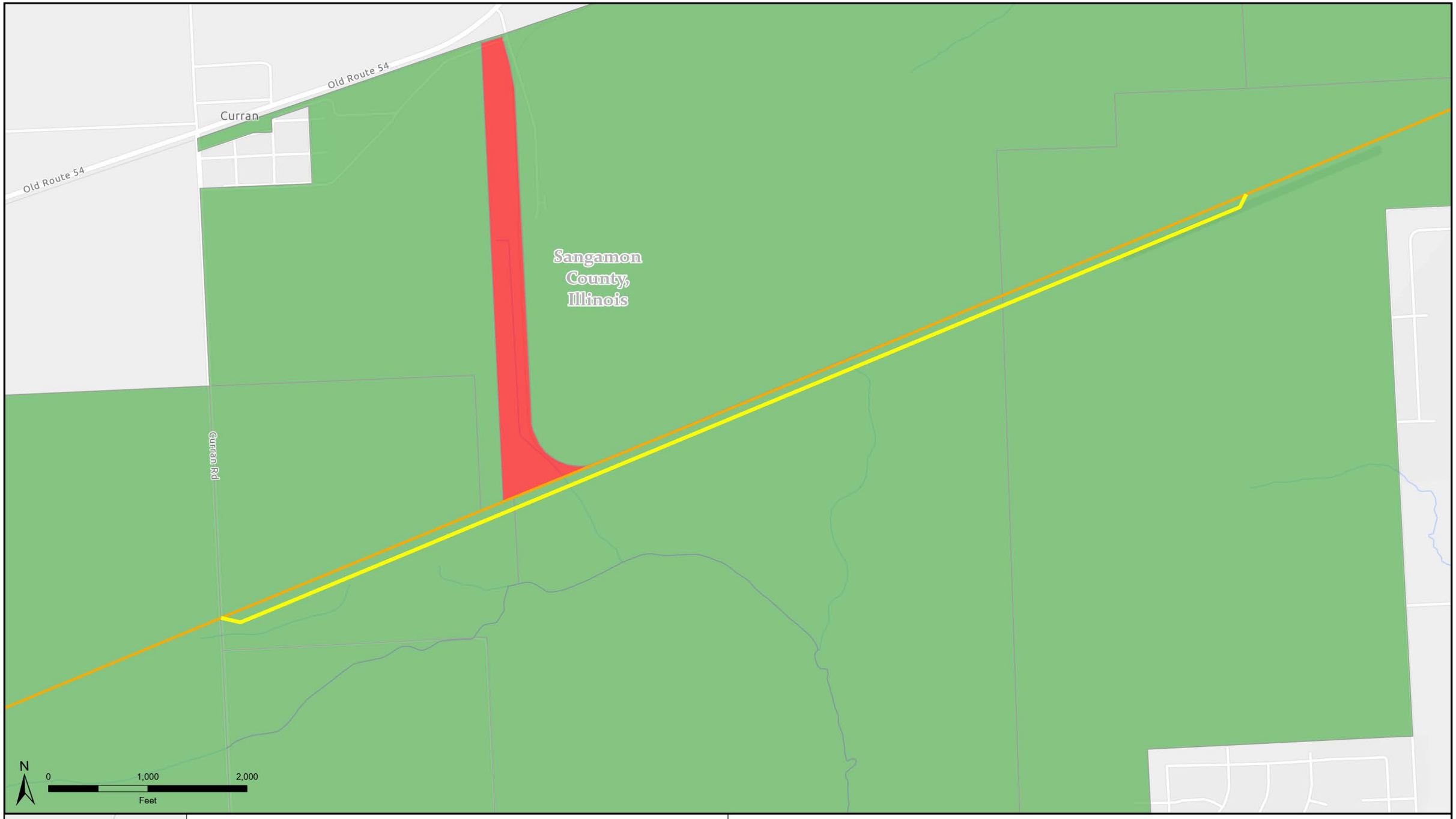
ERM

MPLS M:\Clients\A-C\CNR\STB\ArcGIS\InformationRequet_v2_CN_InfoRequest.aprx_CNR_SidingExpansion_ConstructionLoc | REVISED: 02/21/2022 | SCALE: 1:26,000 when printed at 11x17 DRAWN BY: NAD

EXHIBIT G.1 – LAND USE

LAND USE BY CONSTRUCTION

PUBLIC VERSION



KCS Railway
Proposed Siding
Stream/River

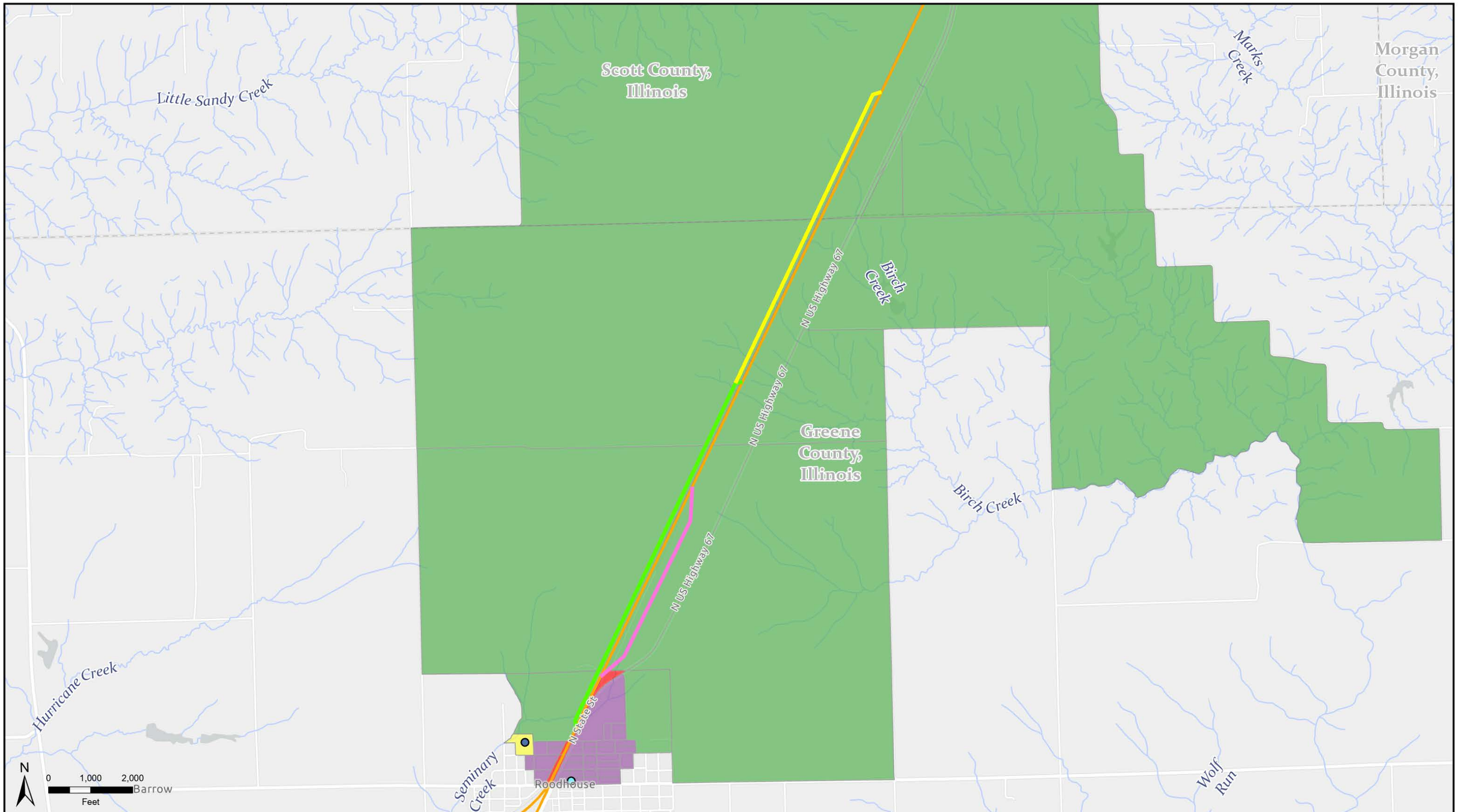
Land Use
Agricultural/Rural
Industrial

Land Use by Census Block within 0.25 Miles of Construction
Cockrell New Siding
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Sangamon County, Illinois

ERM

MPLS M:\Clients\A-C\CNR\STB\ArcGIS\InformationRequet_v2_CN_InfoRequest.aprx_CNR_SidingExpansion_LandUse | REVISED: 02/21/2022 | SCALE: 1:11,000 when printed at 11x17 | DRAWN BY: NAD

PUBLIC VERSION



Land Use by Census Block within 0.25 Miles of Construction
Roodhouse Siding Extension and New Yard Track
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Scott and Greene County, Illinois

ERM

MPLS M:\Clients\A-C\CNR\STB\ArcGIS\InformationRequet_v2_CN_InfoRequest.aprx_CNR_SidingExpansion_LandUse | REVISED: 02/21/2022 | SCALE: 1:26,000 when printed at 11x17 DRAWN BY: NAD

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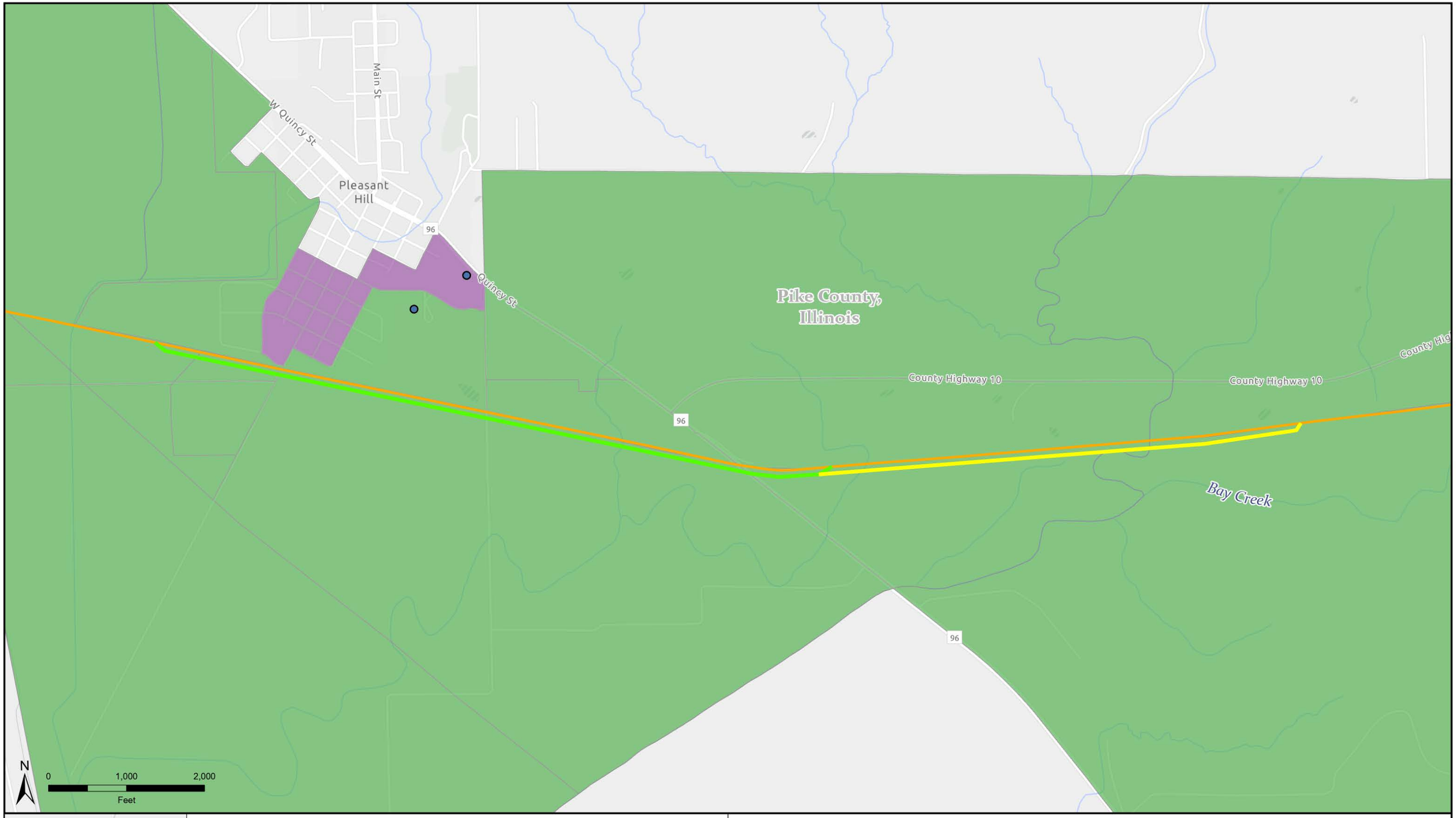


KCS Railway
Proposed Siding
Existing Siding
Stream/River
School

Land Use
Agricultural/Rural
Low Density Residential

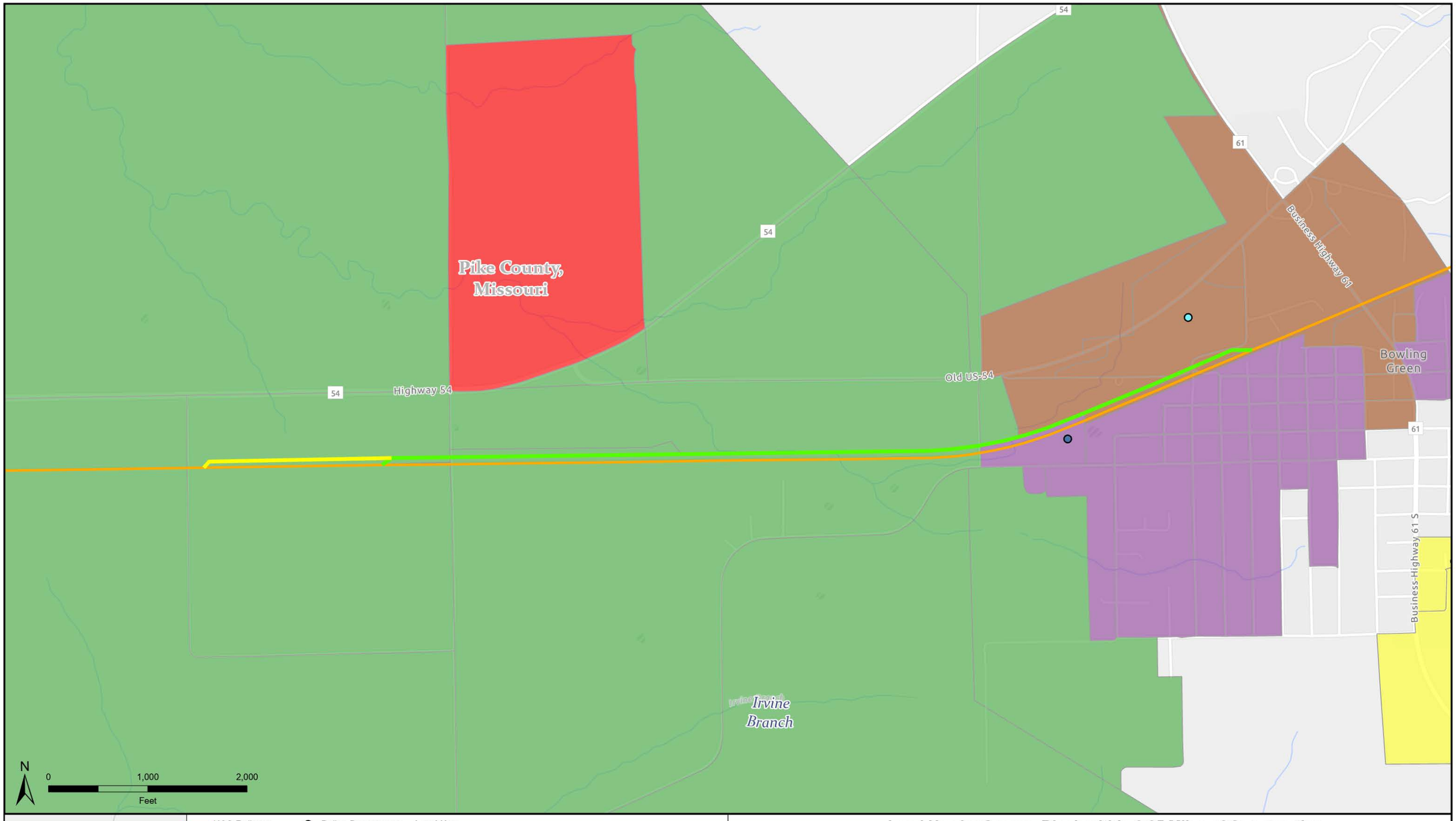
Land Use by Census Block within 0.25 Miles of Construction
Pleasant Hill Siding Extension
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Pike County, Illinois

ERM

MPLS M:\Clients\A-C\CNR\STB\ArcGIS\InformationRequet_v2_CN_InfoRequest.aprx_CNR_SidingExpansion_LandUse | REVISED: 02/21/2022 | SCALE: 1:14,000 when printed at 11x17

DRAWN BY: NAD

PUBLIC VERSION



KCS Railway
Proposed Siding
Existing Siding
Stream/River

Police Department
School

Land Use
Agricultural/Rural
Industrial
Low Density Residential
School
Urban Commercial/Residential/Mixed

Land Use by Census Block within 0.25 Miles of Construction
Bowling Green Siding Extension
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Pike County, Missouri

ERM

MPLS M:\Clients\A-C\CNR\STB\ArcGIS\InformationRequet_v2_CN_InfoRequest.aprx_CNR_SidingExpansion_LandUse | REVISED: 02/21/2022 | SCALE: 1:11,000 when printed at 11x17

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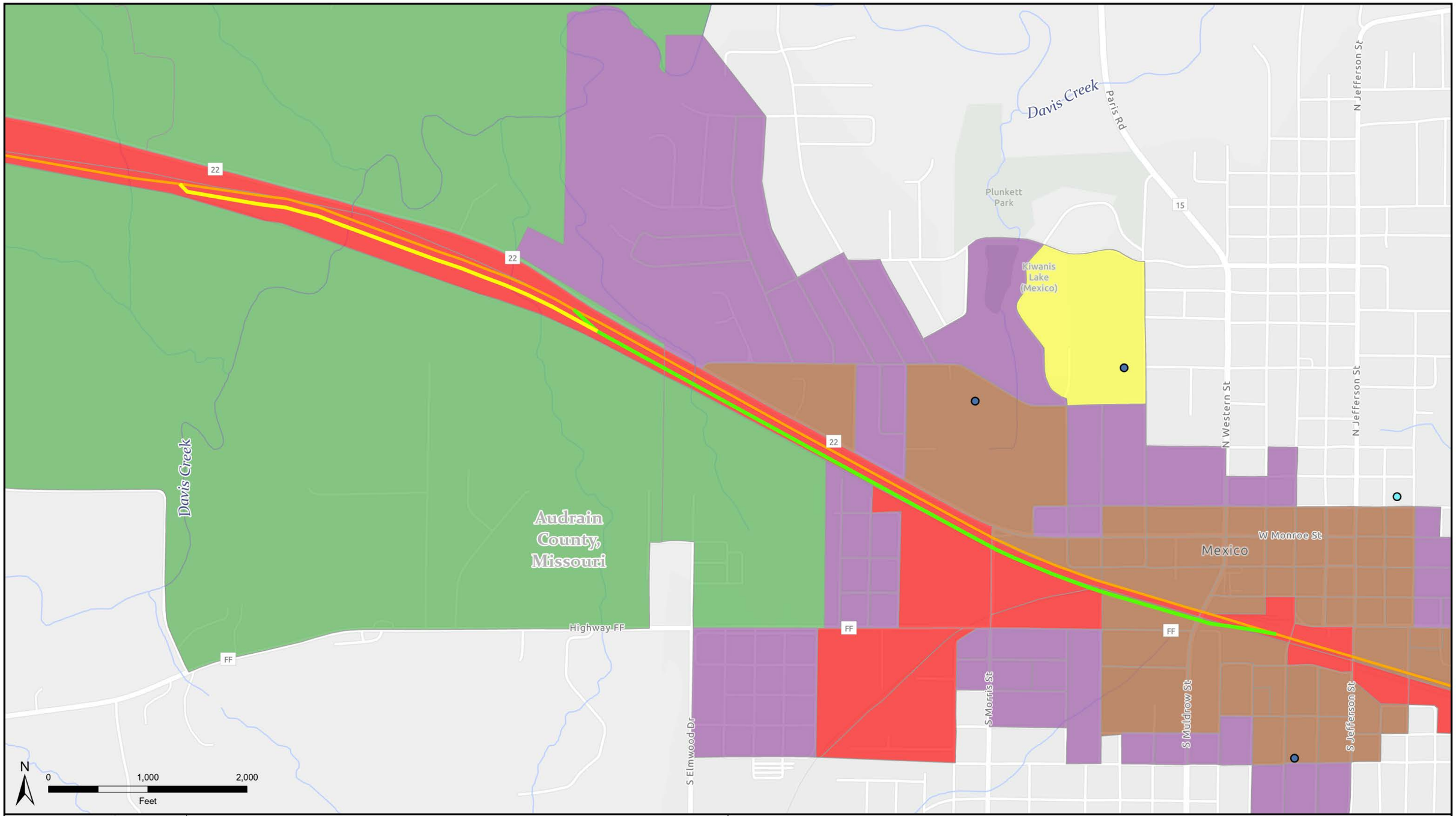
PUBLIC VERSION



KCS Railway
Proposed Siding
Existing Siding
Stream/River

Police Department
School

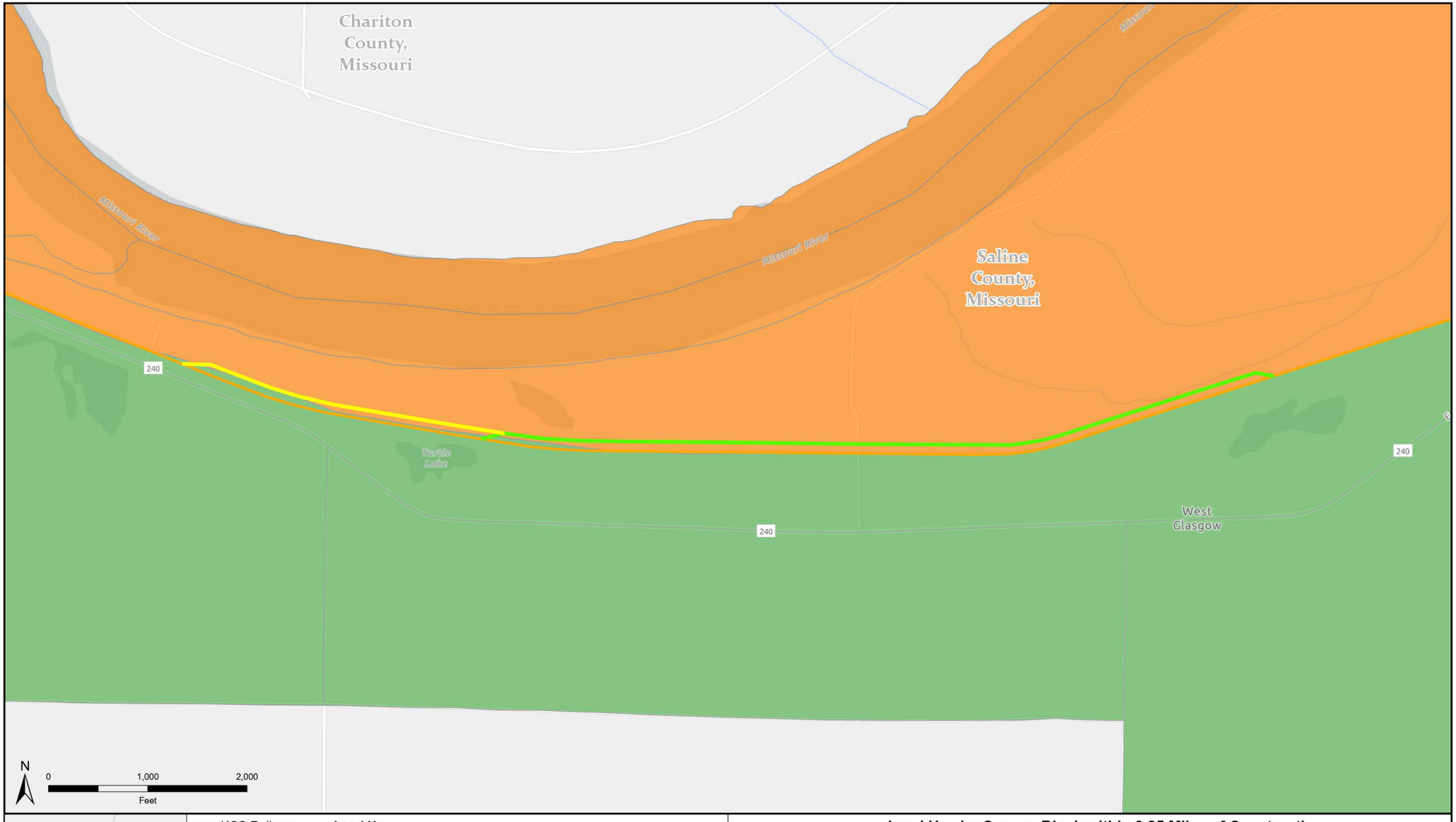
Land Use
Agricultural/Rural
Industrial
Low Density Residential
School
Urban Commercial/Residential/Mixed

Land Use by Census Block within 0.25 Miles of Construction
Mexico West Siding Extension
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Audrain County, Missouri

ERM

MPLS M:\Clients\A-C\CNR\STB\ArcGIS\InformationRequet_v2_CN_InfoRequest.aprx_CNR_SidingExpansion_LandUse | REVISED: 02/21/2022 | SCALE: 1:11,000 when printed at 11x17 | DRAWN BY: NAD

PUBLIC VERSION



KCS Railway
Proposed Siding
Existing Siding
Stream/River

Land Use

Agricultural/Rural
Other Open Space

Land Use by Census Block within 0.25 Miles of Construction
Harmony Siding Extension
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Saline County, Missouri

ERM

MPLS M:\Clients\A-C\CNR\STB\ArcGIS\InformationRequet_v2_CN_InfoRequest.aprx_CNR_SidingExpansion_LandUse | REVISED: 02/21/2022 | SCALE: 1:11,000 when printed at 11x17

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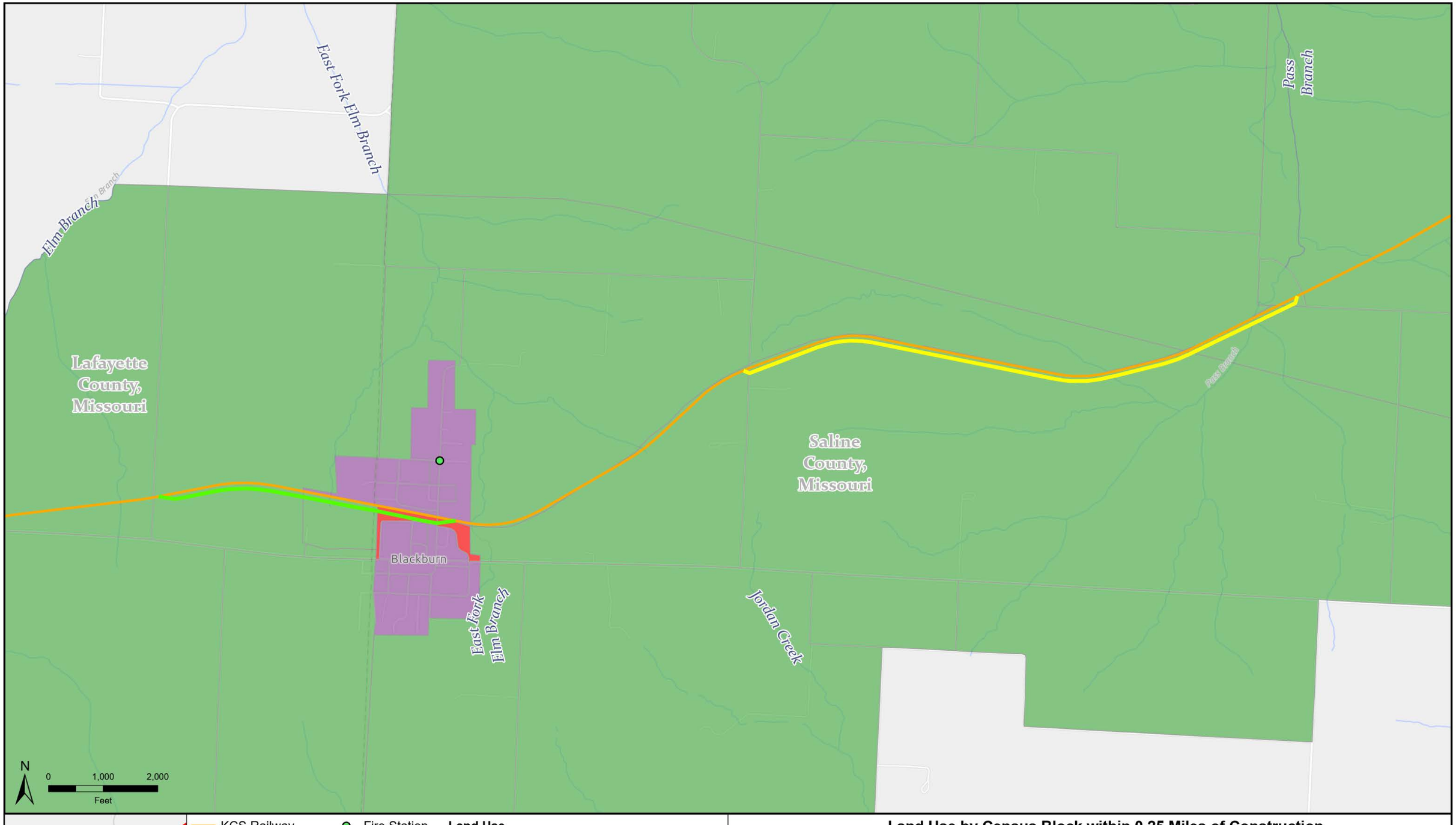
PUBLIC VERSION



KCS Railway
Proposed Siding
Existing Siding
Stream/River

Fire Station

Land Use
Agricultural/Rural
Industrial
Low Density Residential

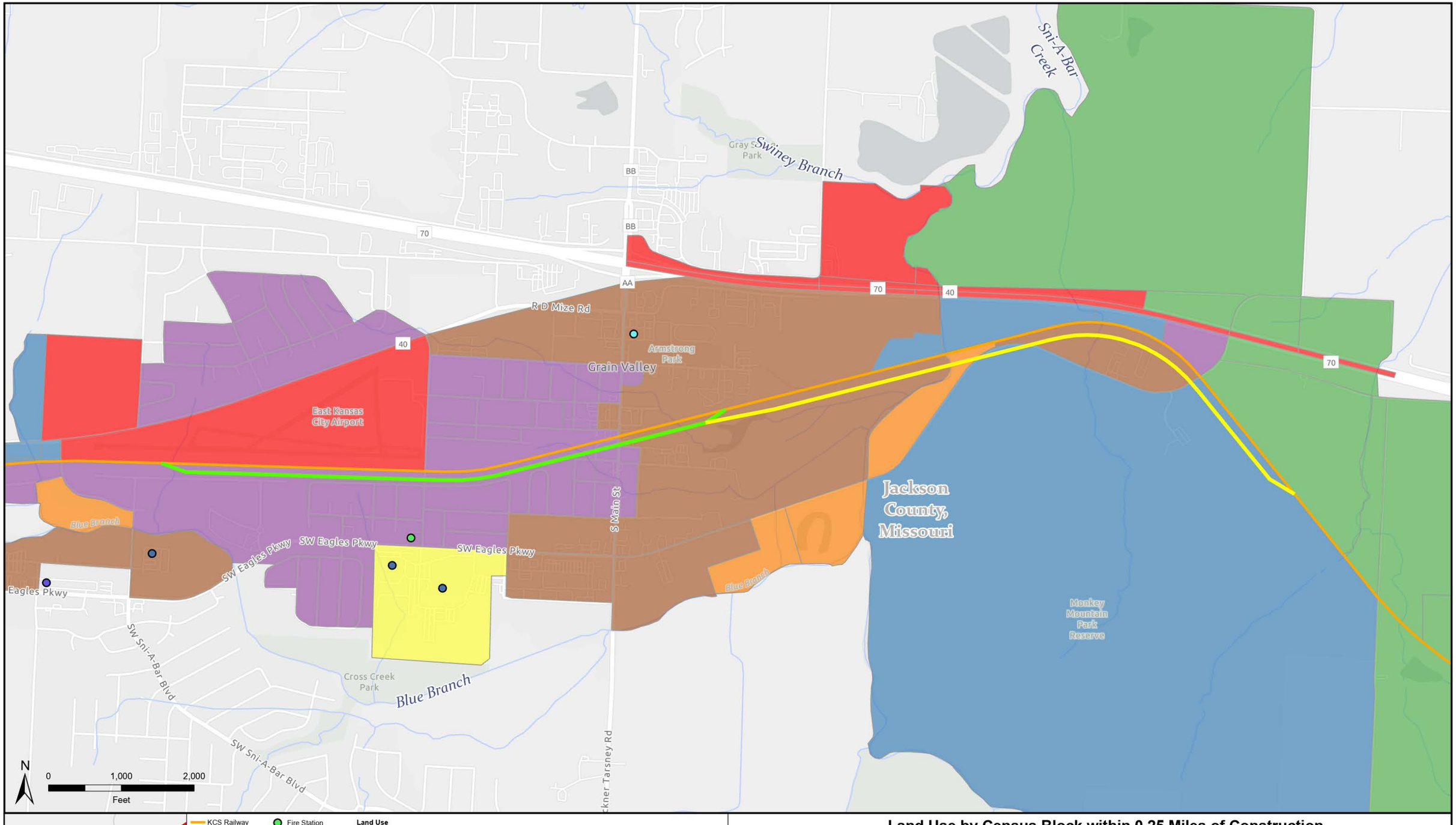
Land Use by Census Block within 0.25 Miles of Construction
Blackburn Siding Relocation
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Saline County, Missouri

ERM

MPLS M:\Clients\A-C\CNR\STB\ArcGIS\InformationRequet_v2_CN_InfoRequest.aprx_CNR_SidingExpansion_LandUse | REVISED: 02/21/2022 | SCALE: 1:20,000 when printed at 11x17

DRAWN BY: NAD

PUBLIC VERSION

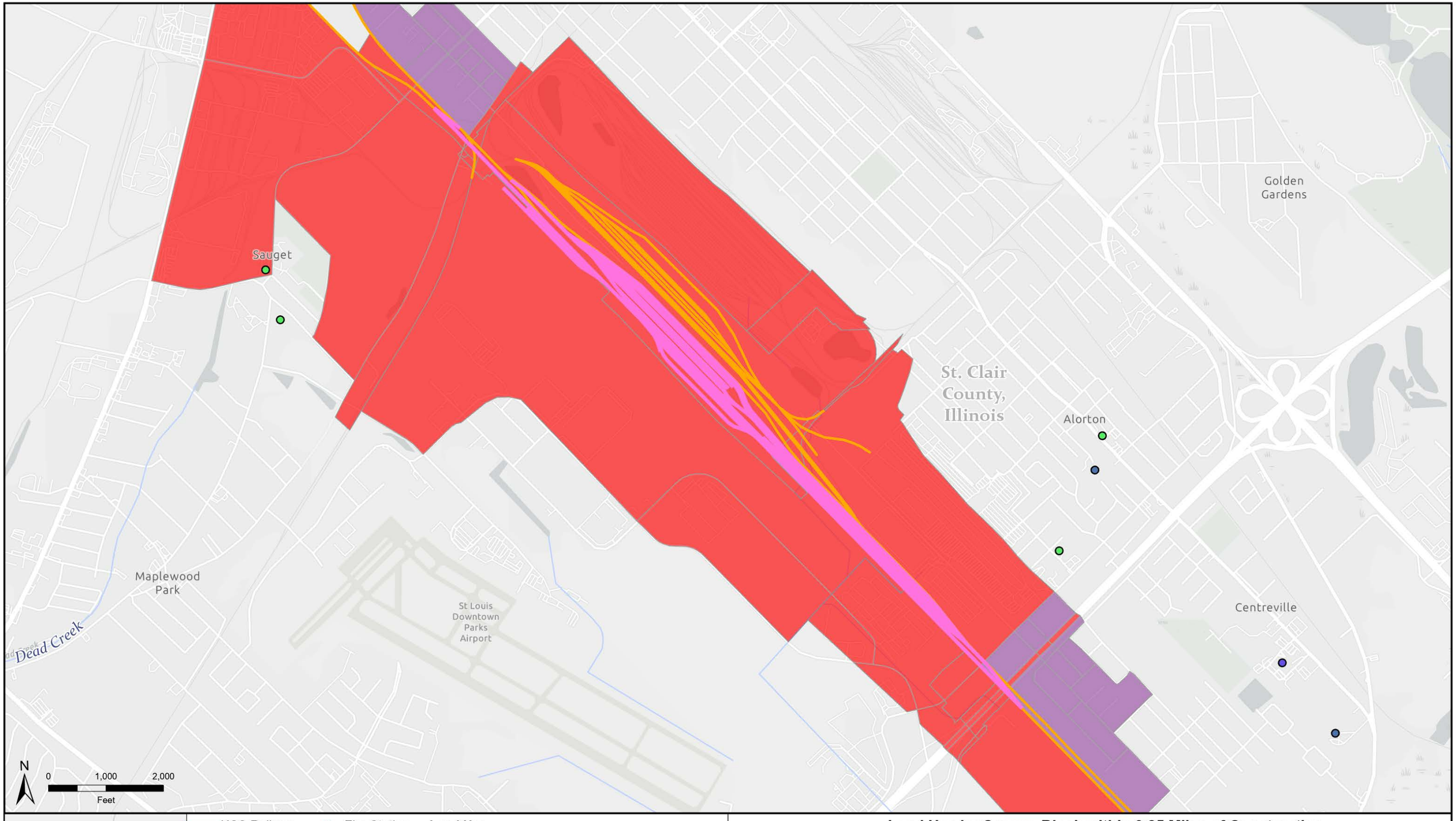


Land Use by Census Block within 0.25 Miles of Construction
Grain Valley Siding Extension
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Jackson County, Missouri

ERM

MPLS M:\Clients\A-C\CNR\STB\ArcGIS\InformationRequet_v2_CN_InfoRequest.aprx_CNR_SidingExpansion_LandUse | REVISED: 02/21/2022 | SCALE: 1:15,000 when printed at 11x17 | DRAWN BY: NAD

PUBLIC VERSION



KCS Railway
Rail Yard
Stream/River

Fire Station
Hospital
School

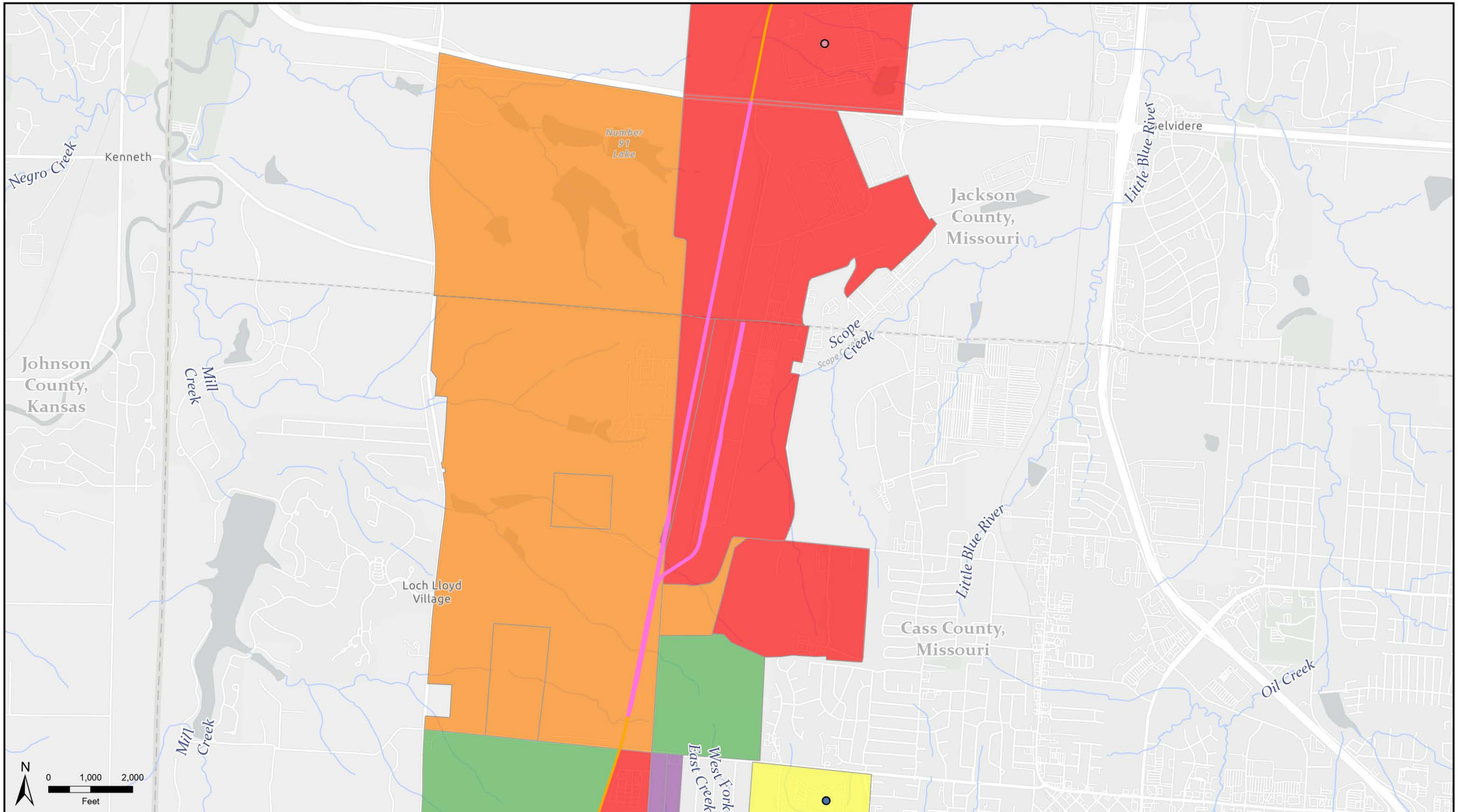
Land Use
Industrial
Low Density Residential

Land Use by Census Block within 0.25 Miles of Construction
New Intermodal and Automotive Facility Within Existing East St. Louis Rail Yard
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
St. Clair County Illinois

ERM

MPLS M:\Clients\A-C\CNR\STB\ArcGIS\InformationRequet_v2_CN_InfoRequest.aprx_CNR_SidingExpansion_LandUse | REVISED: 02/21/2022 | SCALE: 1:19,000 when printed at 11x17 DRAWN BY: NAD

PUBLIC VERSION



KCS Railway
Rail Yard
Stream/River
Federal Government Office
School

Land Use
- Agricultural/Rural
- Industrial
- Low Density Residential
- Other Open Space
- School

Land Use by Census Block within 0.25 Miles of Construction
New CN Intermodal and Automotive Facility Within Existing International Freight Gateway Yard
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Jackson and Cass County, Missouri

ERM

MPLS M:\Clients\A-C\CNR\STB\ArcGIS\InformationRequet_v2_CN_InfoRequest.aprx_CNR_SidingExpansion_LandUse | REVISED: 02/21/2022 | SCALE: 1:26,000 when printed at 11x17

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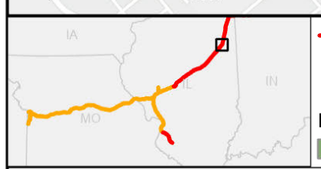
LAND USE BY TRACK (GILMAN, SPRINGFIELD, ST. LOUIS)

PUBLIC VERSION



- CN Railway
- Hospital
- School

Land Use

- Agricultural/Rural
- Industrial
- Low Density Residential
- School
- Urban Commercial/Residential/Mixed

Land Use within 0.25 Mile of Track
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Illinois

ERM

MPLS M:\Staff\Dunn\CNR1\CNR1.aprx_CNR_SidingExpansion_AtGradeCrossing12 | REVISED: 02/22/2022 | SCALE: 1:24,000 when printed at 11x17

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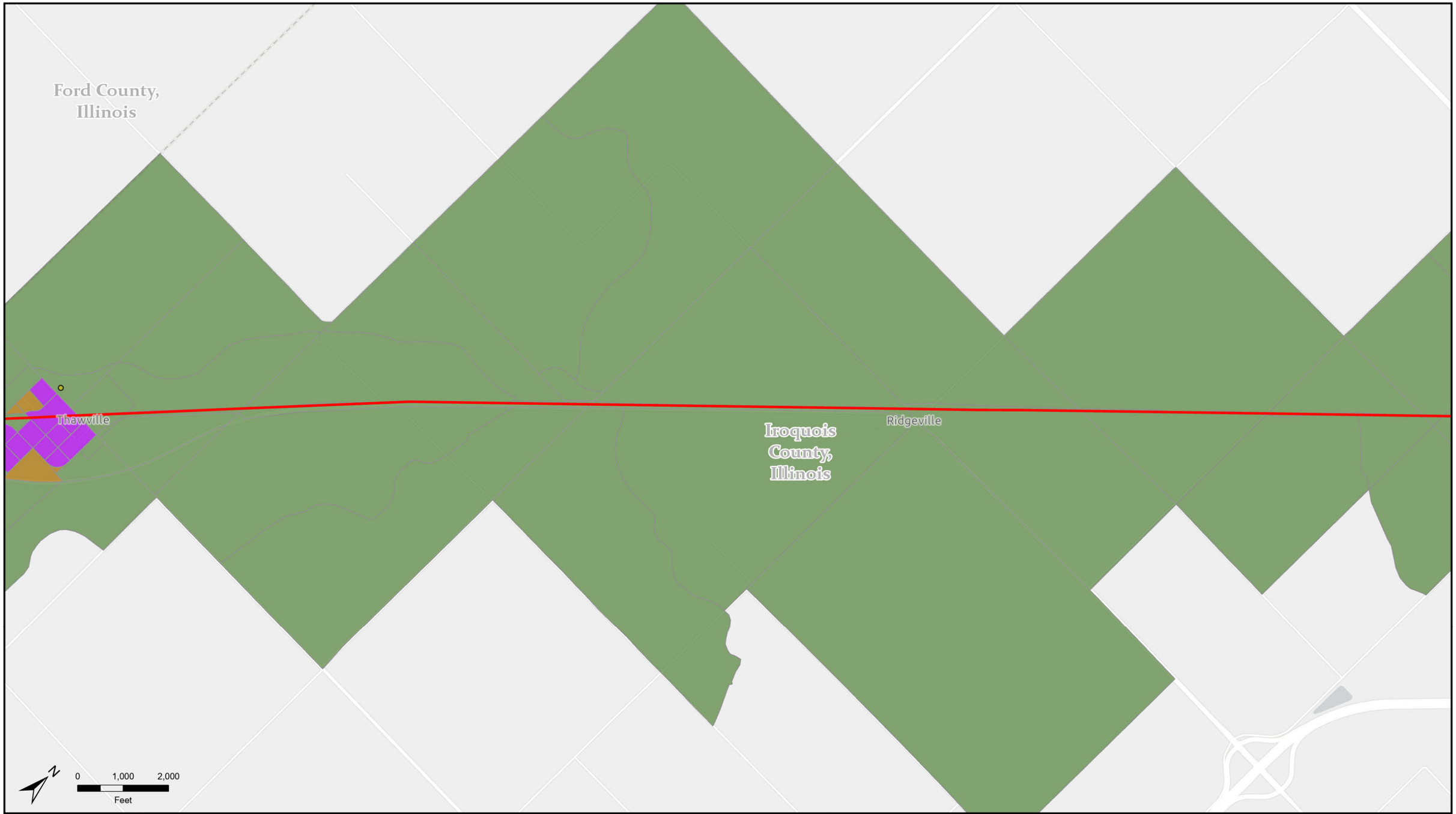
PUBLIC VERSION



CN Railway
School

Land Use

Agricultural/Rural
Low Density Residential
Urban Commercial/Residential/Mixed

Land Use within 0.25 Mile of Track
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Illinois

ERM

MPLS M:\Staff\Dunn\CNR1\CNR1.aprx_CNR_SidingExpansion_AtGradeCrossing12 | REVISED: 02/22/2022 | SCALE: 1:24,000 when printed at 11x17

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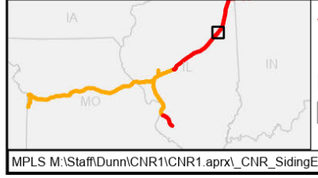
PUBLIC VERSION



CN Railway
School

Land Use

Agricultural/Rural
Industrial
Low Density Residential
Urban Commercial/Residential/Mixed

Land Use within 0.25 Mile of Track
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Illinois

MPLS M:\Staff\Dunn\CNR1\CNR1.aprx_CNR_SidingExpansion_AtGradeCrossing12 | REVISED: 02/22/2022 | SCALE: 1:24,000 when printed at 11x17

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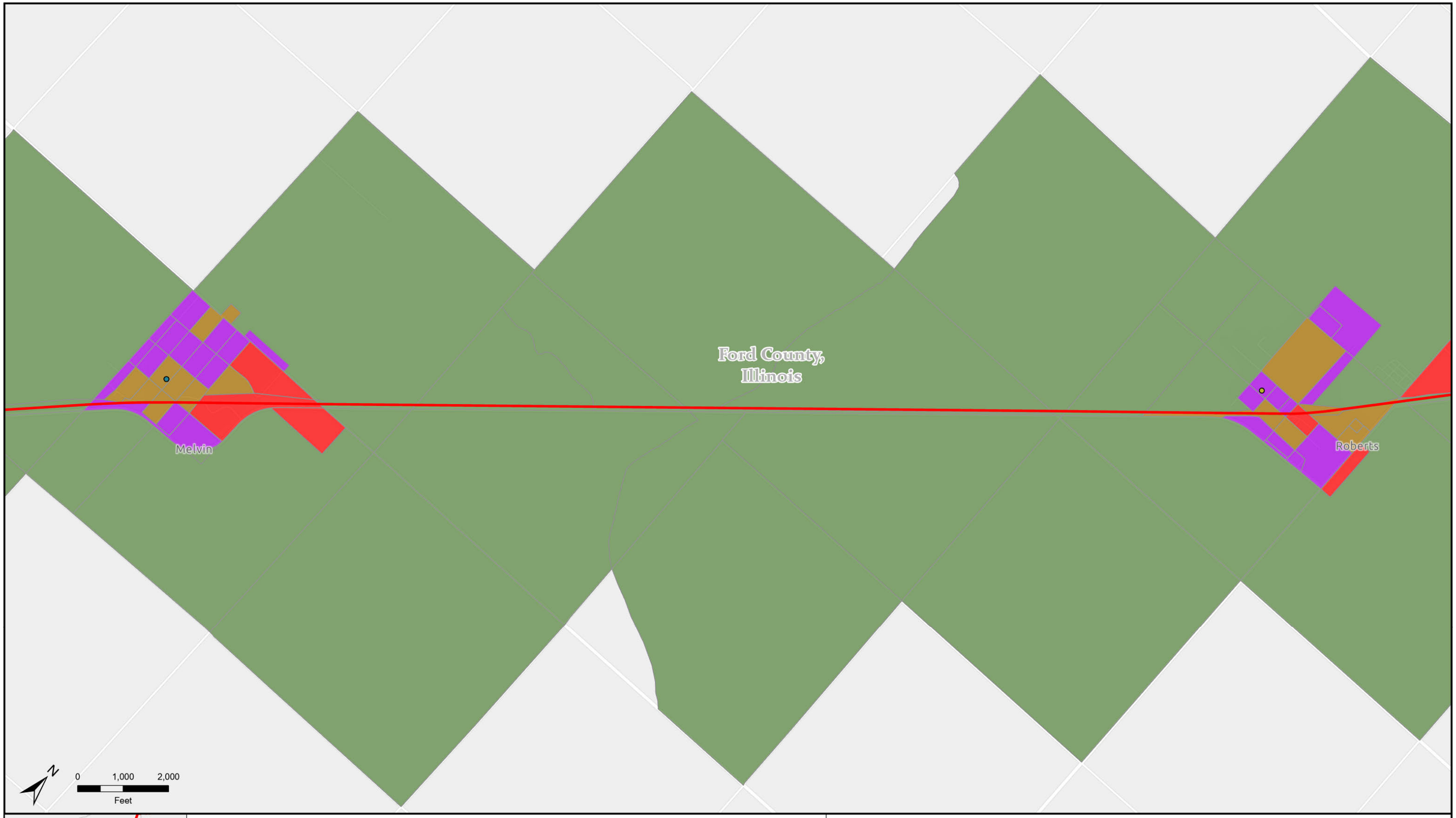
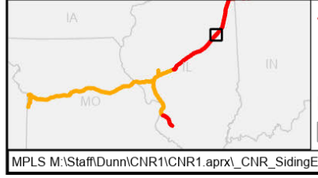




CN Railway
Fire Station
School

Land Use

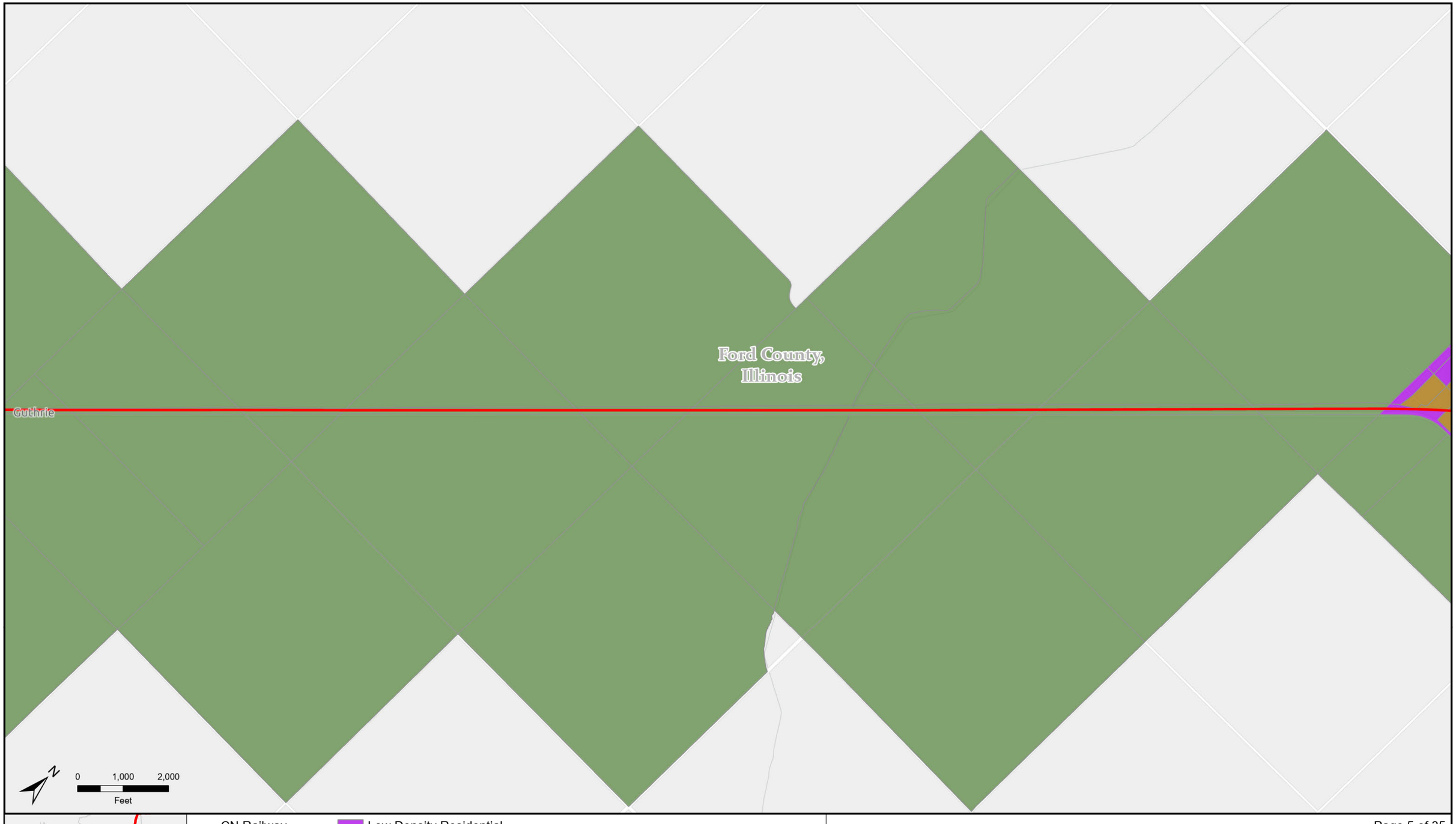
Agricultural/Rural
Industrial
Low Density Residential
Urban Commercial/Residential/Mixed

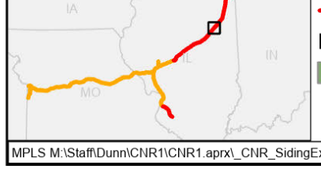
Land Use within 0.25 Mile of Track
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Illinois

ERM

MPLS M:\Staff\Dunn\CNR1\CNR1.aprx_CNR_SidingExpansion_AtGradeCrossing12 | REVISED: 02/22/2022 | SCALE: 1:24,000 when printed at 11x17

DRAWN BY: NAD





CN Railway

Land Use

Agricultural/Rural

Low Density Residential

Urban Commercial/Residential/Mixed

Land Use within 0.25 Mile of Track
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Illinois

ERM

MPLS M:\Staff\Dunn\CNR1\CNR1.aprx_CNR_SidingExpansion_AtGradeCrossing12 | REVISED: 02/22/2022 | SCALE: 1:24,000 when printed at 11x17

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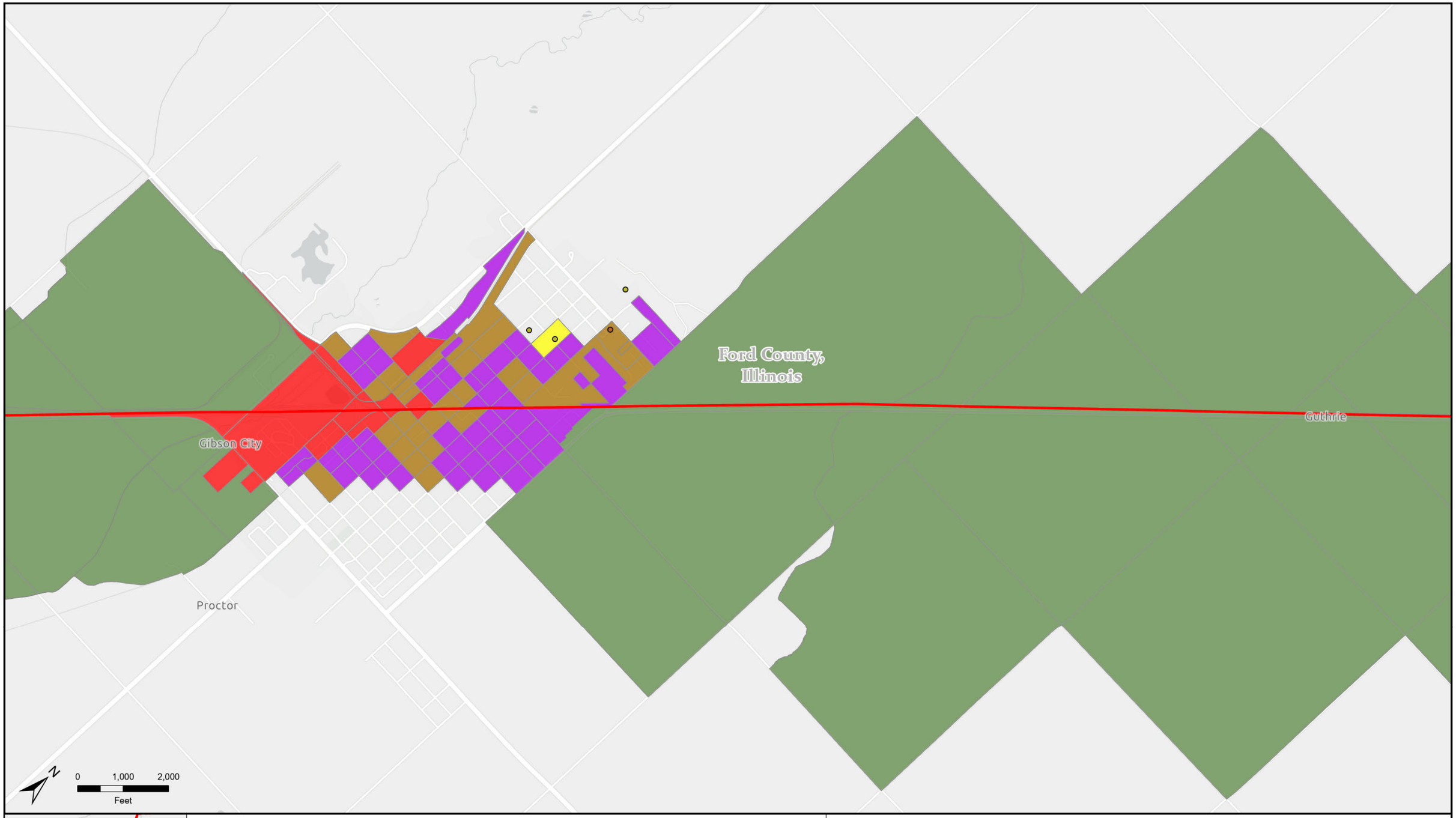

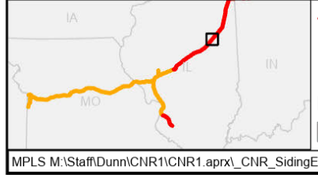

CN Railway
Hospital
School

Land Use

Agricultural/Rural
Industrial
Low Density Residential
School
Urban Commercial/Residential/Mixed

Land Use within 0.25 Mile of Track
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Illinois

MPLS M:\Staff\Dunn\CNR1\CNR1.aprx_CNR_SidingExpansion_AtGradeCrossing12 | REVISED: 02/22/2022 | SCALE: 1:24,000 when printed at 11x17

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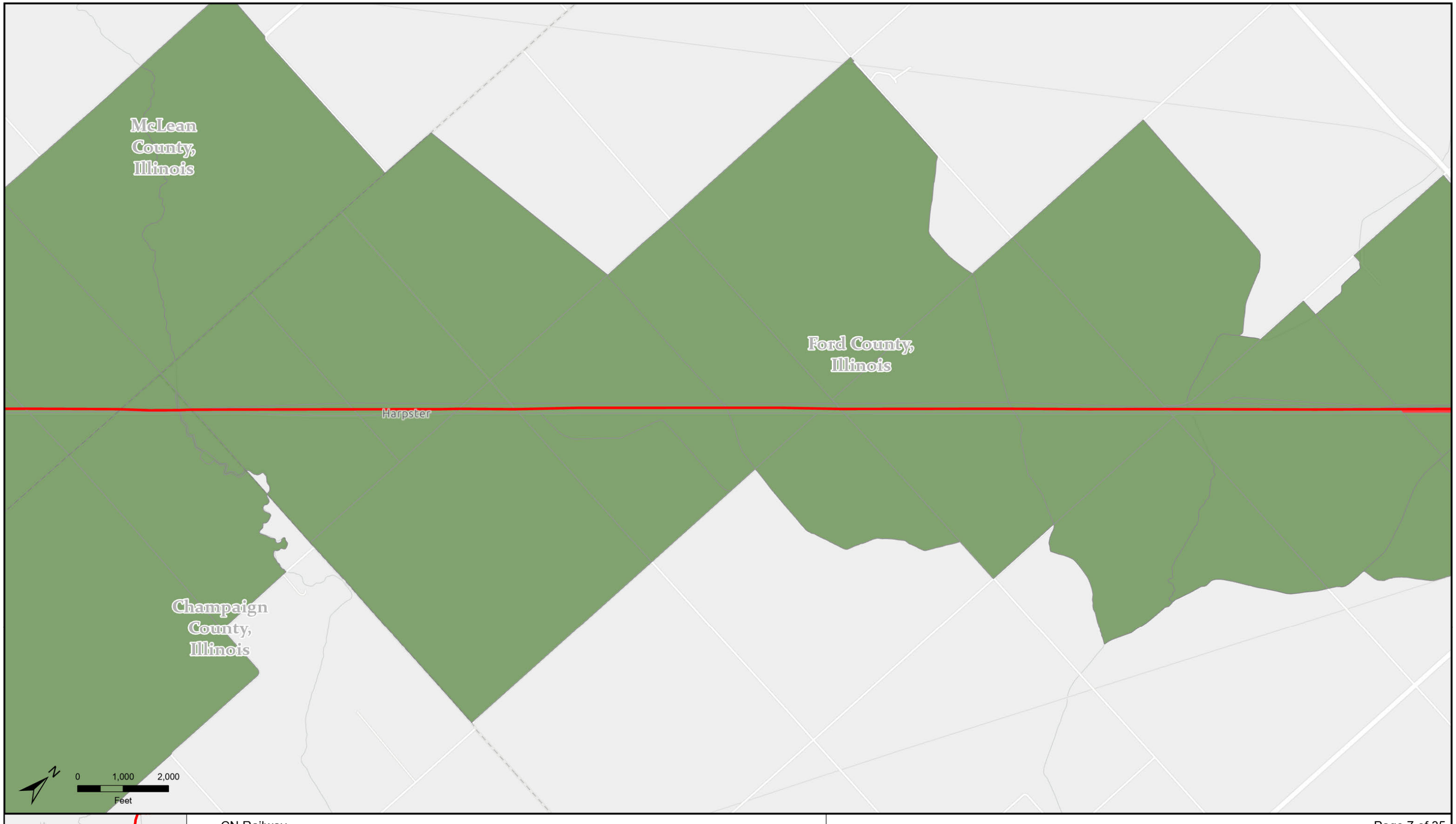

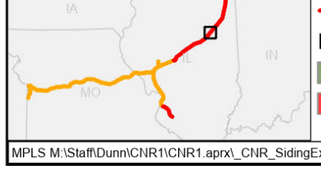

CN Railway

Land Use

Agricultural/Rural

Industrial

Land Use within 0.25 Mile of Track
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Illinois

ERM

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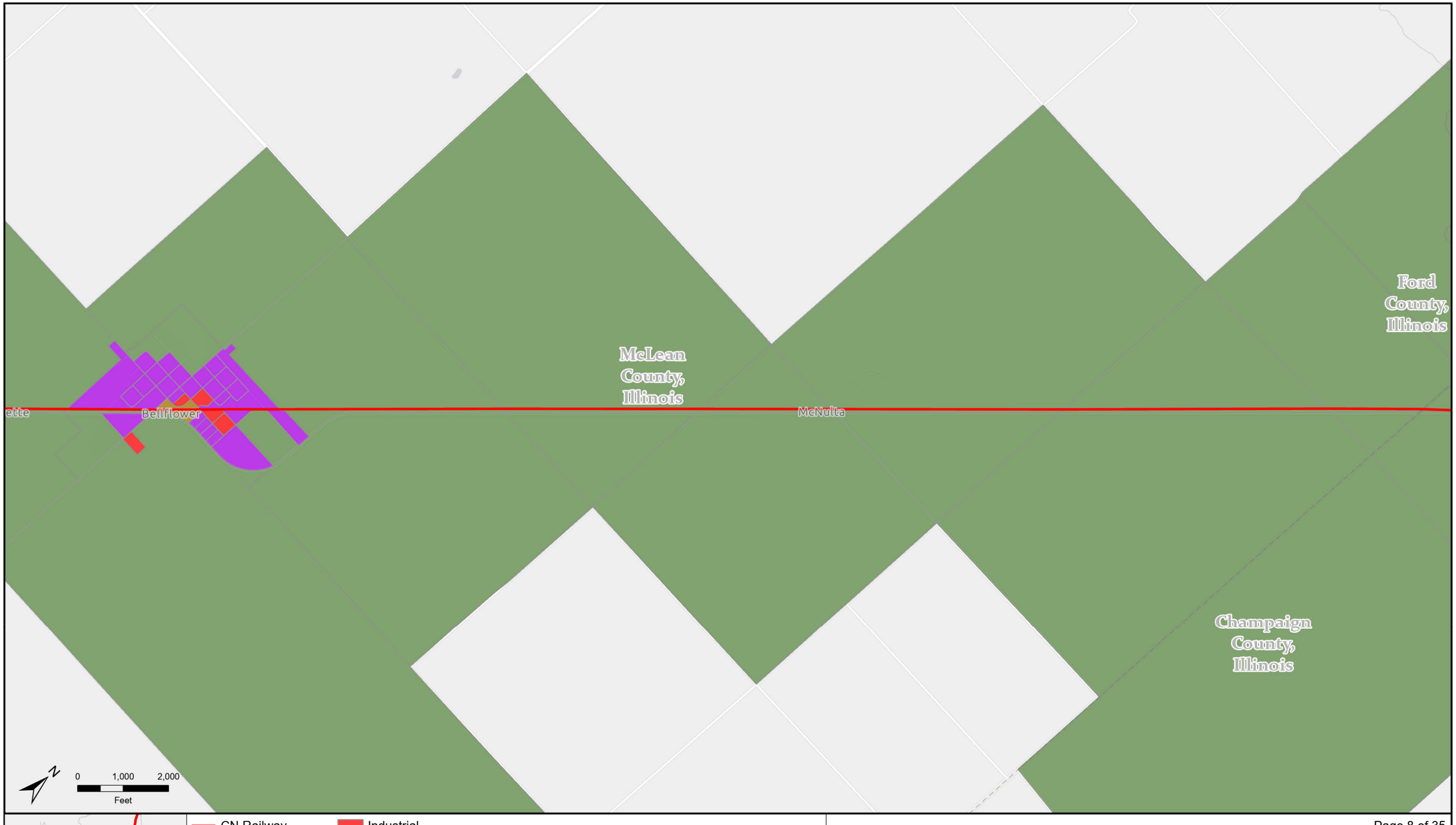

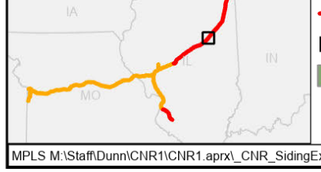

CN Railway

Land Use

- Agricultural/Rural
- Industrial
- Low Density Residential
- Urban Commercial/Residential/Mixed

Land Use within 0.25 Mile of Track
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Illinois

ERM

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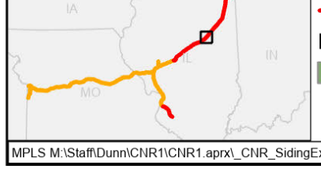

CN Railway

Land Use

Agricultural/Rural

Industrial

Low Density Residential

Urban Commercial/Residential/Mixed

Land Use within 0.25 Mile of Track
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Illinois

ERM

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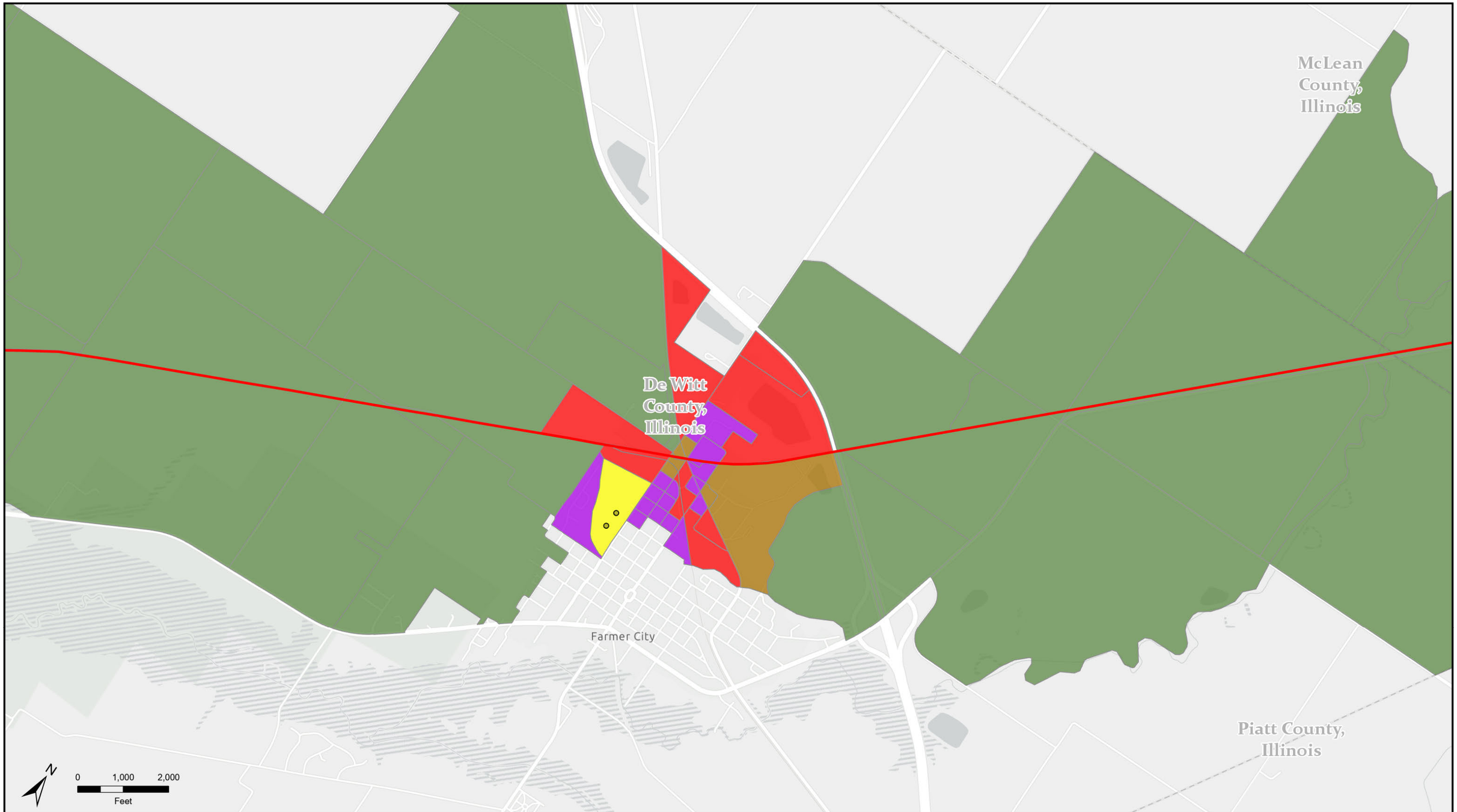

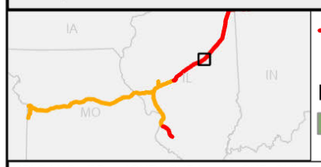

CN Railway
School

Land Use

Agricultural/Rural
Industrial
Low Density Residential
School
Urban Commercial/Residential/Mixed

Land Use within 0.25 Mile of Track
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Illinois

ERM

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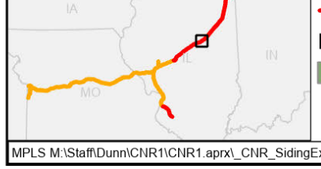

CN Railway

Land Use

Agricultural/Rural

Land Use within 0.25 Mile of Track
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Illinois

ERM

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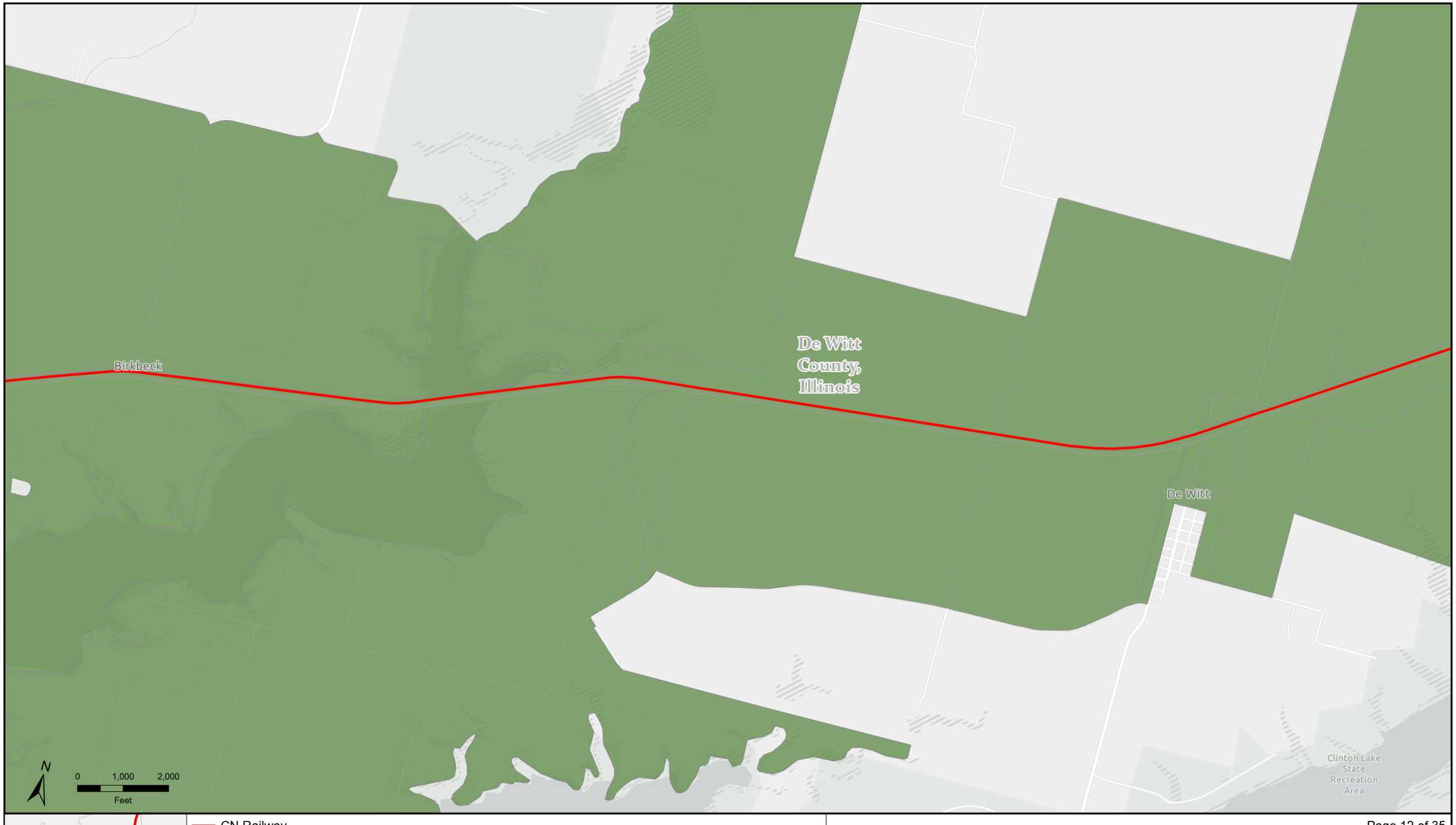

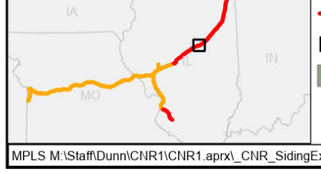

CN Railway

Land Use

Agricultural/Rural

Land Use within 0.25 Mile of Track
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Illinois

ERM

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CN Railway
Hospital
School

Land Use

Agricultural/Rural
Low Density Residential
Other Open Space
School
Urban Commercial/Residential/Mixed

Land Use within 0.25 Mile of Track
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Illinois

ERM

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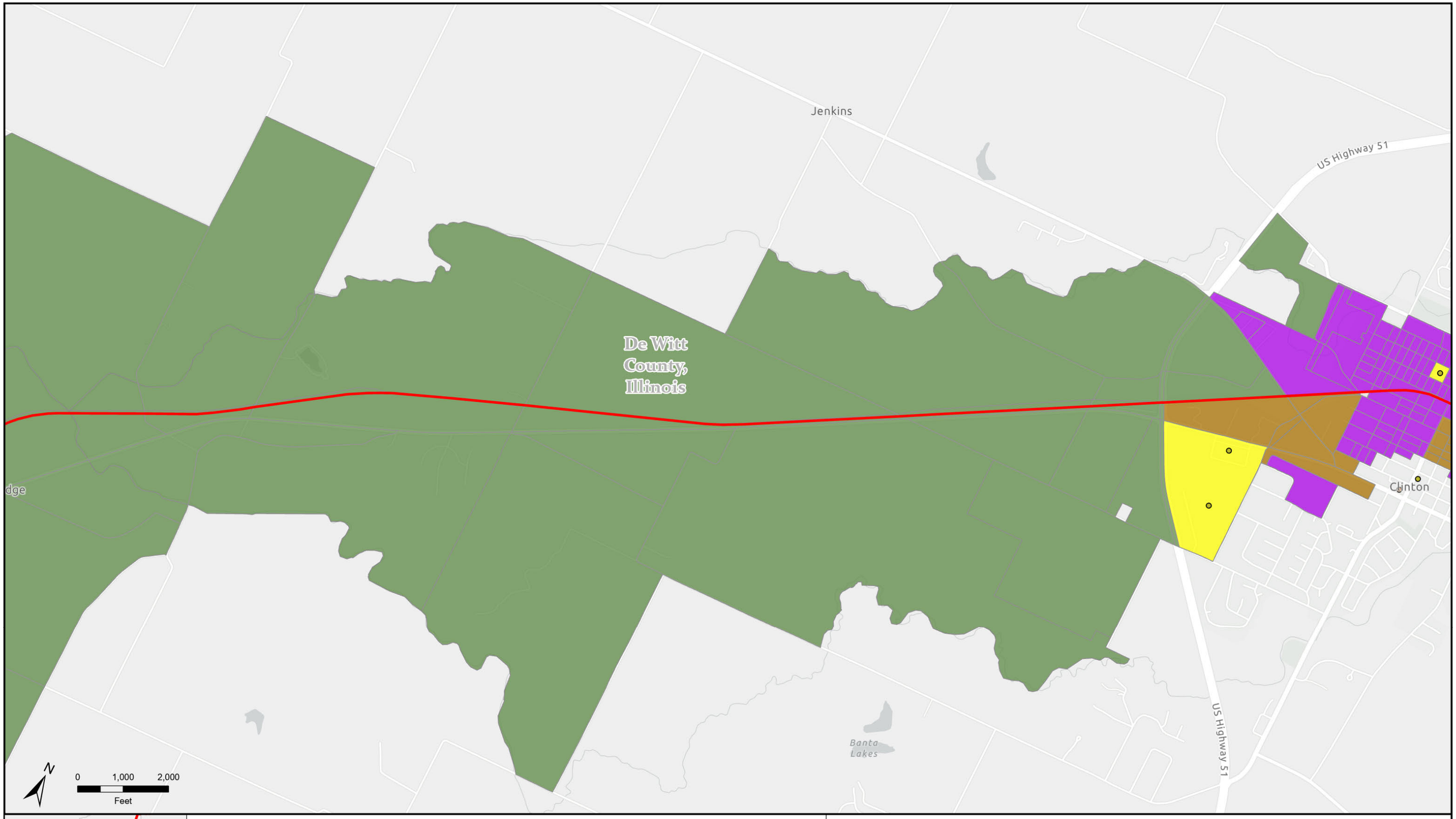

- CN Railway
- Hospital
- School

Land Use

- Agricultural/Rural
- Low Density Residential
- School
- Urban Commercial/Residential/Mixed

Land Use within 0.25 Mile of Track
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Illinois

ERM

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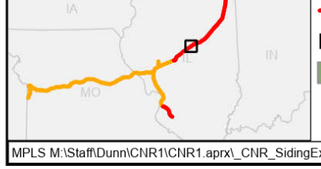

CN Railway

Land Use

- Agricultural/Rural
- Industrial
- Low Density Residential
- Urban Commercial/Residential/Mixed

Land Use within 0.25 Mile of Track
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Illinois

ERM

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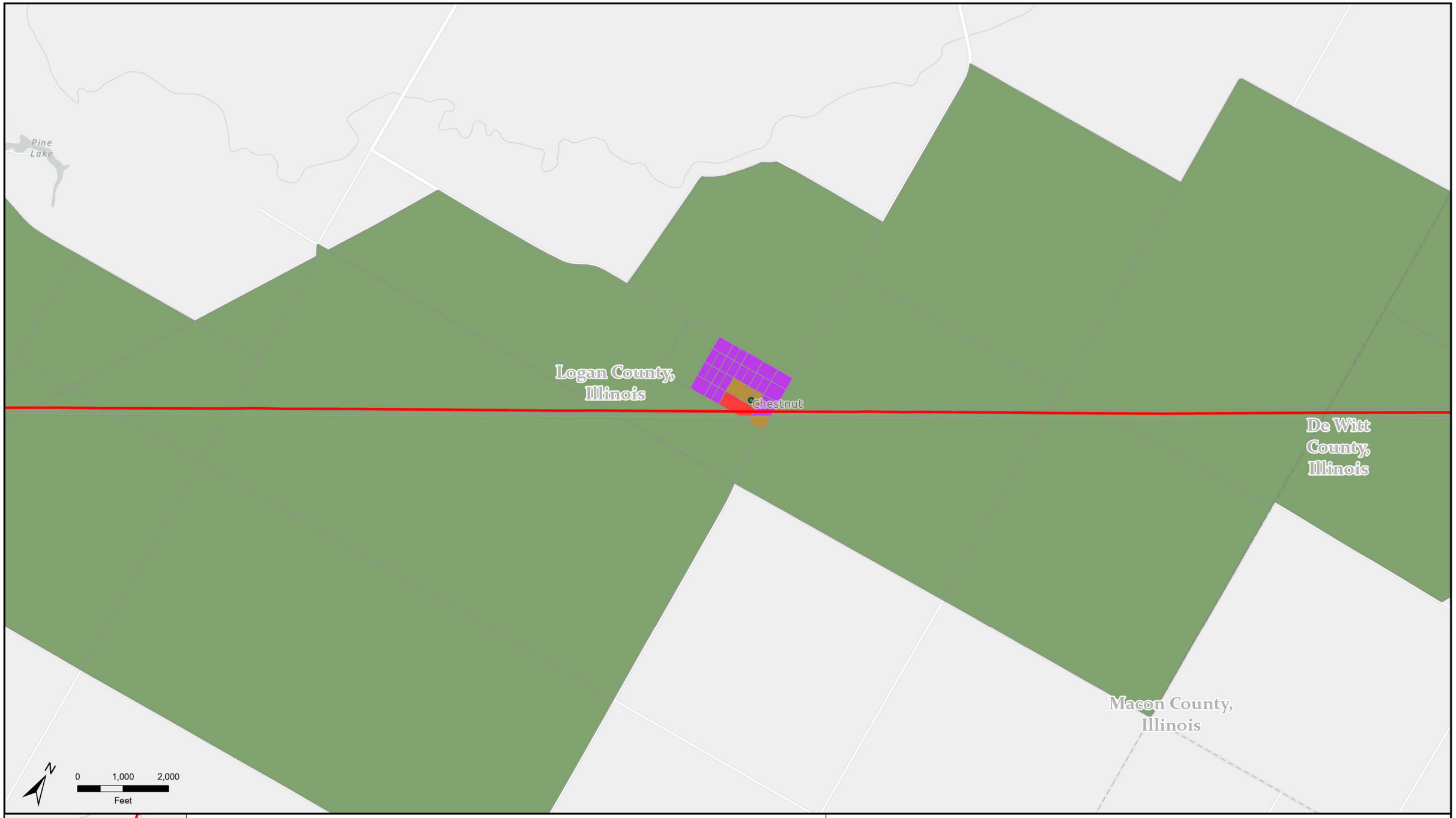

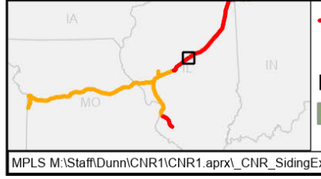

CN Railway
Fire Station

Land Use

Agricultural/Rural
Industrial
Low Density Residential
Urban Commercial/Residential/Mixed

Land Use within 0.25 Mile of Track
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Illinois

ERM

MPLS M:\Staff\Dunn\CNR1\CNR1.aprx_CNR_SidingExpansion_AtGradeCrossing12 | REVISED: 02/22/2022 | SCALE: 1:24,000 when printed at 11x17

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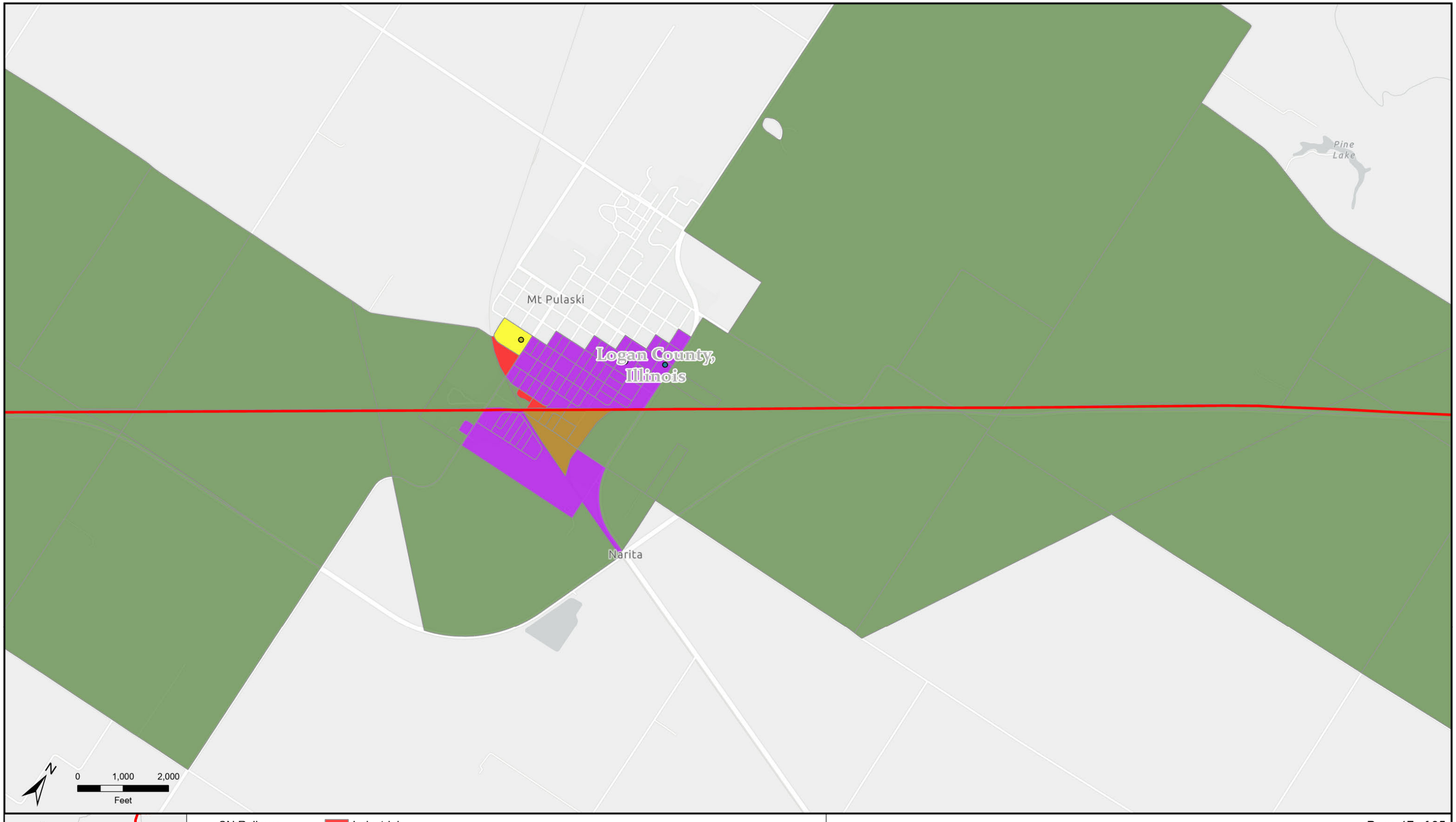

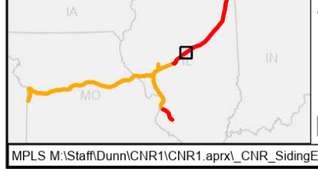

CN Railway
Fire Station
School

Land Use

Agricultural/Rural
Industrial
Low Density Residential
School
Urban Commercial/Residential/Mixed

Land Use within 0.25 Mile of Track
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Illinois

MPLS M:\Staff\Dunn\CNR1\CNR1.aprx_CNR_SidingExpansion_AtGradeCrossing12 | REVISED: 02/22/2022 | SCALE: 1:24,000 when printed at 11x17

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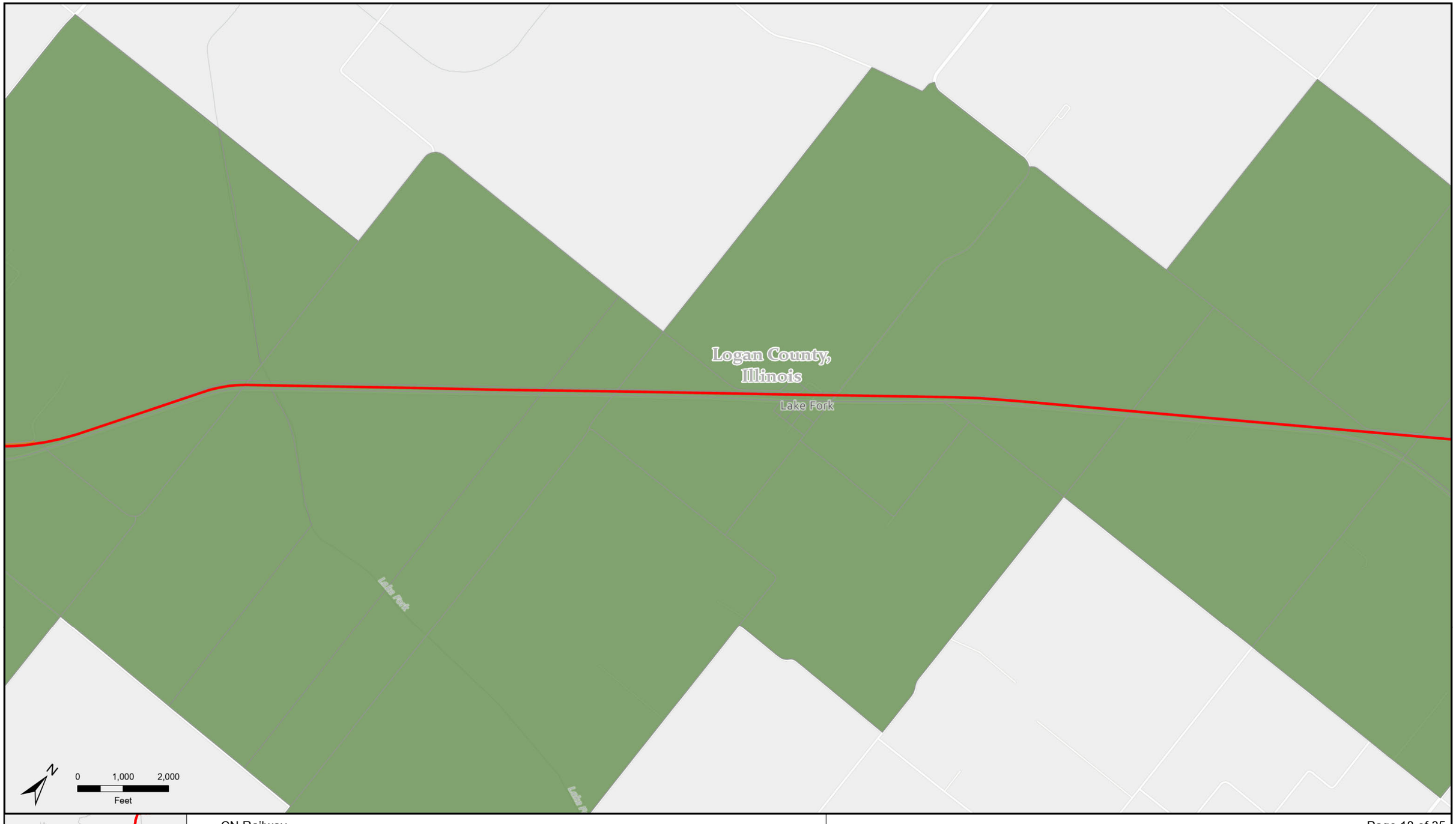

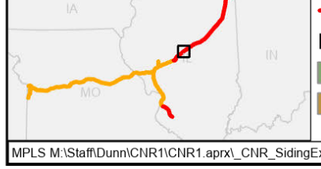

CN Railway

Land Use

Agricultural/Rural

Urban Commercial/Residential/Mixed

Land Use within 0.25 Mile of Track
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Illinois

ERM

MPLS M:\Staff\Dunn\CNR1\CNR1.aprx_CNR_SidingExpansion_AtGradeCrossing12 | REVISED: 02/22/2022 | SCALE: 1:24,000 when printed at 11x17

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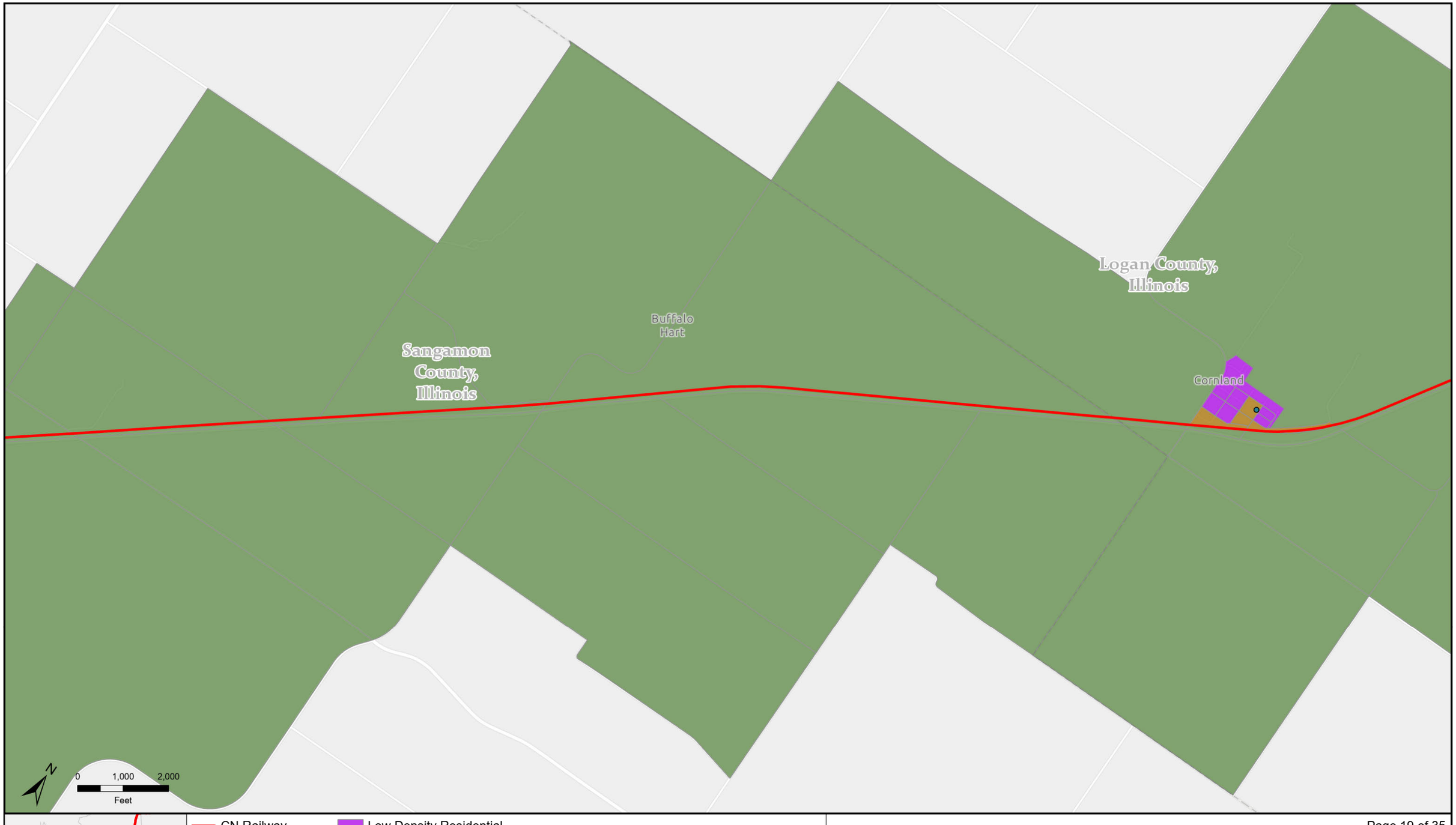
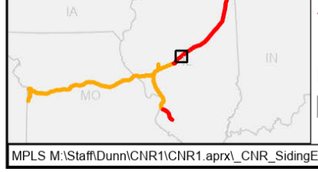
PUBLIC VERSION





CN Railway
Fire Station

Land Use

Agricultural/Rural
Low Density Residential
Urban Commercial/Residential/Mixed

Land Use within 0.25 Mile of Track
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Illinois

ERM

MPLS M:\Staff\Dunn\CNR1\CNR1.aprx_CNR_SidingExpansion_AtGradeCrossing12 | REVISED: 02/22/2022 | SCALE: 1:24,000 when printed at 11x17

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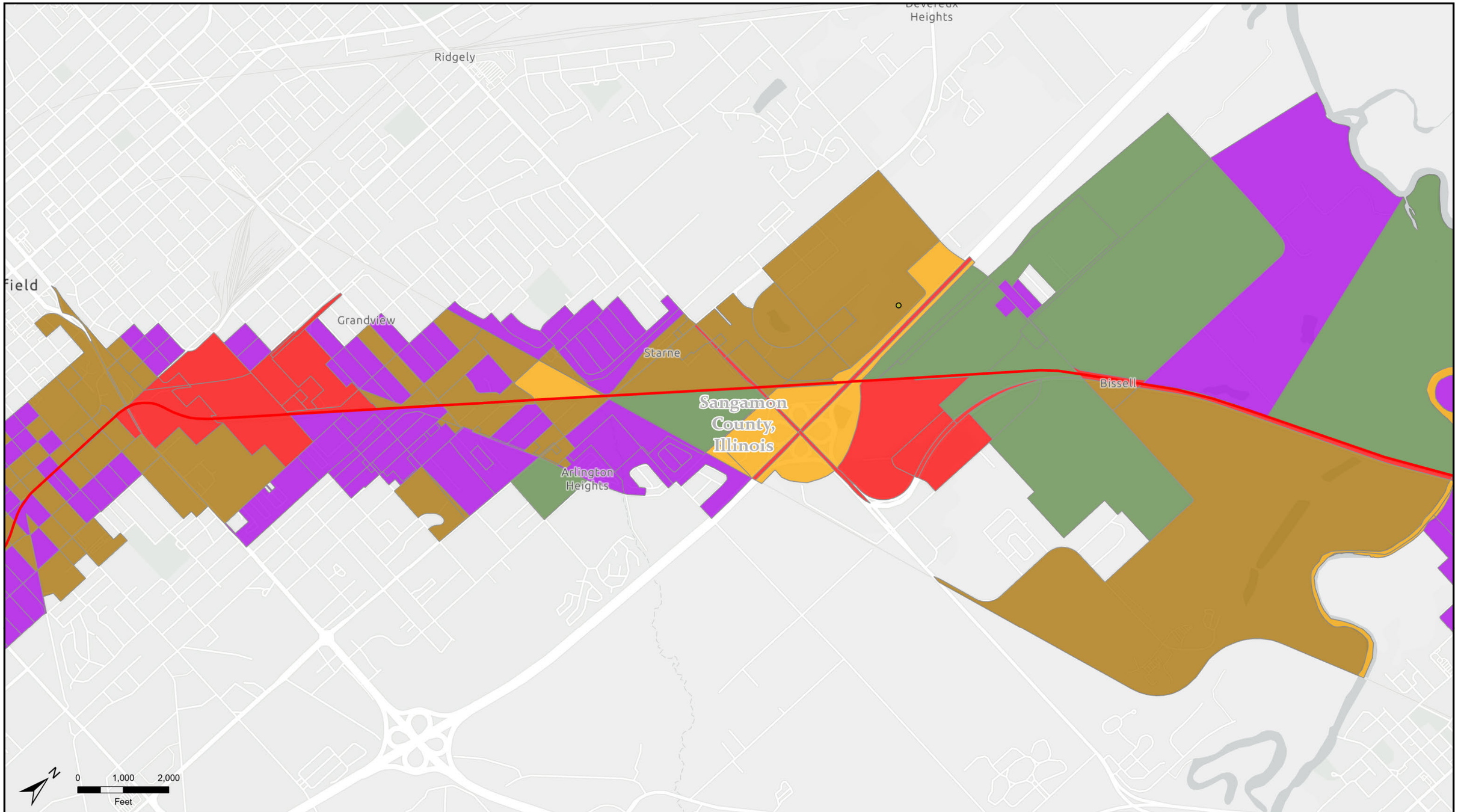
CN Railway

Land Use

- Agricultural/Rural
- Industrial
- Low Density Residential
- Other Open Space
- Urban Commercial/Residential/Mixed

Land Use within 0.25 Mile of Track
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Illinois

ERM



CN Railway
School

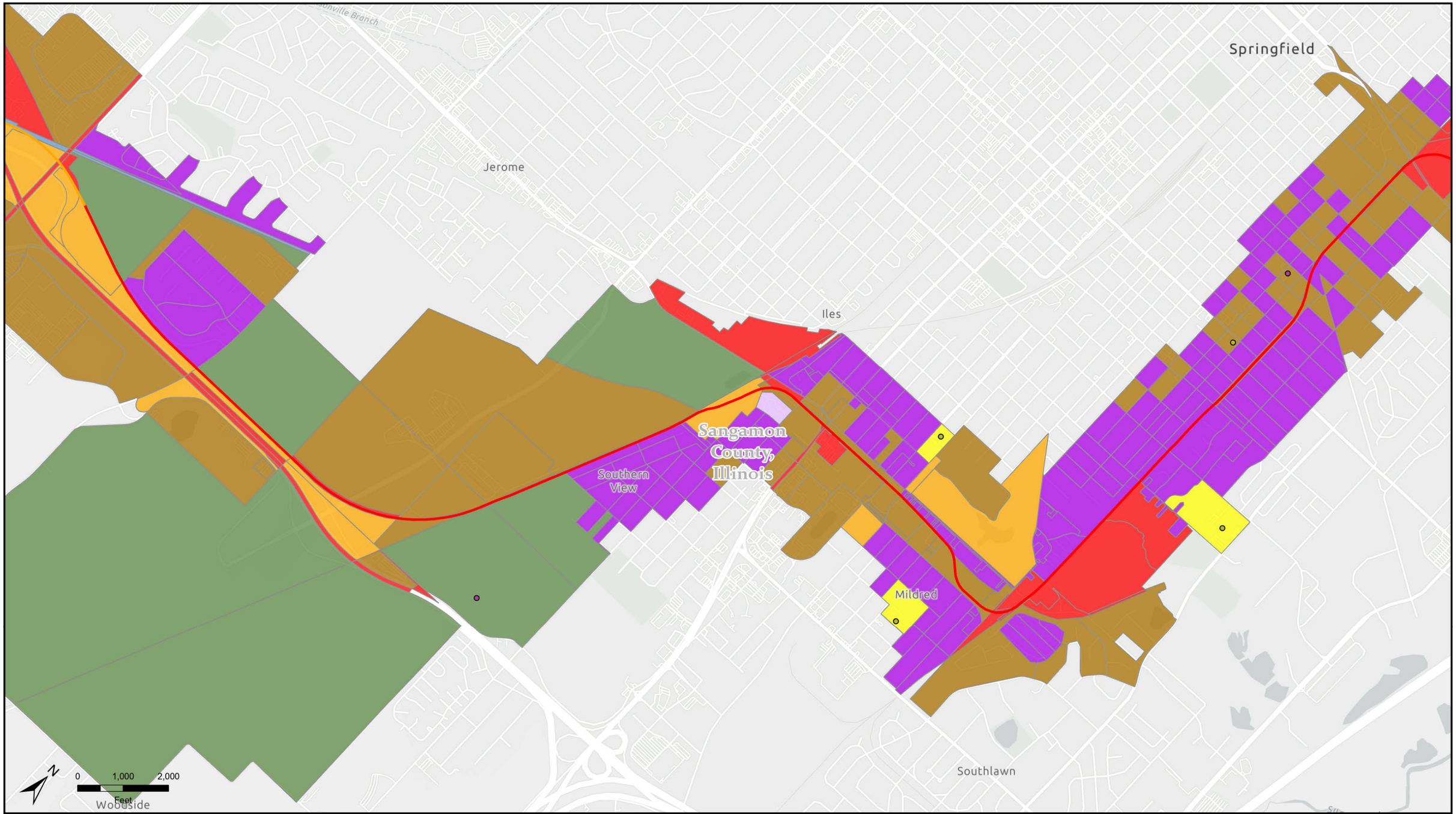
Land Use

Agricultural/Rural
Industrial
Low Density Residential
Other Open Space
Urban Commercial/Residential/Mixed

Land Use within 0.25 Mile of Track
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Illinois

ERM

PUBLIC VERSION



Land Use within 0.25 Mile of Track
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Illinois

MPLS M:\Staff\Dunn\CNR1\CNR1.aprx_CNR_SidingExpansion_AtGradeCrossing12 | REVISED: 02/22/2022 | SCALE: 1:24,000 when printed at 11x17

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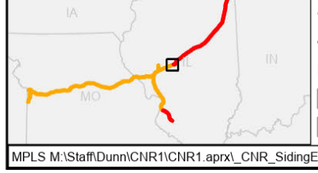

KCS Railway
CN Railway

Land Use

Agricultural/Rural
Forested
Industrial
Low Density Residential
Other Open Space
Urban Commercial/Residential/Mixed

Land Use within 0.25 Mile of Track
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Illinois

ERM

MPLS M:\Staff\Dunn\CNR1\CNR1.aprx_CNR_SidingExpansion_AtGradeCrossing12 | REVISED: 02/22/2022 | SCALE: 1:24,000 when printed at 11x17

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PUBLIC VERSION

KCS Railway

Land Use

Agricultural/Rural

Land Use within 0.25 Mile of Track
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Illinois

ERM

MPLS M:\Staff\Dunn\CNR1\CNR1.aprx_CNR_SidingExpansion_AtGradeCrossing12 | REVISED: 02/22/2022 | SCALE: 1:24,000 when printed at 11x17

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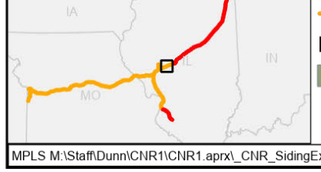

KCS Railway

Land Use

Agricultural/Rural

Land Use within 0.25 Mile of Track
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Illinois

ERM

MPLS M:\Staff\Dunn\CNR1\CNR1.aprx_CNR_SidingExpansion_AtGradeCrossing12 | REVISED: 02/22/2022 | SCALE: 1:24,000 when printed at 11x17

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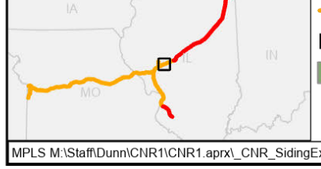

KCS Railway

Land Use

Agricultural/Rural

Land Use within 0.25 Mile of Track
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Illinois

ERM

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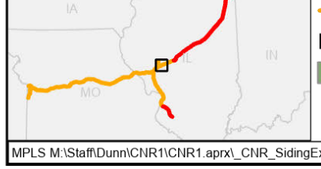

KCS Railway

Land Use

Agricultural/Rural

Land Use within 0.25 Mile of Track
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Illinois

ERM

MPLS M:\Staff\Dunn\CNR1\CNR1.aprx_CNR_SidingExpansion_AtGradeCrossing12 | REVISED: 02/22/2022 | SCALE: 1:24,000 when printed at 11x17

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KCS Railway
KCS Railway
Fire Station
Police Department
School

Land Use
Agricultural/Rural
Low Density Residential
Urban Commercial/Residential/Mixed

Land Use within 0.25 Mile of Track
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Illinois

ERM

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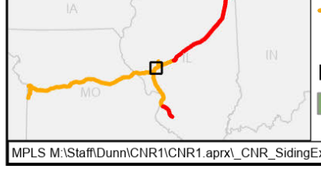

KCS Railway
Fire Station

Land Use

Agricultural/Rural
Low Density Residential
Urban Commercial/Residential/Mixed

Land Use within 0.25 Mile of Track
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Illinois

ERM

MPLS M:\Staff\Dunn\CNR1\CNR1.aprx_CNR_SidingExpansion_AtGradeCrossing12 | REVISED: 02/22/2022 | SCALE: 1:24,000 when printed at 11x17

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KCS Railway
KCS Railway
Fire Station
Police Department
School

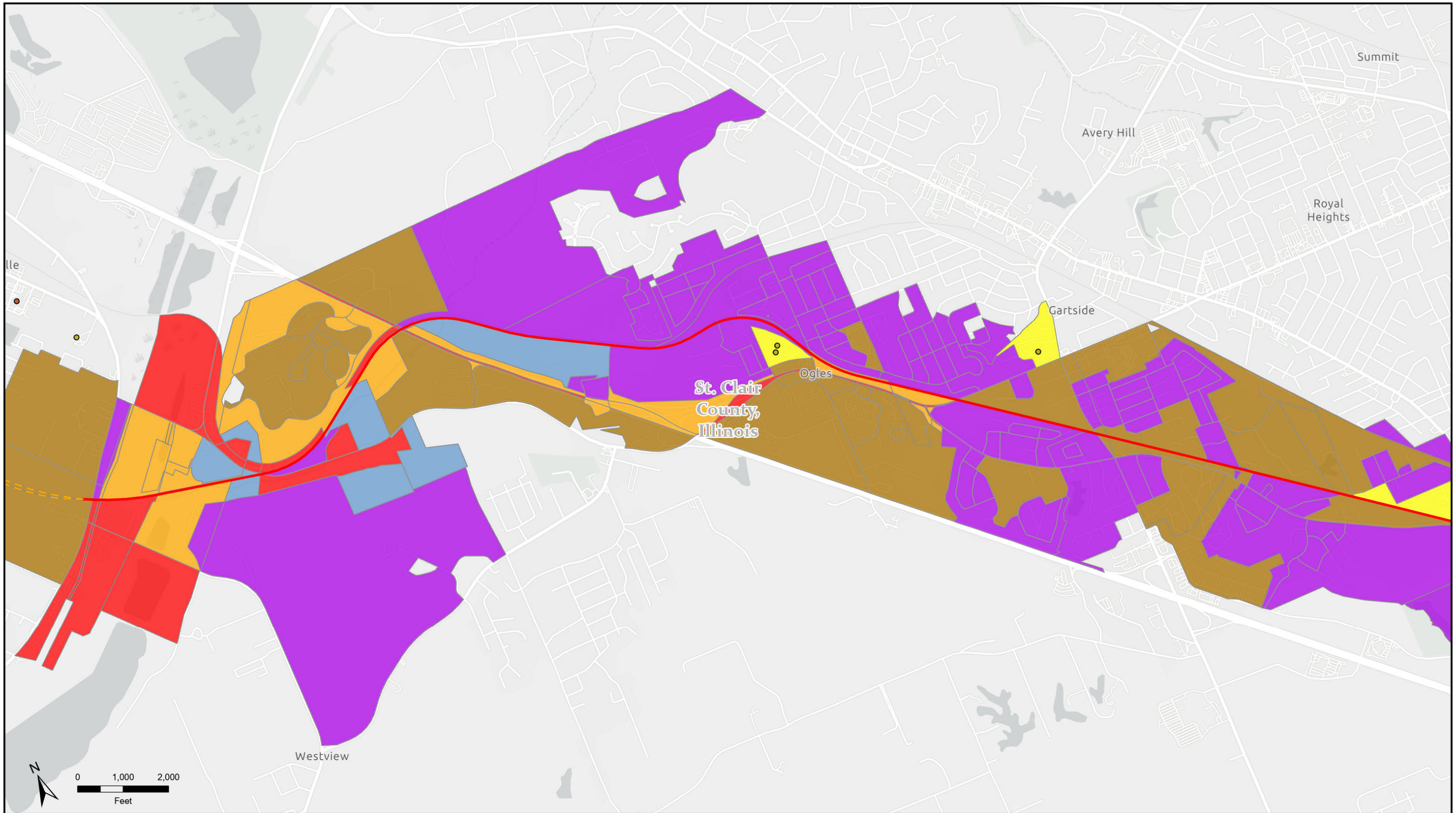
Land Use

Agricultural/Rural
Industrial
Low Density Residential
School

Land Use within 0.25 Mile of Track
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Illinois

ERM

PUBLIC VERSION



KCS Railway
CN Railway
Hospital
School

Land Use

Forested
Industrial
Low Density Residential
Other Open Space
School
Urban Commercial/Residential/Mixed

Land Use within 0.25 Mile of Track
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Illinois

ERM

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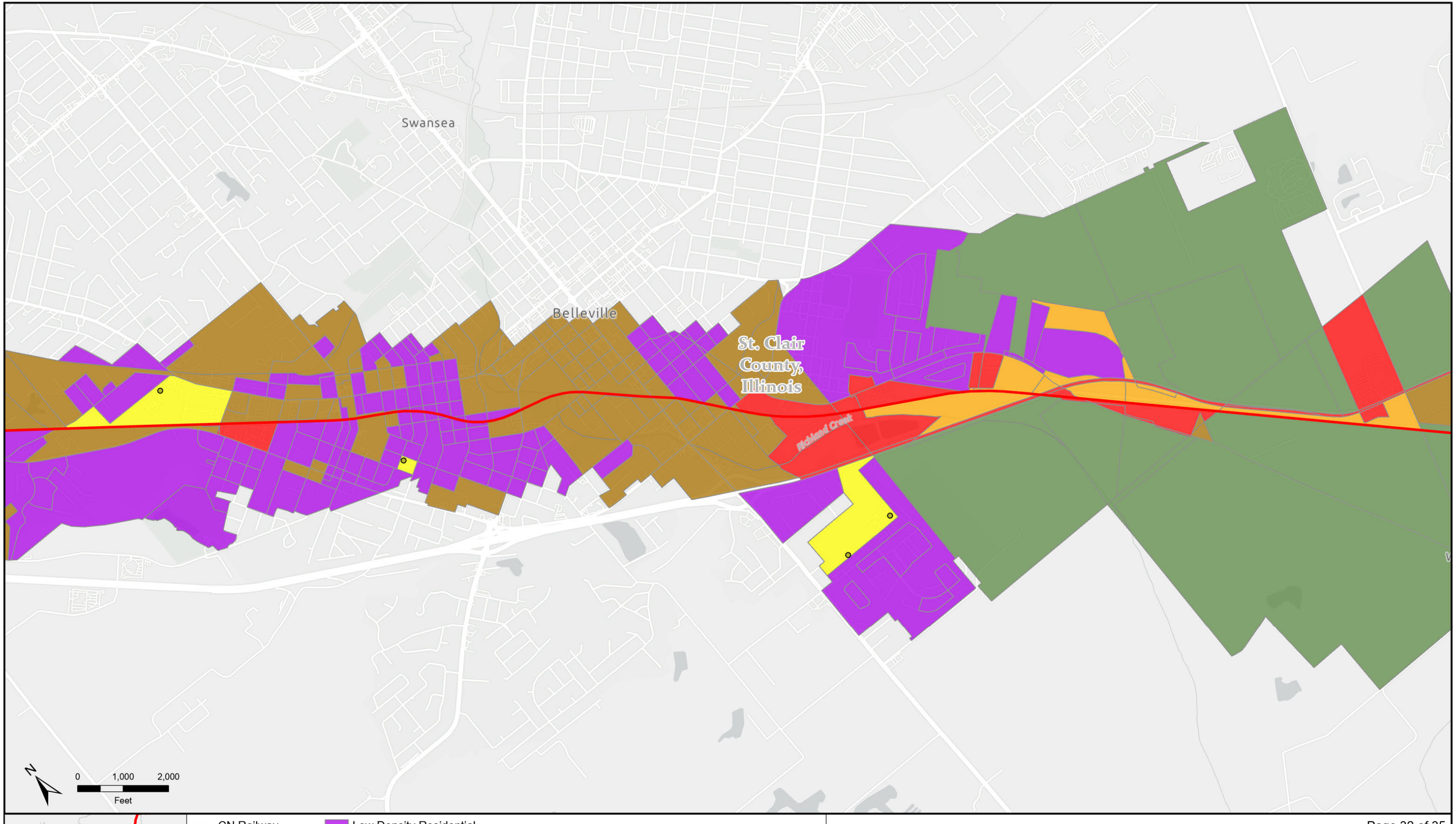

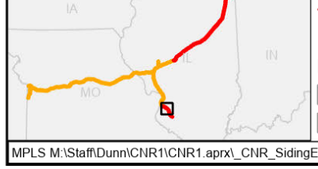

CN Railway
School

Land Use

Agricultural/Rural
Industrial
Low Density Residential
Other Open Space
School
Urban Commercial/Residential/Mixed

Land Use within 0.25 Mile of Track
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Illinois

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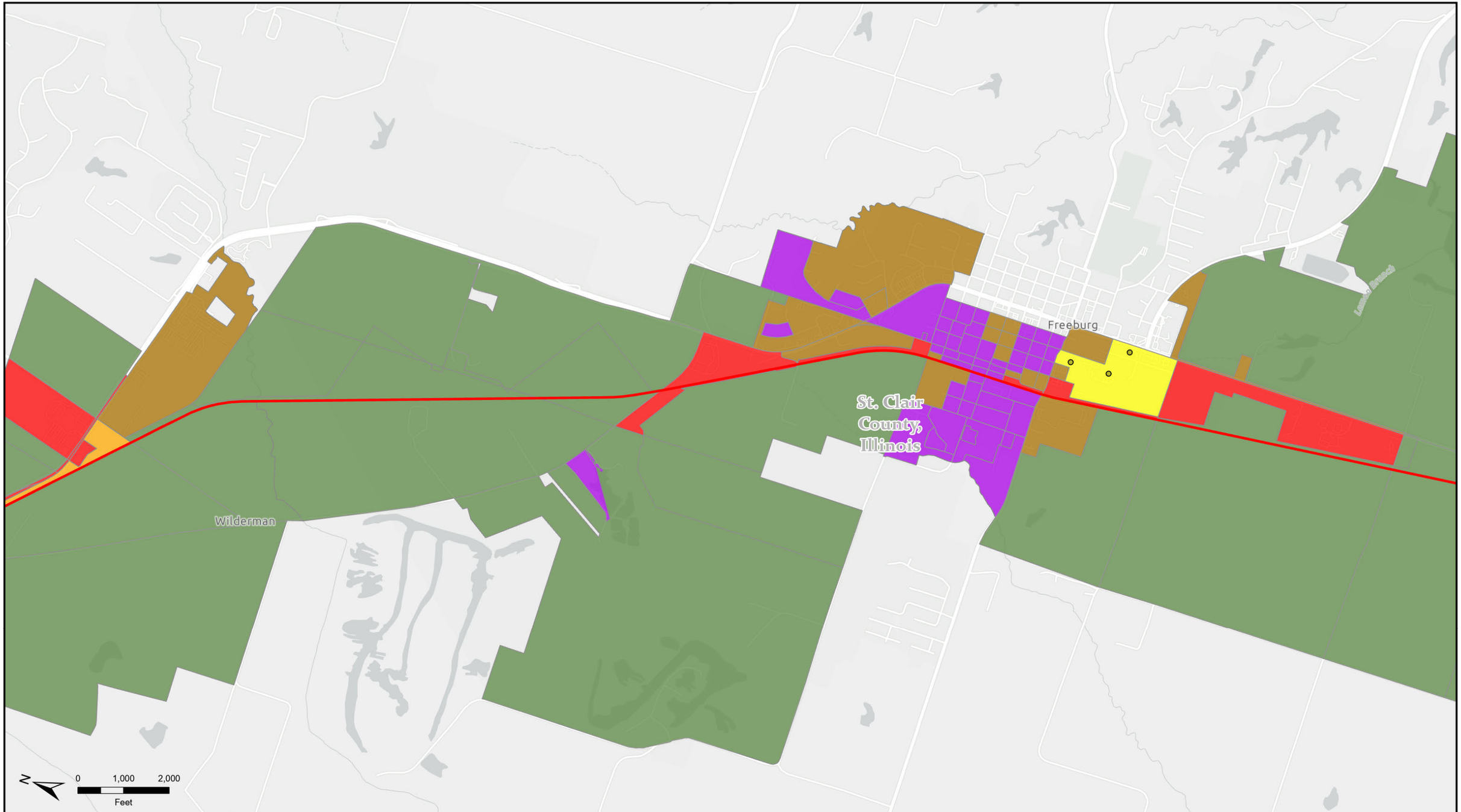
DRAWN BY: NAD

PUBLIC VERSION



CN Railway
School

Land Use

Agricultural/Rural
Industrial
Low Density Residential
Other Open Space
School
Urban Commercial/Residential/Mixed

Land Use within 0.25 Mile of Track
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Illinois

ERM

MPLS M:\Staff\Dunn\CNR1\CNR1.aprx_CNR_SidingExpansion_AtGradeCrossing12 | REVISED: 02/22/2022 | SCALE: 1:24,000 when printed at 11x17

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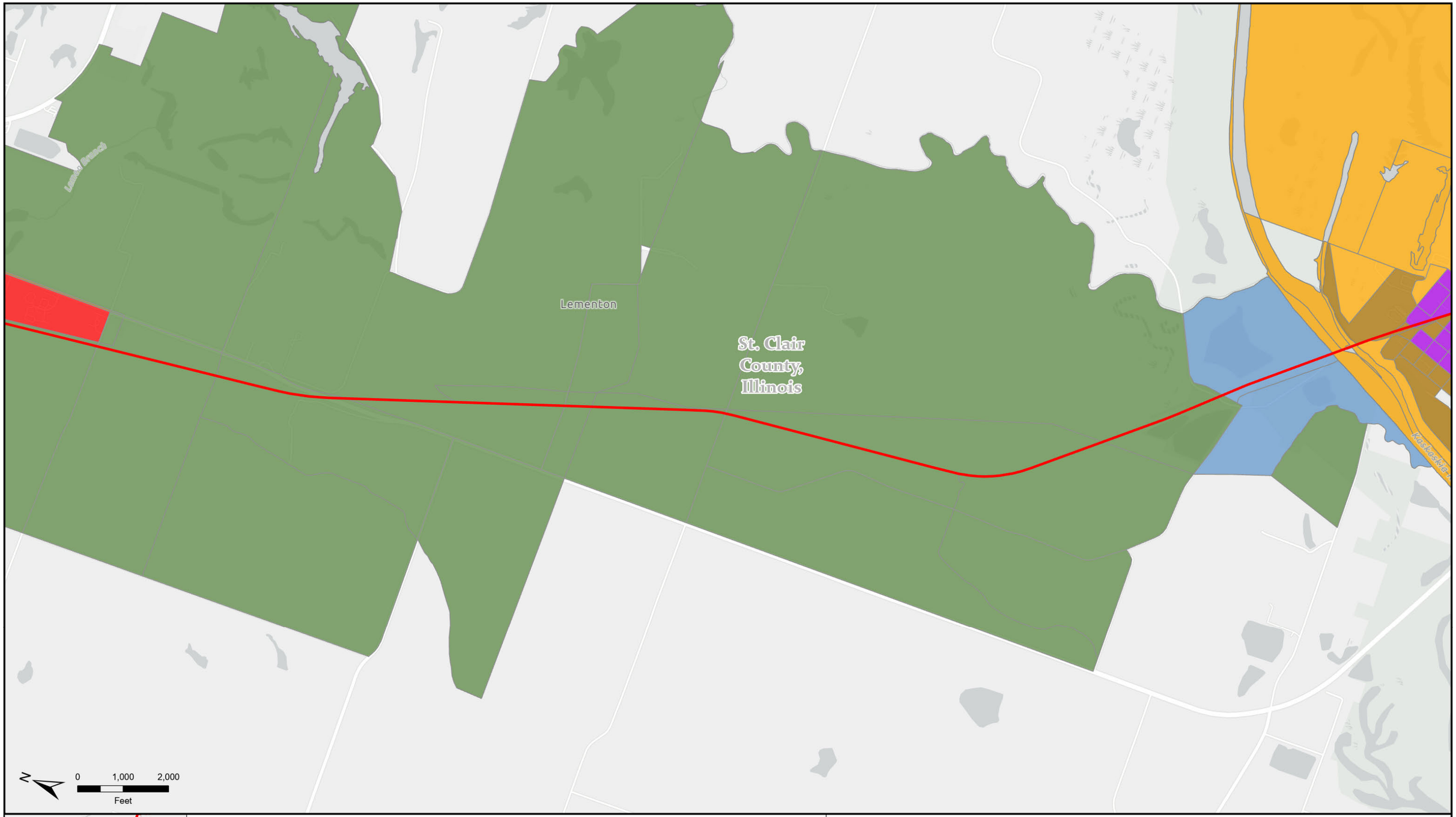

CN Railway

Land Use

- Agricultural/Rural
- Forested
- Industrial
- Low Density Residential
- Other Open Space
- Urban Commercial/Residential/Mixed

Land Use within 0.25 Mile of Track
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Illinois

ERM

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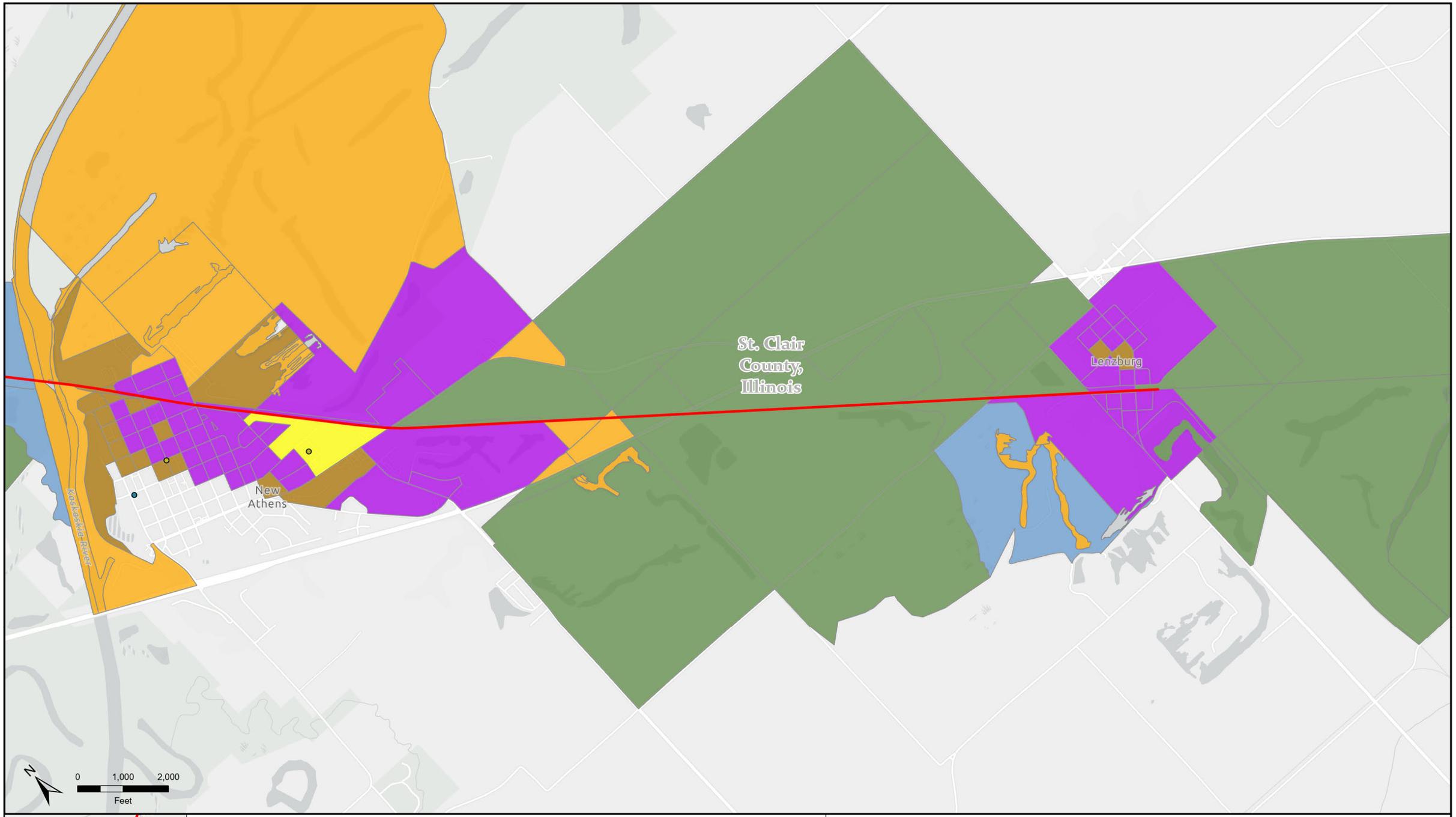

CN Railway
Fire Station
School

Land Use

Agricultural/Rural
Forested
Low Density Residential
Other Open Space
School
Urban Commercial/Residential/Mixed

Land Use within 0.25 Mile of Track
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Illinois

ERM

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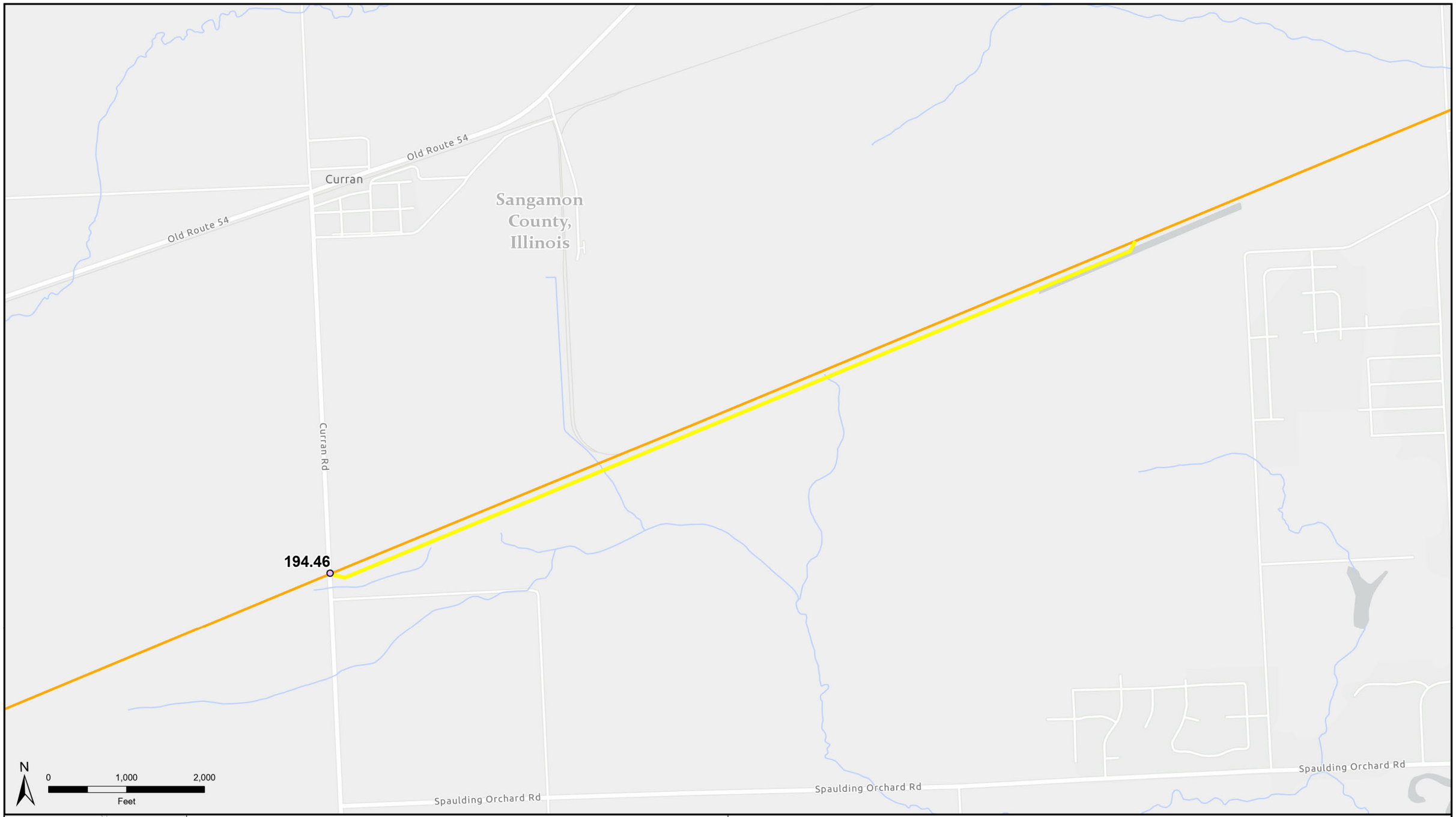
EXHIBIT G.2 –

PUBLIC AT-GRADE CROSSINGS

AT-GRADE CROSSINGS - CONSTRUCTION

PUBLIC VERSION



- Public At-Grade Crossing (Milepost)
- Proposed Siding
- KCS Railway
- Stream/River

Public At-Grade Crossings
Cockrell New Siding
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Sangamon County, Illinois

ERM

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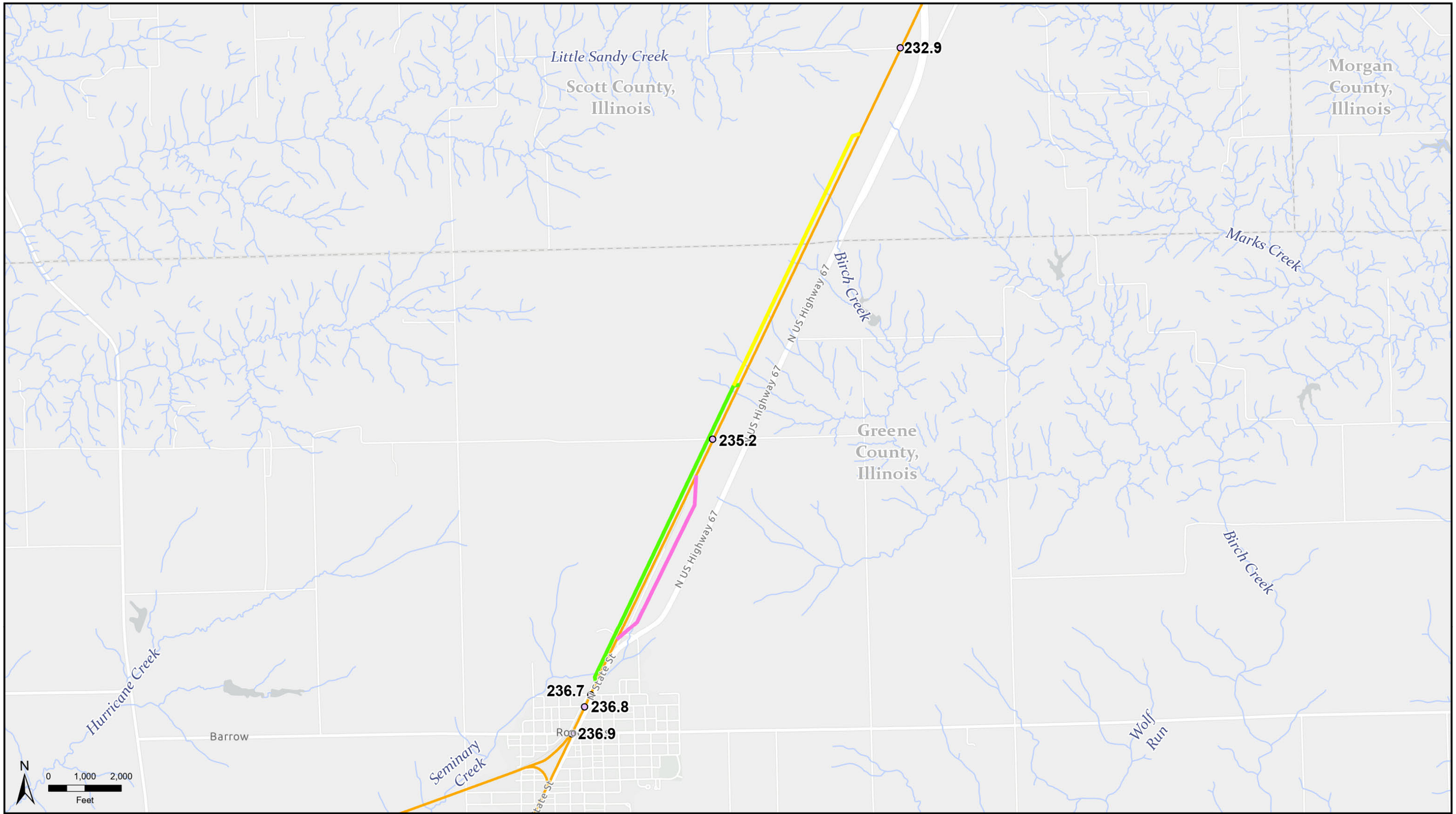

Public At-Grade Crossing (Milepost)
Proposed Siding
Existing Siding
New Yard Track
KCS Railway
Stream/River

Public At-Grade Crossings
Roodhouse Siding Extension and New Yard Track
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Scott and Greene County, Illinois

MPLS M:\Clients\A-C\CNR\STB\ArcGIS\InformationRequet_v2_CN_InfoRequest.aprx_CNR_SidingExpansion_AtGradeCrossing | REVISED: 02/21/2022 | SCALE: 1:30,000 when printed at 11x17 DRAWN BY: NAD

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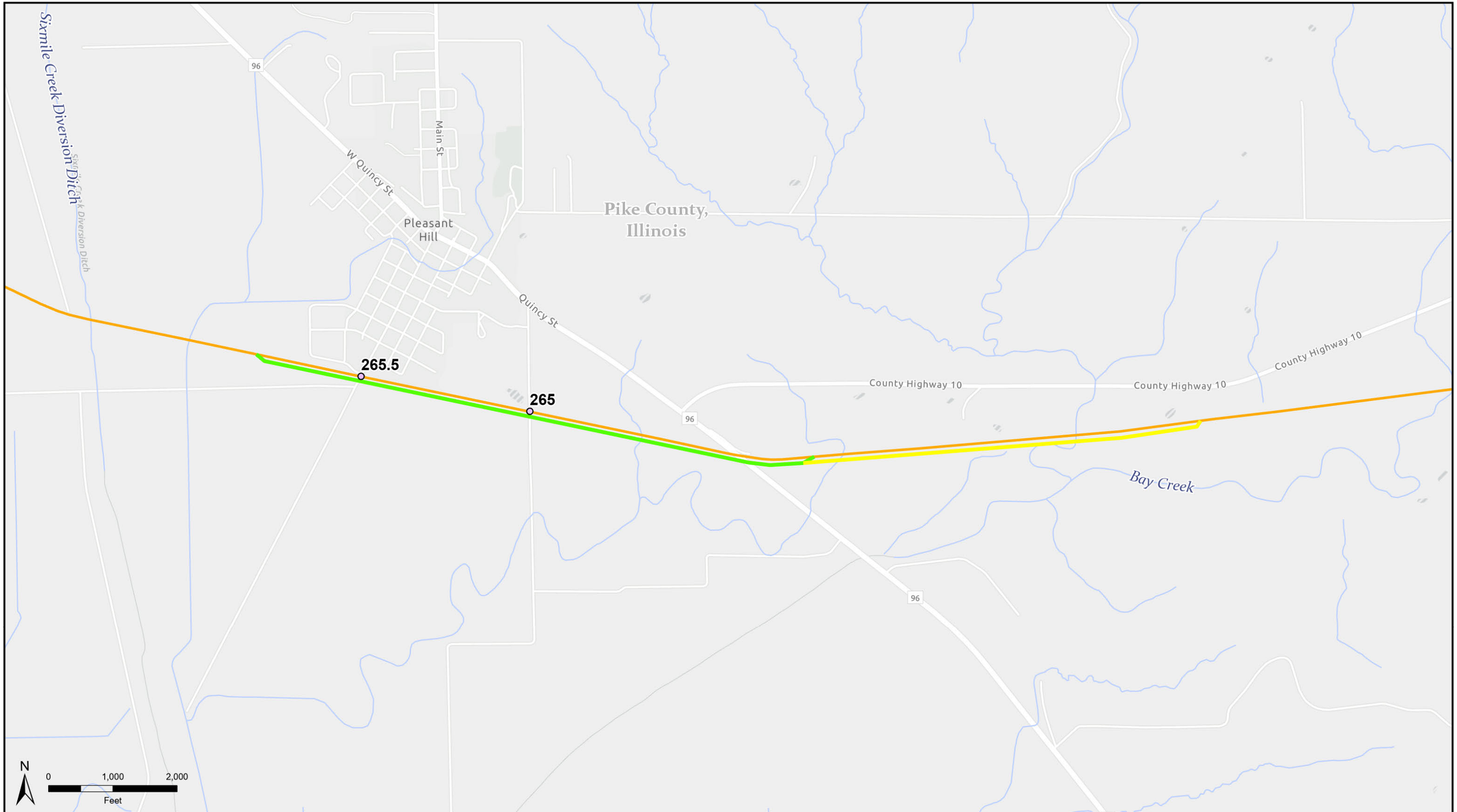

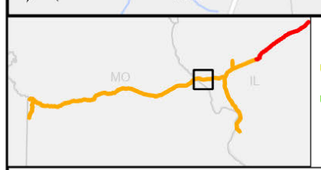

- Public At-Grade Crossing (Milepost)
- Proposed Siding
- Existing Siding
- KCS Railway
- Stream/River

Public At-Grade Crossings
Pleasant Hill Siding Extension
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Pike County, Illinois

ERM

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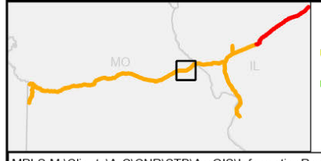

- Public At-Grade Crossing (Milepost)
- Proposed Siding
- Existing Siding
- KCS Railway
- Stream/River

Public At-Grade Crossings
Bowling Green Siding Extension
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Pike County, Missouri

ERM

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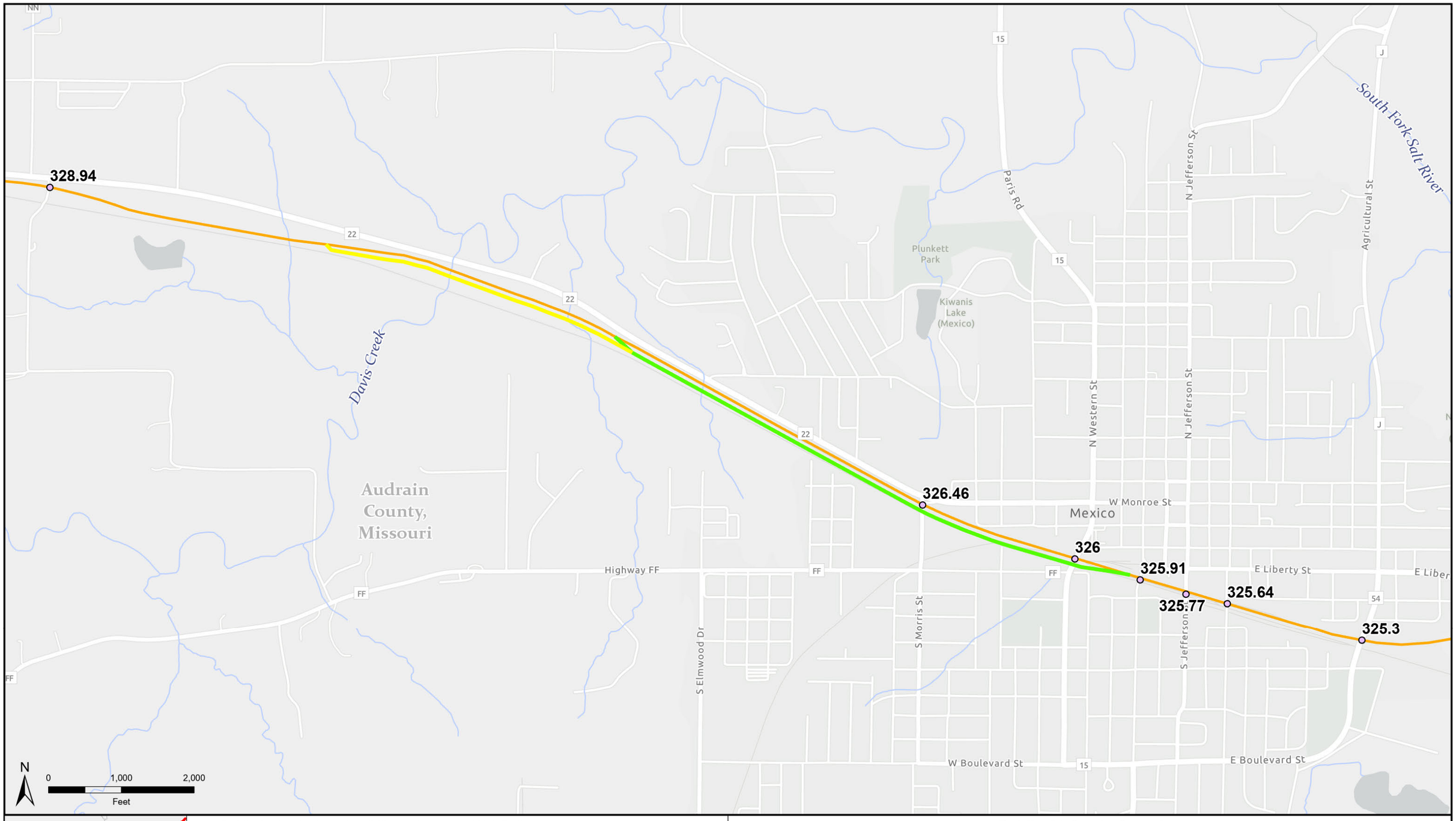

Public At-Grade Crossing (Milepost)
Proposed Siding
Existing Siding
KCS Railway
Stream/River

Public At-Grade Crossings
Mexico West Siding Extension
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Audrain County, Missouri

MPLS M:\Clients\A-C\CNR\STB\ArcGIS\InformationRequet_v2_CN_InfoRequest.aprx_CNR_SidingExpansion_AtGradeCrossing | REVISED: 02/21/2022 | SCALE: 1:15,000 when printed at 11x17

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PUBLIC VERSION

Public At-Grade Crossings
Harmony Siding Extension
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Saline County, Missouri

ERM

MPLS M:\Clients\A-C\CNR\STB\ArcGIS\InformationRequet_v2_CN_InfoRequest.aprx_CNR_SidingExpansion_AtGradeCrossing | REVISED: 02/21/2022 | SCALE: 1:14,000 when printed at 11x17

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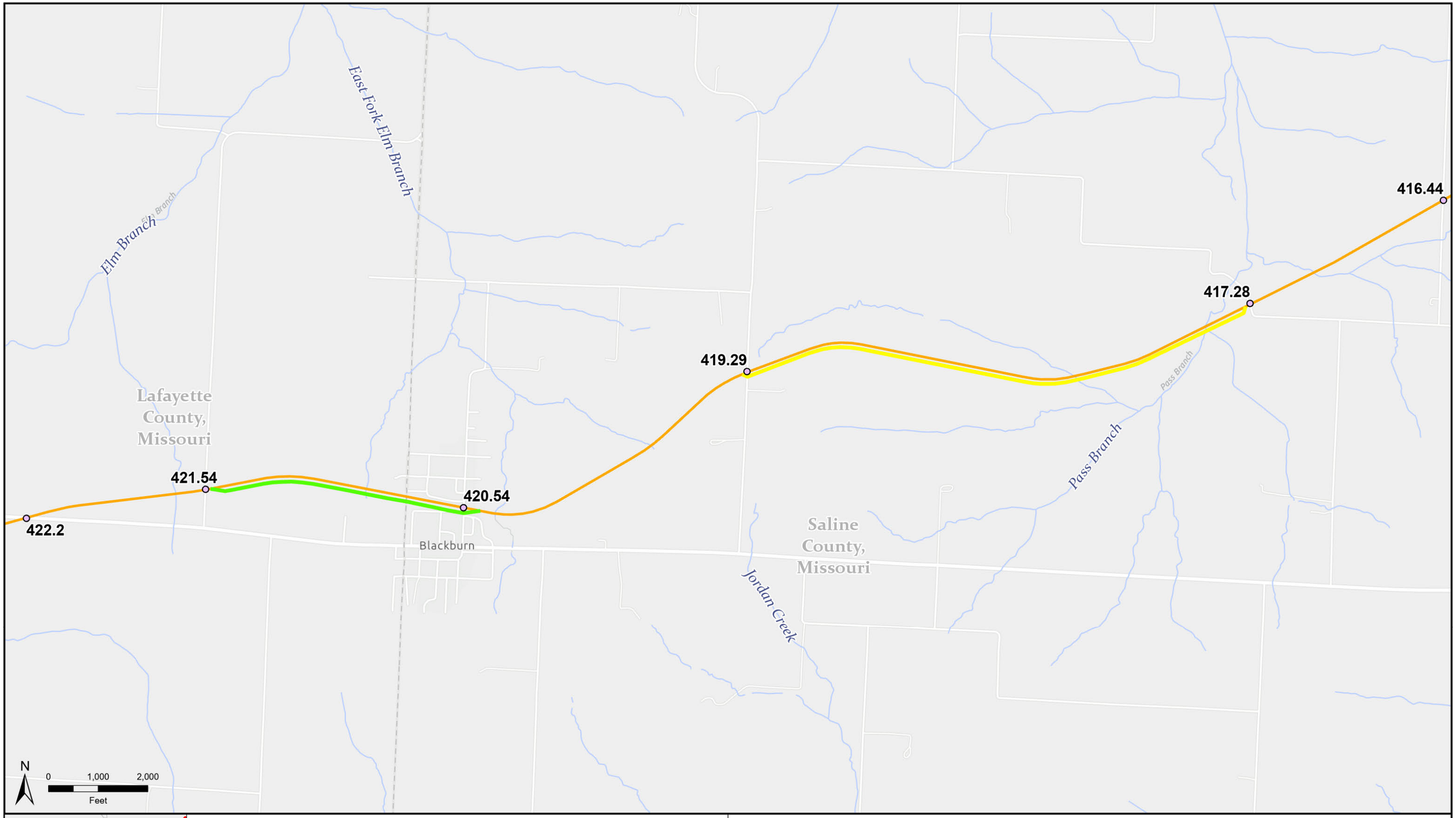

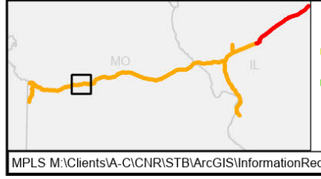

- Public At-Grade Crossing (Milepost)
- Proposed Siding
- Existing Siding
- KCS Railway
- Stream/River

Public At-Grade Crossings
Blackburn Siding Relocation
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Saline County, Missouri

ERM

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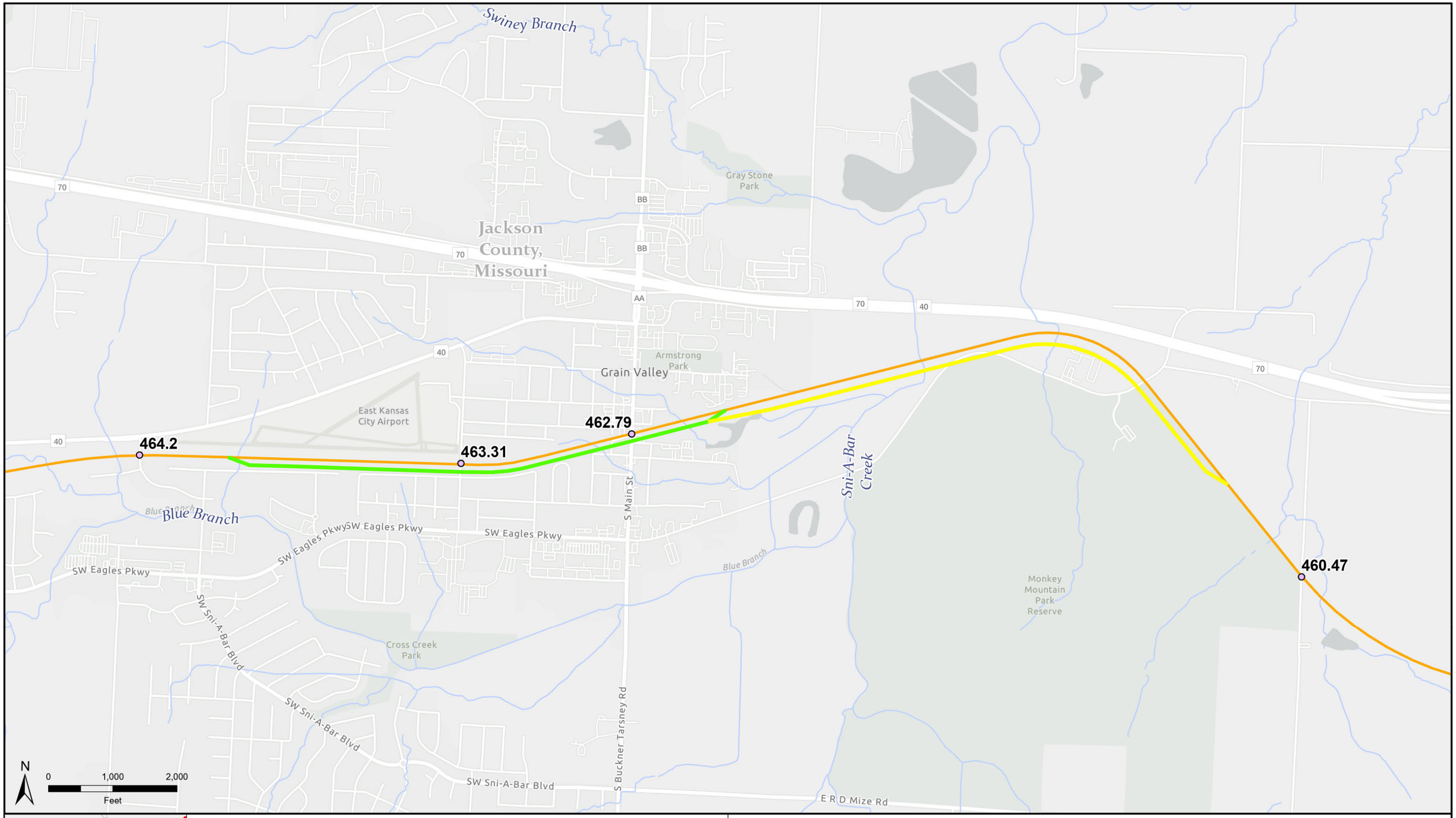

Public At-Grade Crossings
Grain Valley Siding Extension
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Jackson County, Missouri

ERM

MPLS M:\Clients\A-C\CNR\STB\ArcGIS\InformationRequet_v2_CN_InfoRequest.aprx_CNR_SidingExpansion_AtGradeCrossing | REVISED: 02/21/2022 | SCALE: 1:17,000 when printed at 11x17

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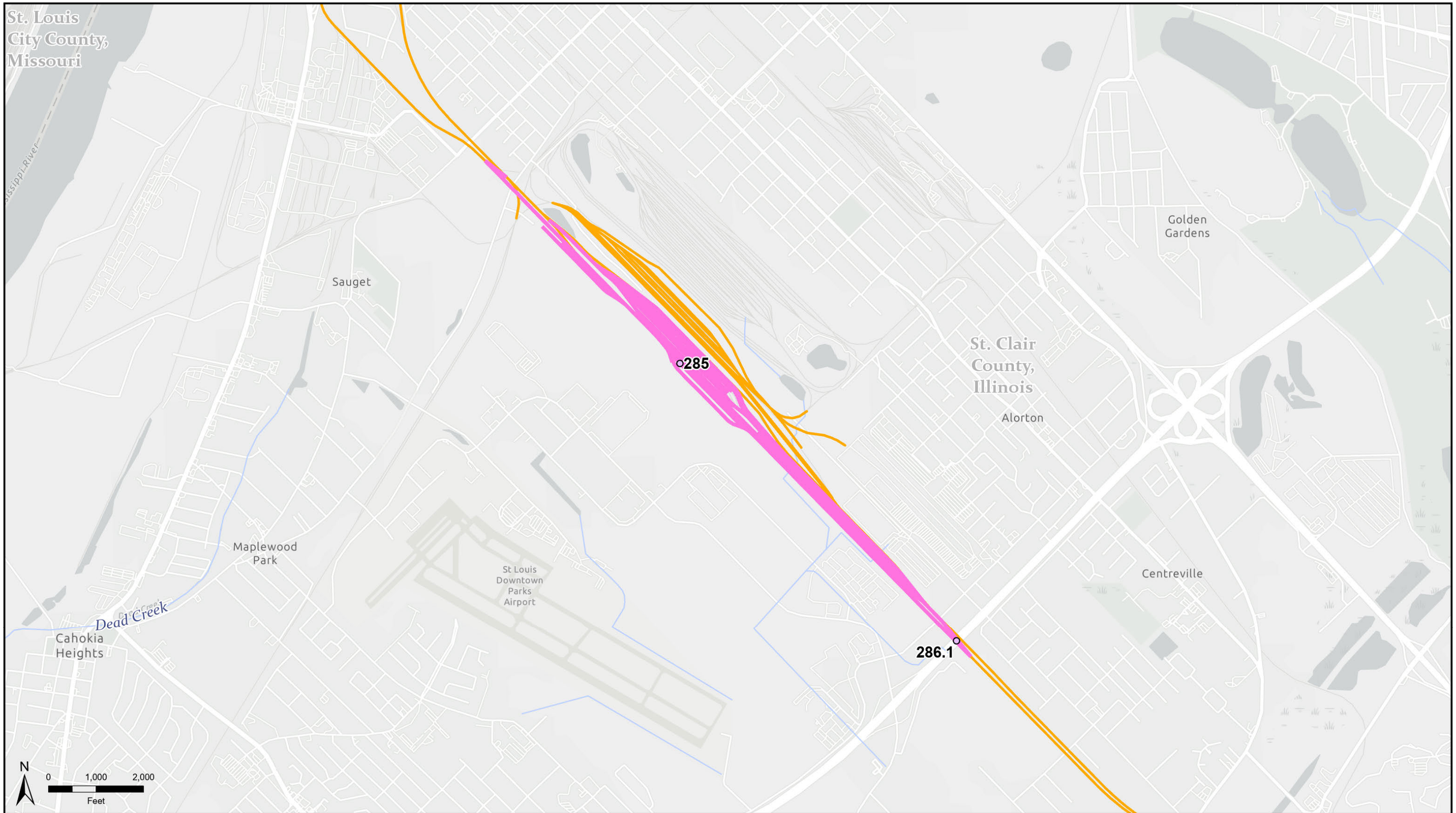

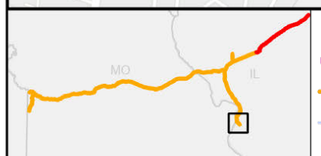

- Public At-Grade Crossing (Milepost)
- Rail Yard
- KCS Railway
- Stream/River

Public At-Grade Crossings
New Intermodal and Automotive Facility Within Existing East St. Louis Rail Yard
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
St. Clair County Illinois

ERM

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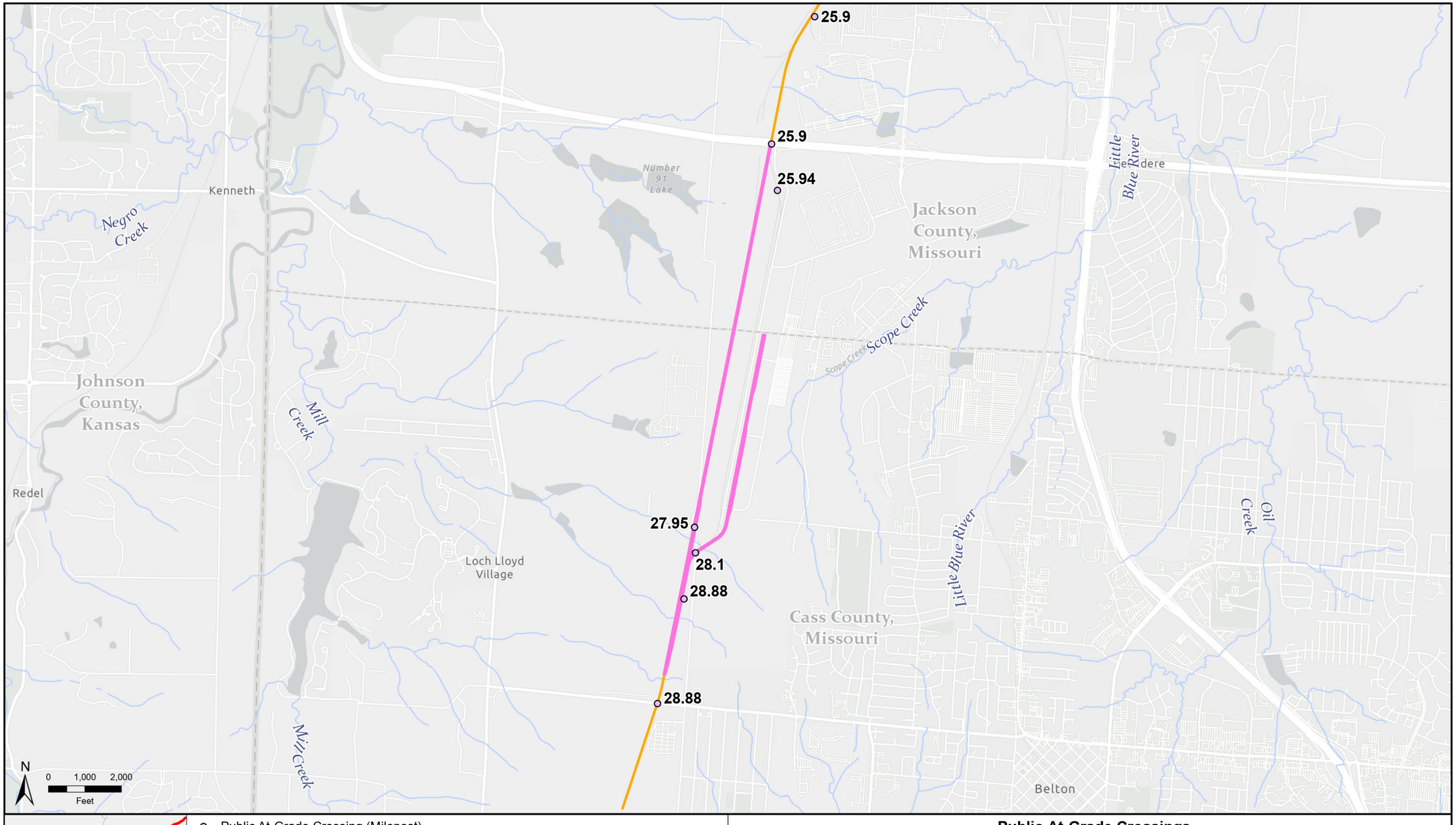

Public At-Grade Crossings
New CN Intermodal and Automotive Facility Within Existing International Freight Gateway Yard
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Jackson and Cass County, Missouri

ERM

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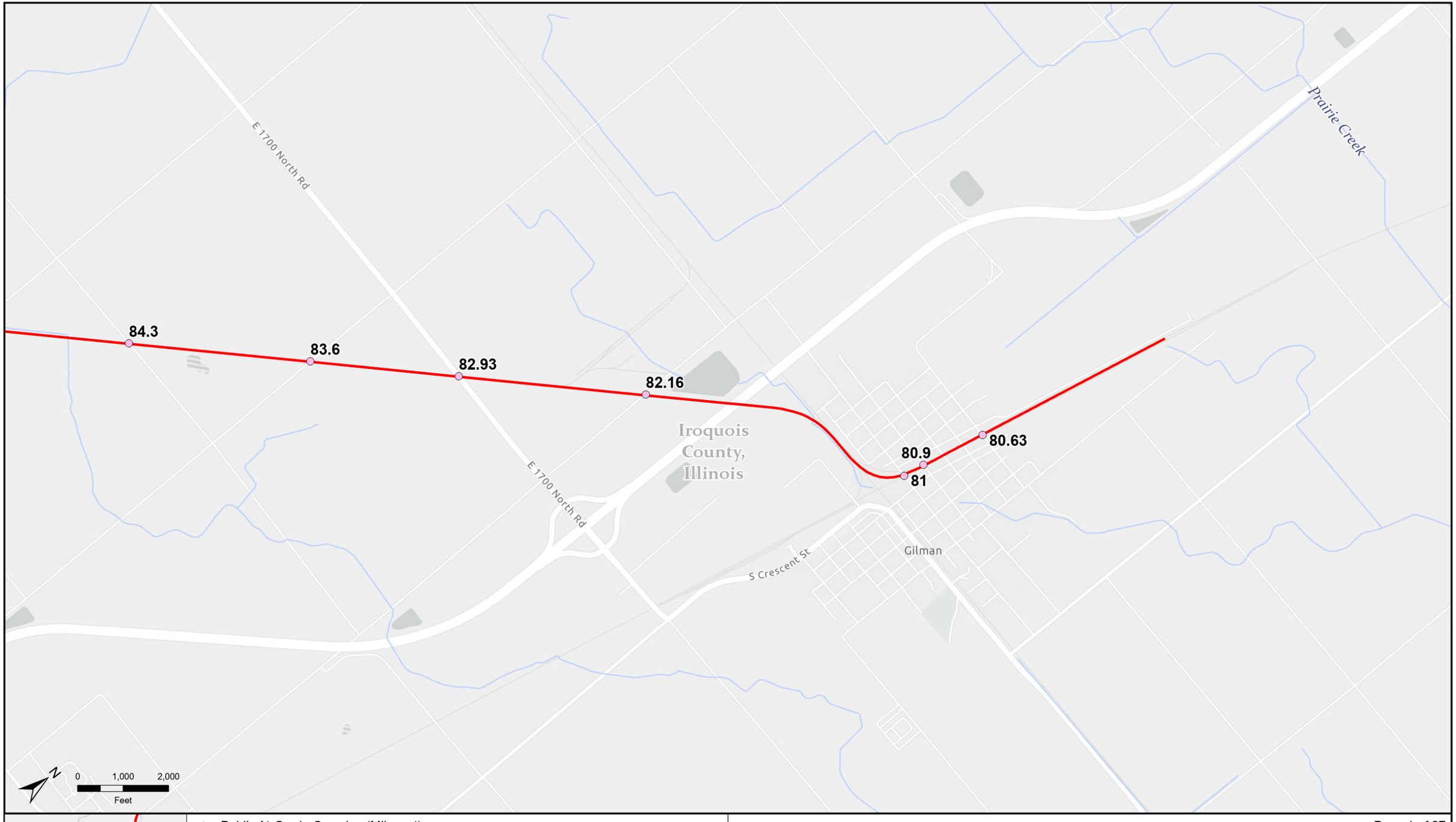
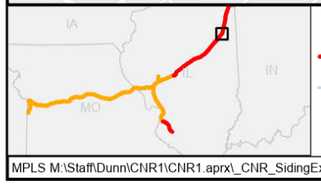
AT-GRADE CROSSINGS – (GILMAN, SPRINGFIELD, ST. LOUIS)

PUBLIC VERSION





Public At-Grade Crossing (Milepost)
CN Railway
Stream/River

Public At-Grade Crossings
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company

ERM

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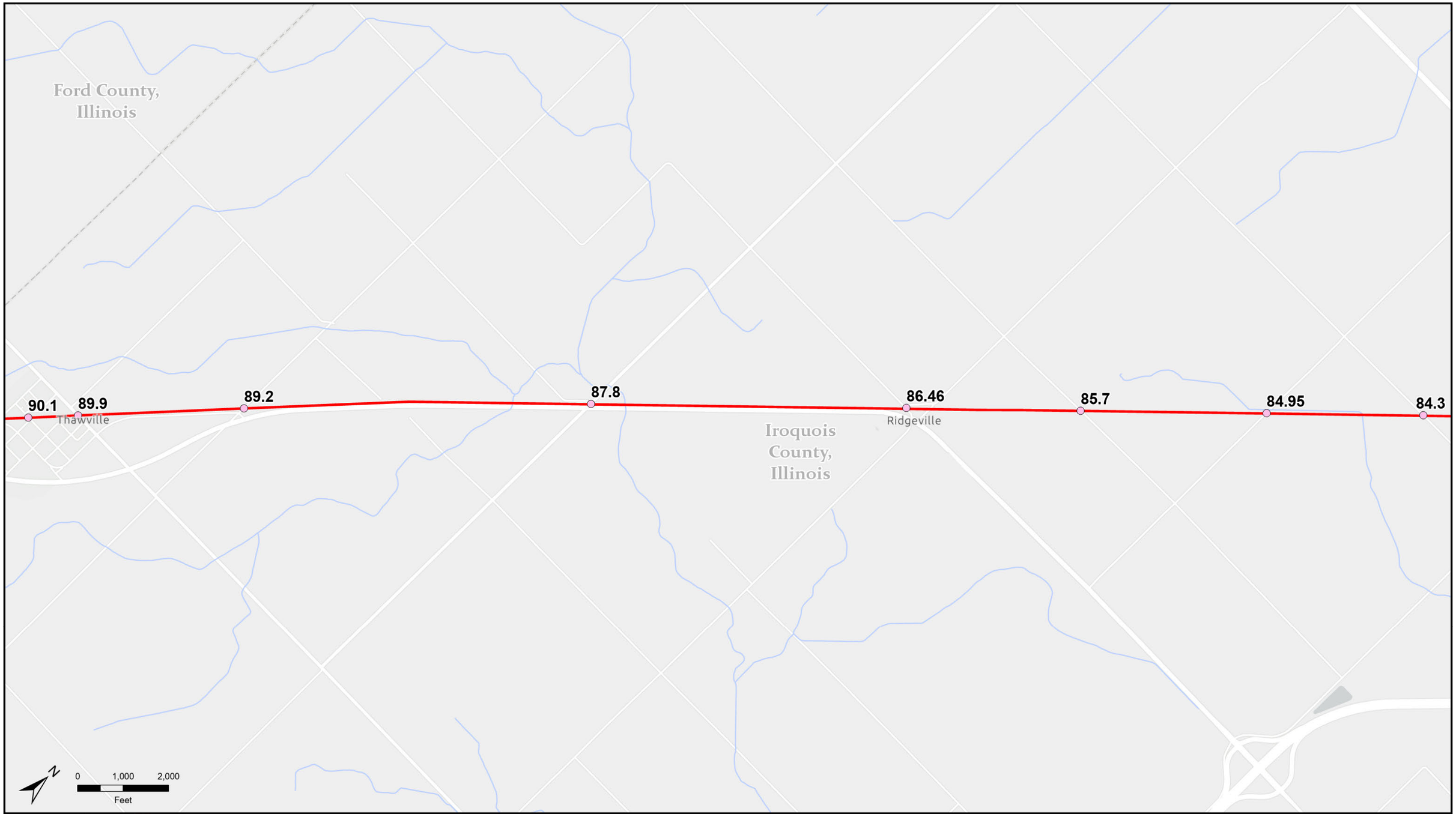

Public At-Grade Crossing (Milepost)
CN Railway
Stream/River

Public At-Grade Crossings
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company

ERM

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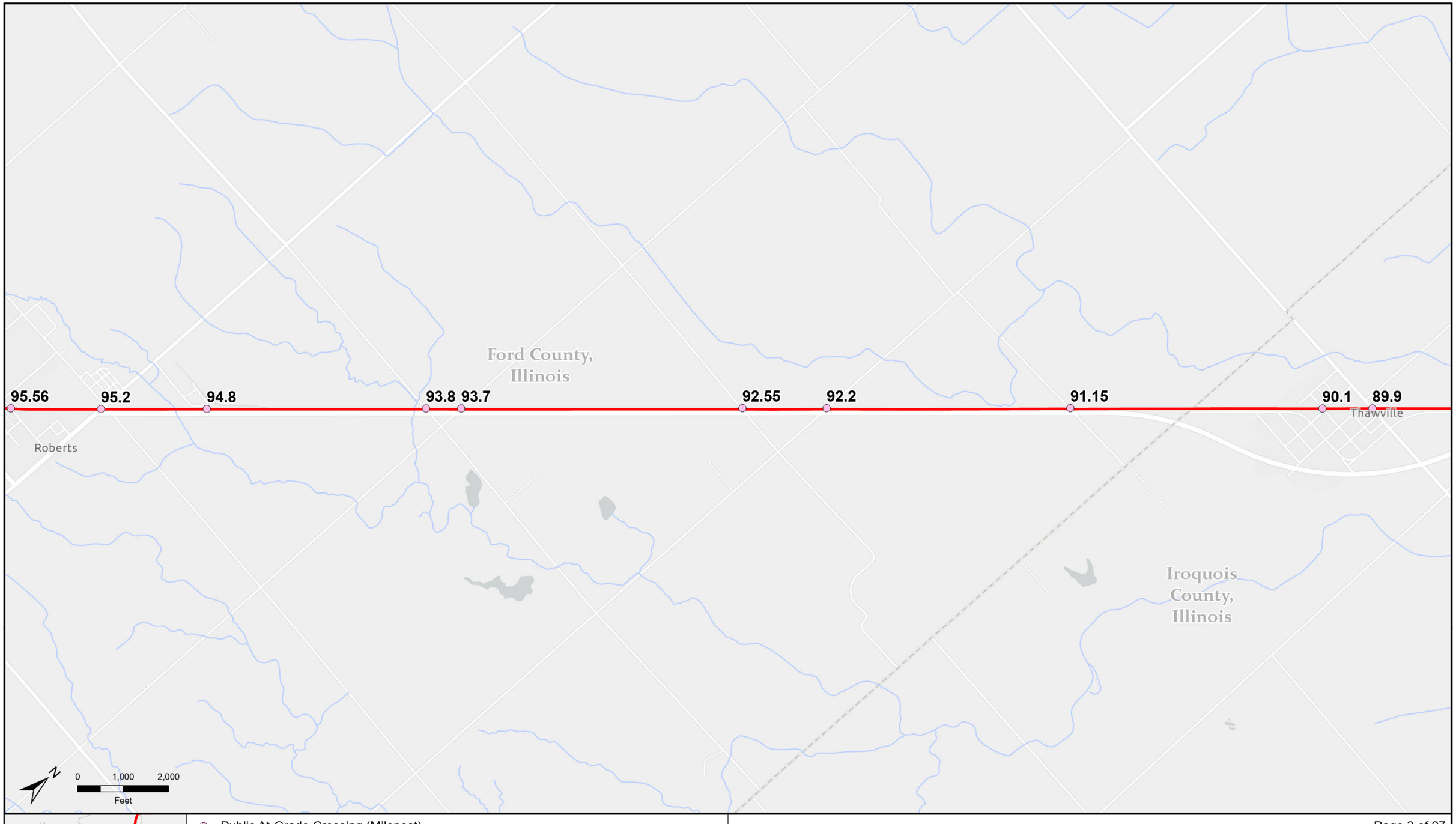

Public At-Grade Crossings
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company

ERM

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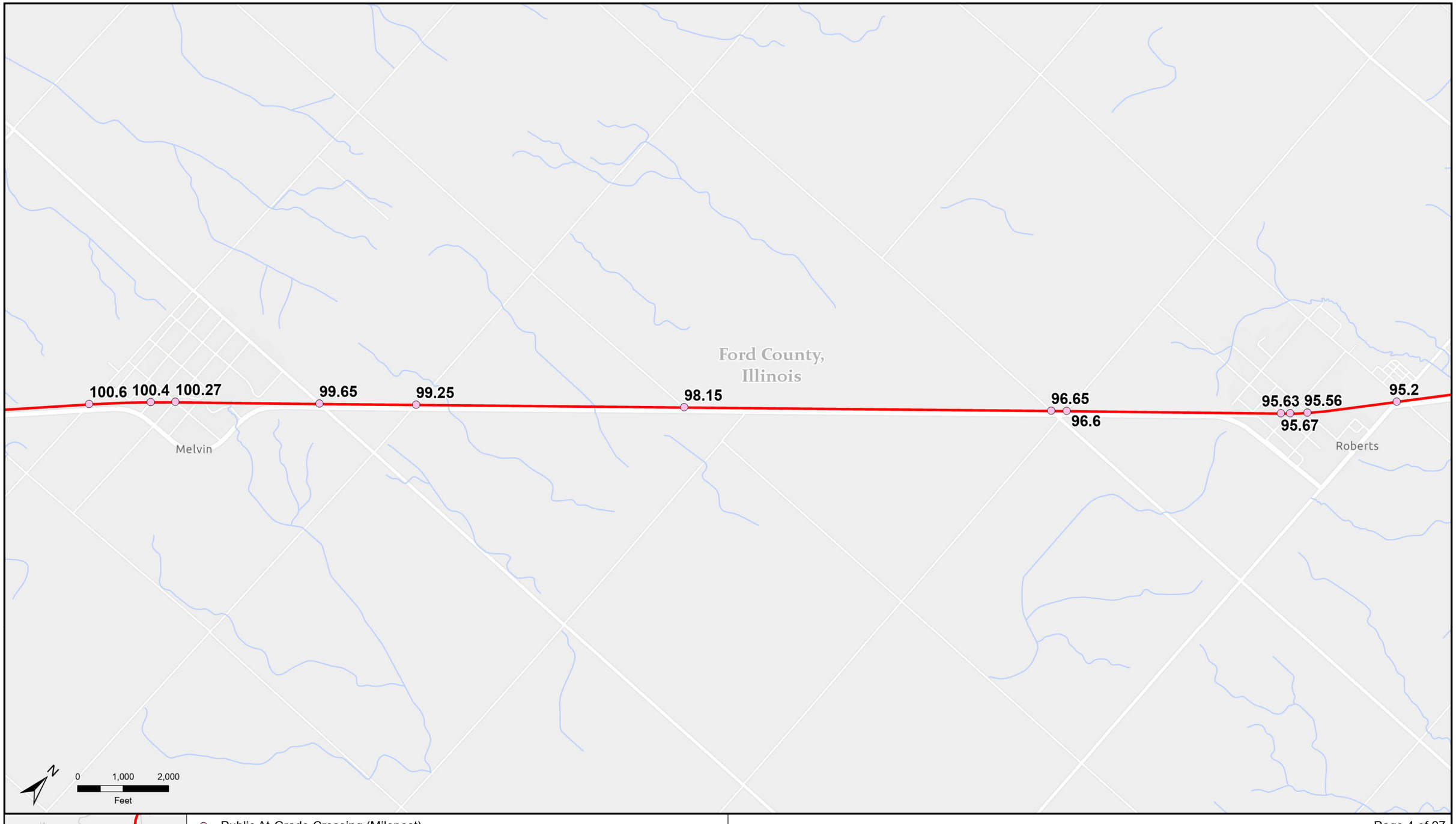

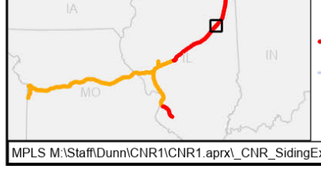

- Public At-Grade Crossing (Milepost)
- CN Railway
- Stream/River

Public At-Grade Crossings
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company

ERM

MPLS M:\Staff\Dunn\CNR1\CNR1.aprx_CNR_SidingExpansion_AtGradeCrossing1 | REVISED: 02/22/2022 | SCALE: 1:24,000 when printed at 11x17

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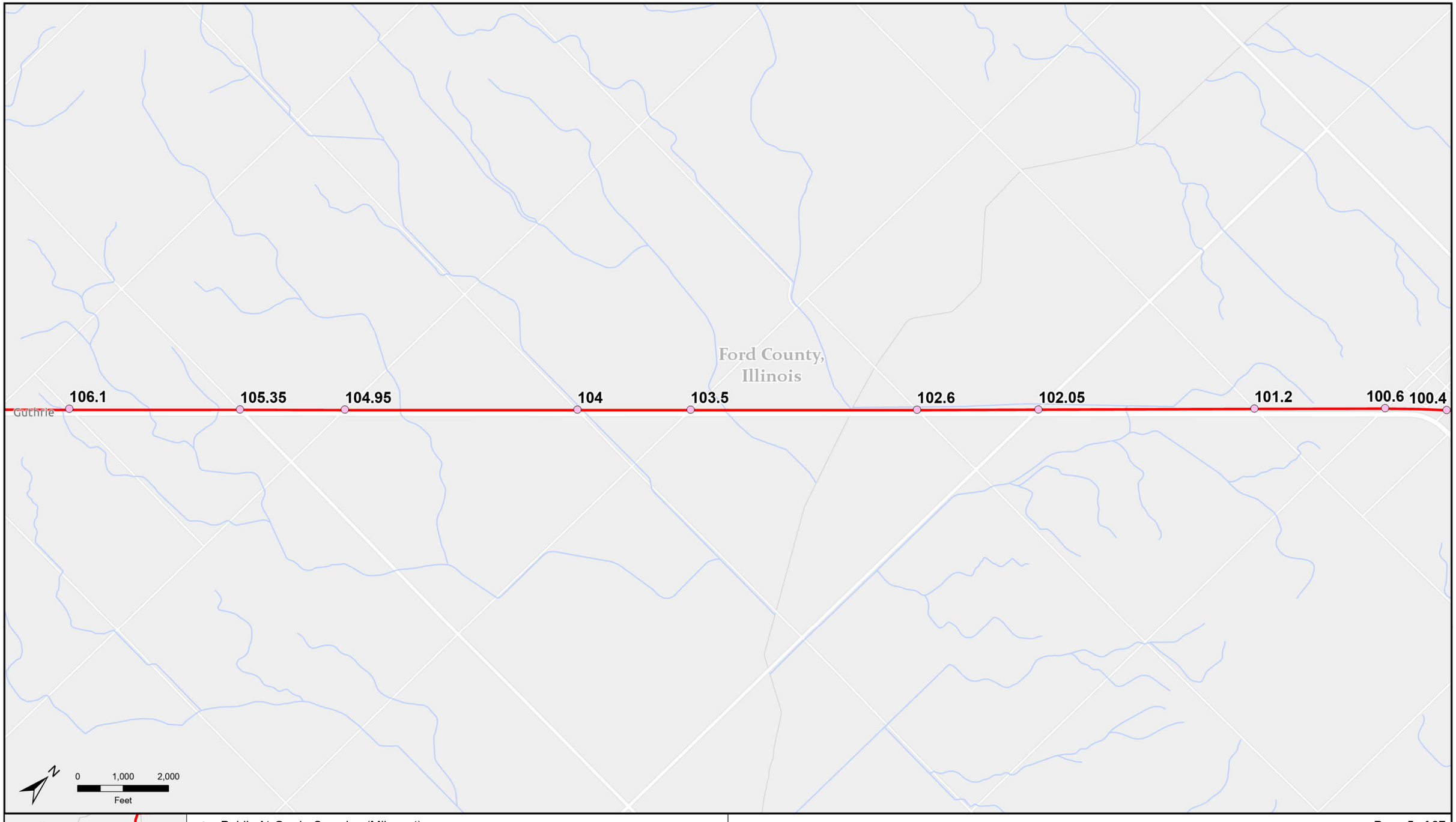

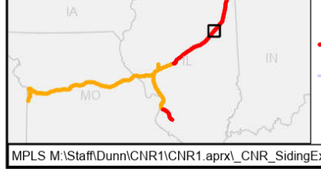

- Public At-Grade Crossing (Milepost)
- CN Railway
- Stream/River

Public At-Grade Crossings
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company

ERM

MPLS M:\Staff\Dunn\CNR1\CNR1.aprx_CNR_SidingExpansion_AtGradeCrossing1 | REVISED: 02/22/2022 | SCALE: 1:24,000 when printed at 11x17

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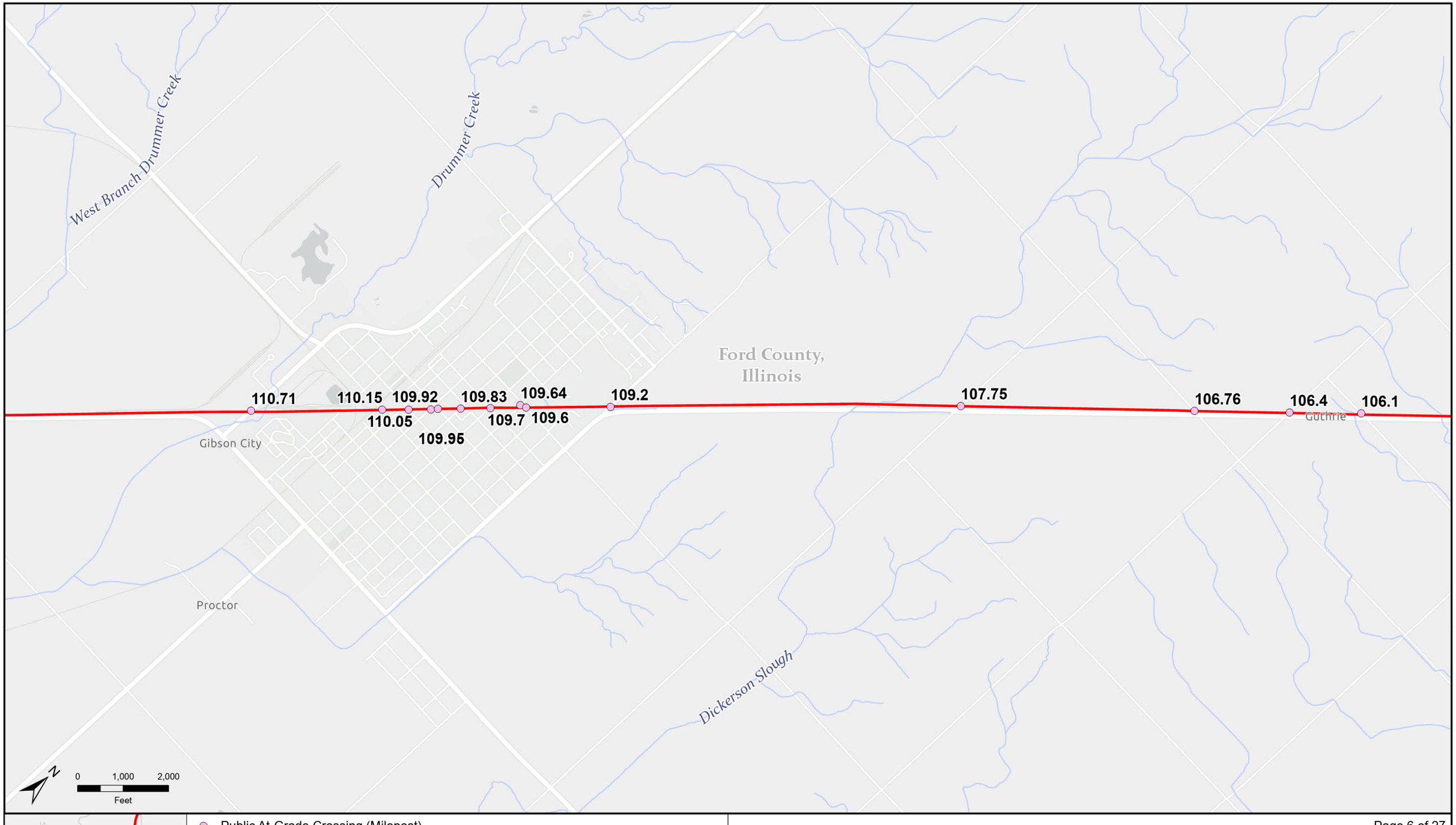

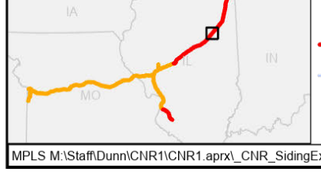

Public At-Grade Crossing (Milepost)
CN Railway
Stream/River

Public At-Grade Crossings
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company

ERM

MPLS M:\Staff\Dunn\CNR1\CNR1.aprx_CNR_SidingExpansion_AtGradeCrossing1 | REVISED: 02/22/2022 | SCALE: 1:24,000 when printed at 11x17

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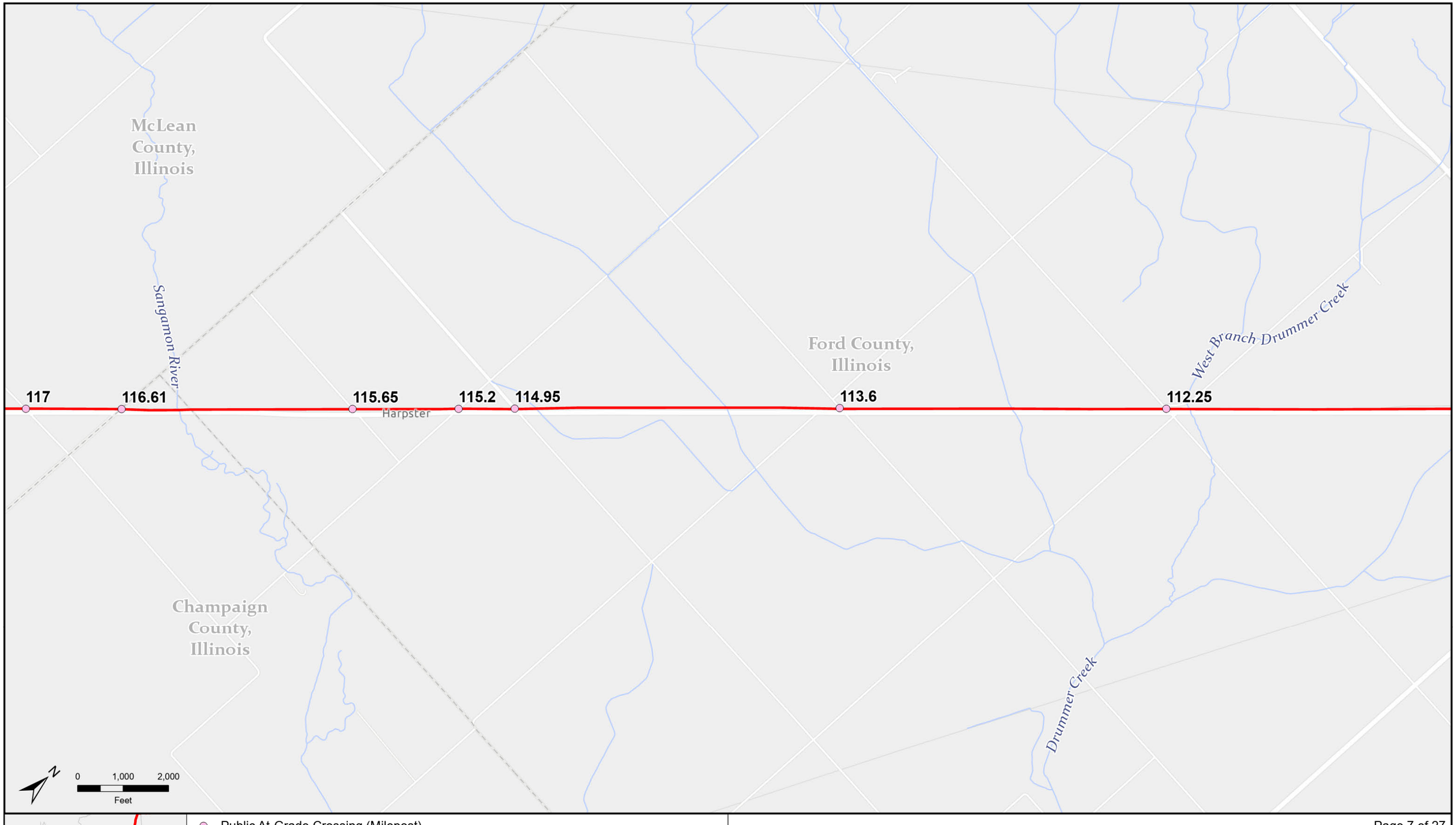

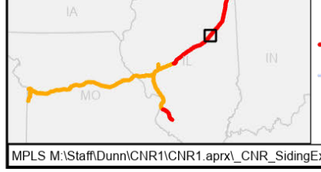

- Public At-Grade Crossing (Milepost)
- CN Railway
- Stream/River

Public At-Grade Crossings
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company

ERM

MPLS M:\Staff\Dunn\CNR1\CNR1.aprx_CNR_SidingExpansion_AtGradeCrossing1 | REVISED: 02/22/2022 | SCALE: 1:24,000 when printed at 11x17

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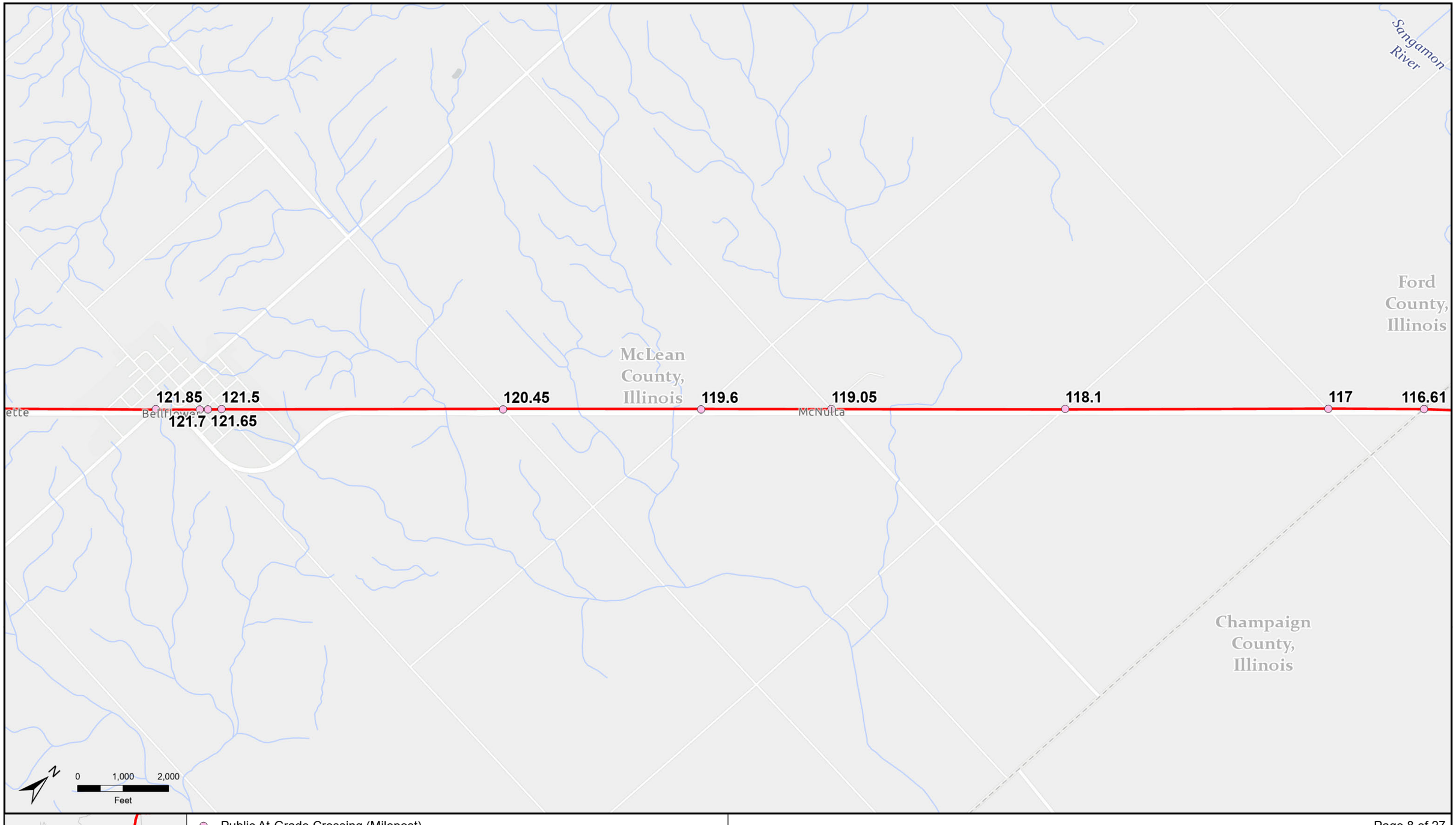

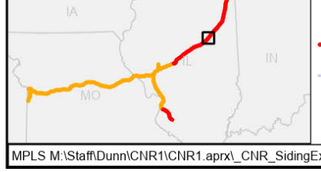

Public At-Grade Crossing (Milepost)
CN Railway
Stream/River

Public At-Grade Crossings
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company

ERM

MPLS M:\Staff\Dunn\CNR1\CNR1.aprx_CNR_SidingExpansion_AtGradeCrossing1 | REVISED: 02/22/2022 | SCALE: 1:24,000 when printed at 11x17

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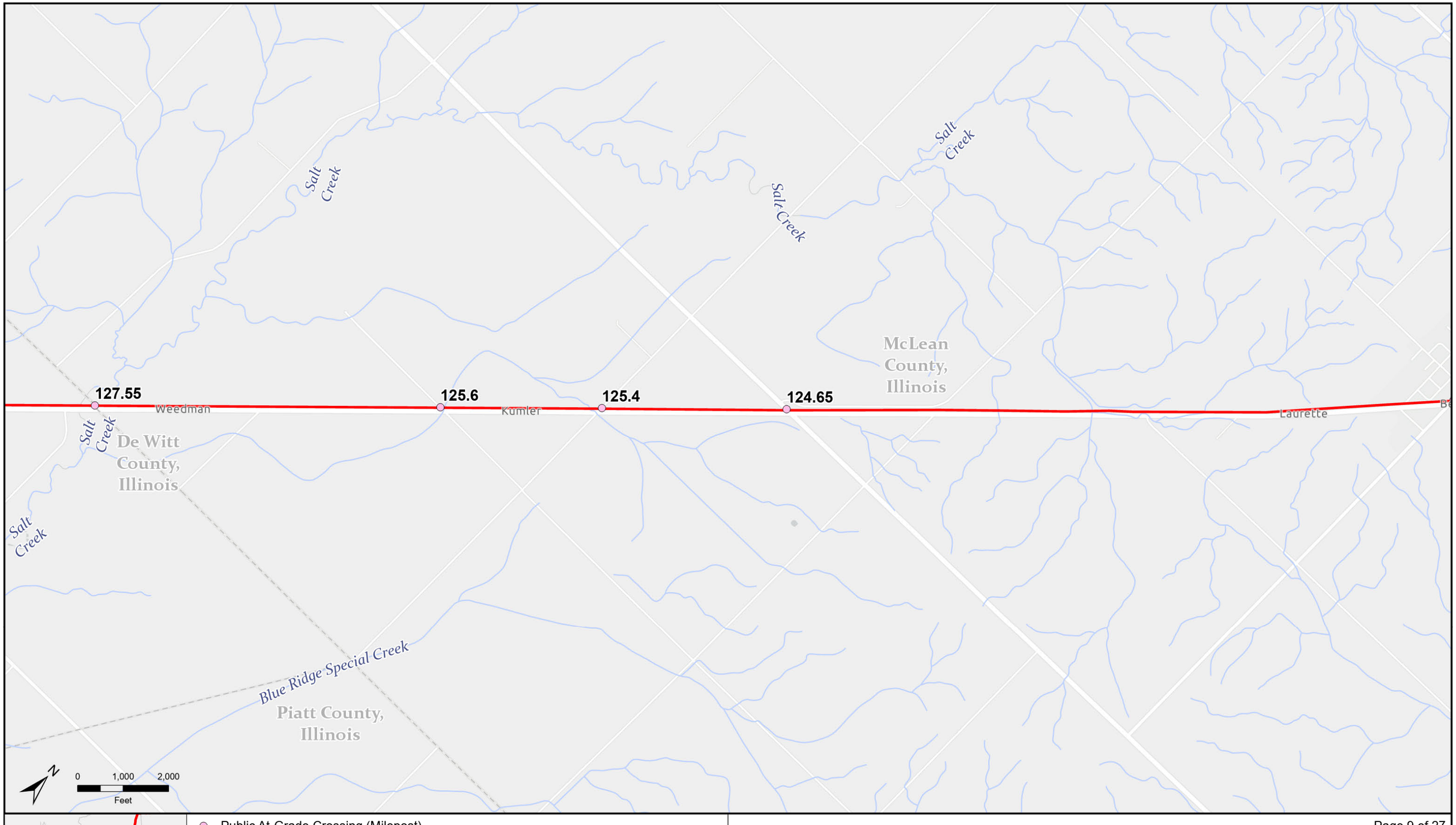

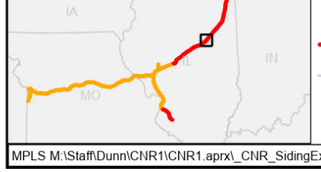

Public At-Grade Crossing (Milepost)
CN Railway
Stream/River

Public At-Grade Crossings
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company

ERM

MPLS M:\Staff\Dunn\CNR1\CNR1.aprx_CNR_SidingExpansion_AtGradeCrossing1 | REVISED: 02/22/2022 | SCALE: 1:24,000 when printed at 11x17

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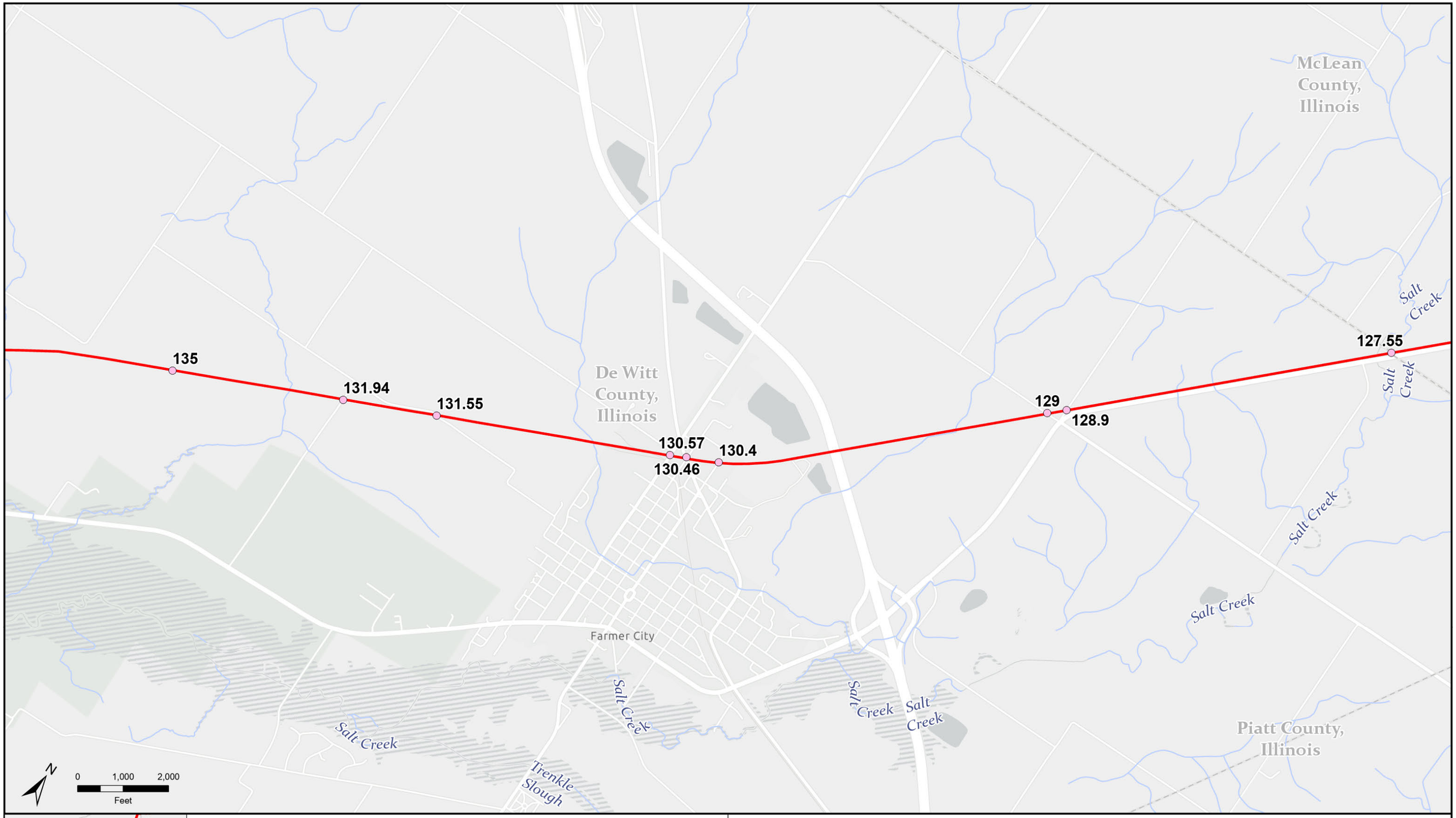
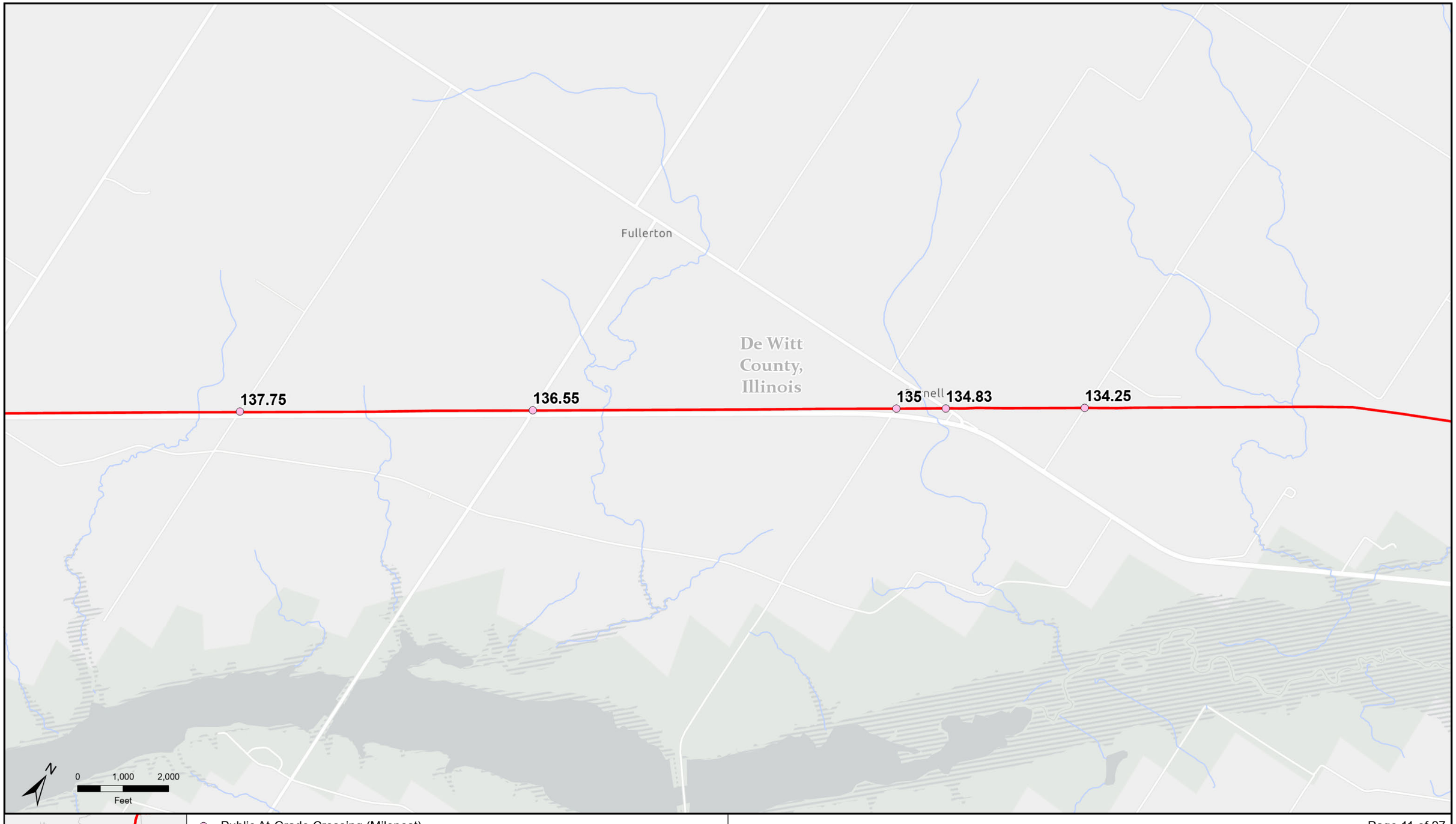
PUBLIC VERSION



Public At-Grade Crossings
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company

ERM

PUBLIC VERSION



Public At-Grade Crossings
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company

ERM

MPLS M:\Staff\Dunn\CNR1\CNR1.aprx_CNR_SidingExpansion_AtGradeCrossing1 | REVISED: 02/22/2022 | SCALE: 1:24,000 when printed at 11x17

DRAWN BY: NAD

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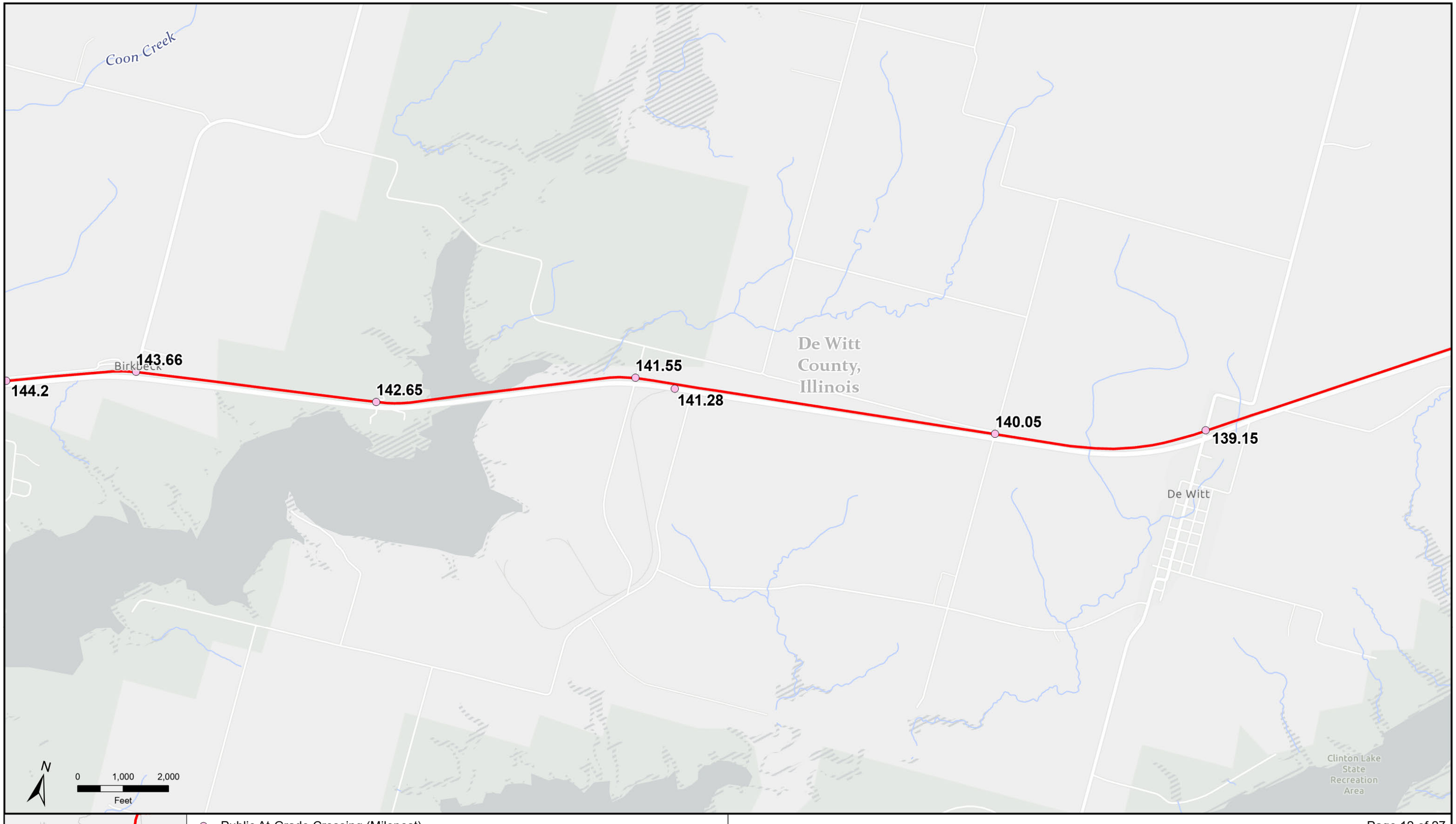

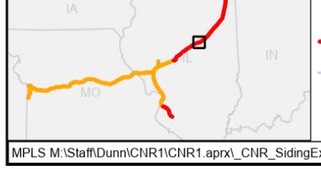

- Public At-Grade Crossing (Milepost)
- CN Railway
- Stream/River

Public At-Grade Crossings
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company

ERM

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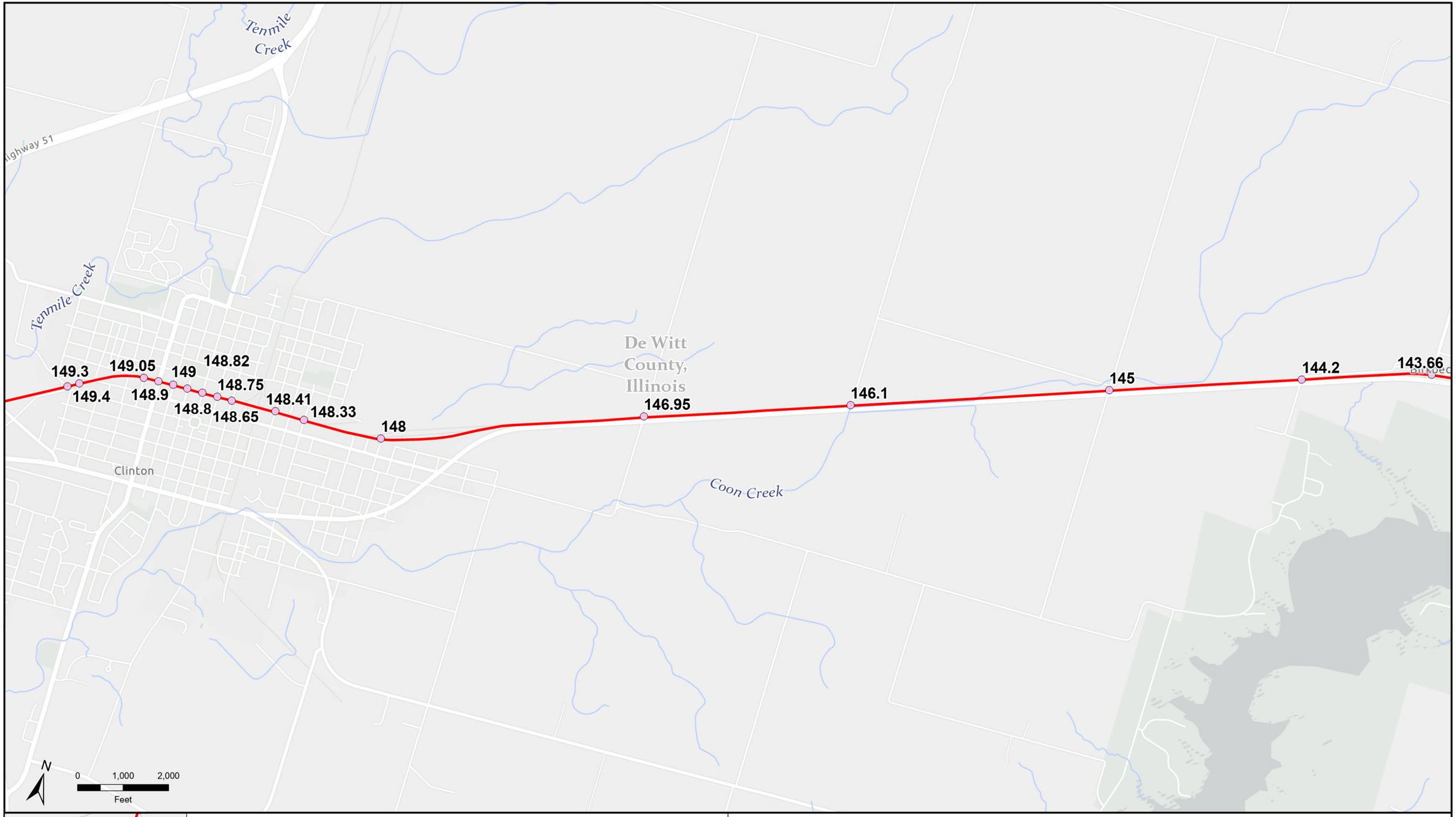

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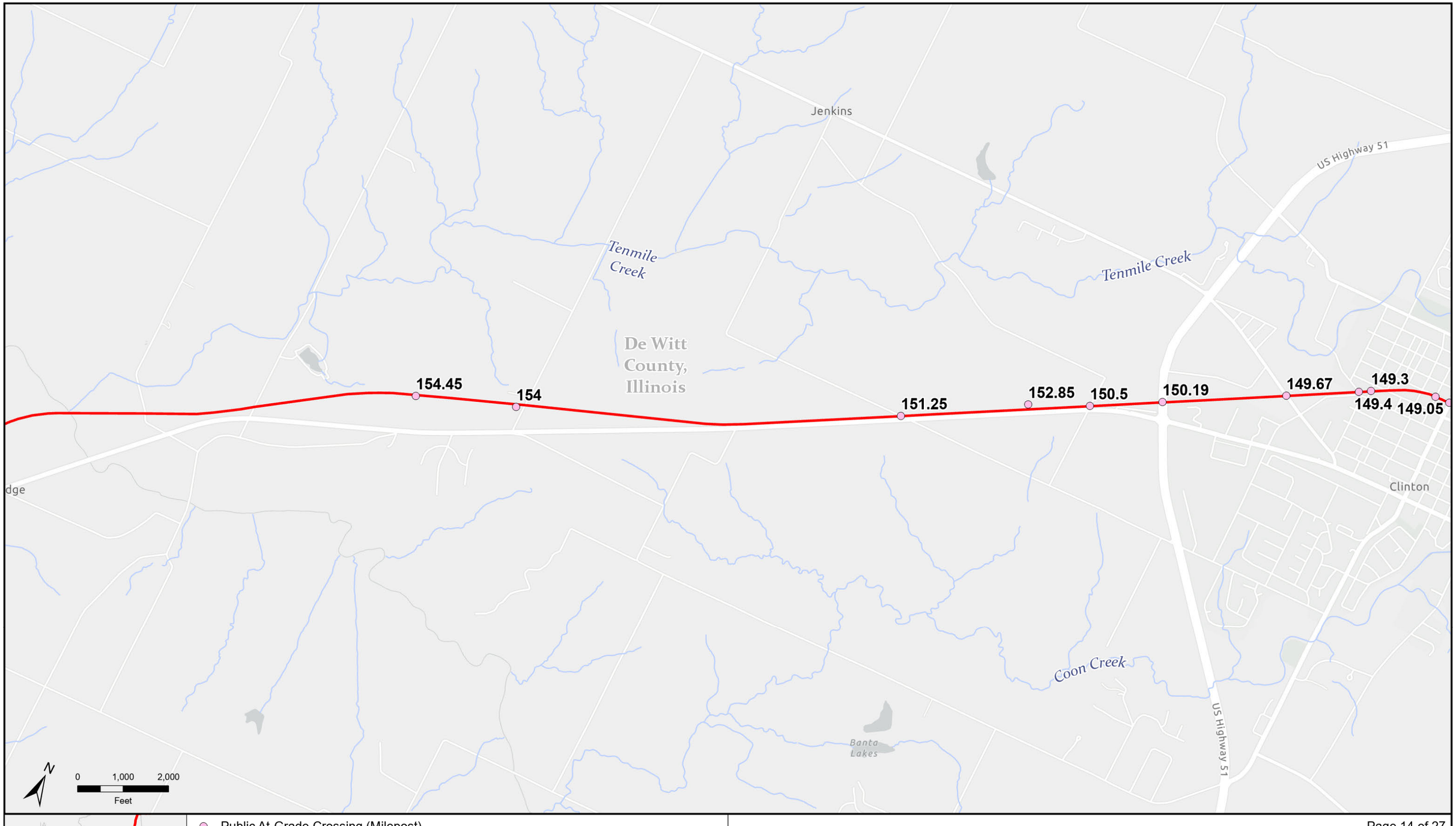

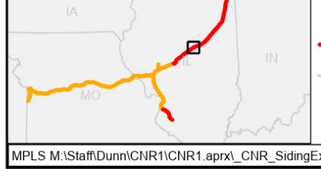

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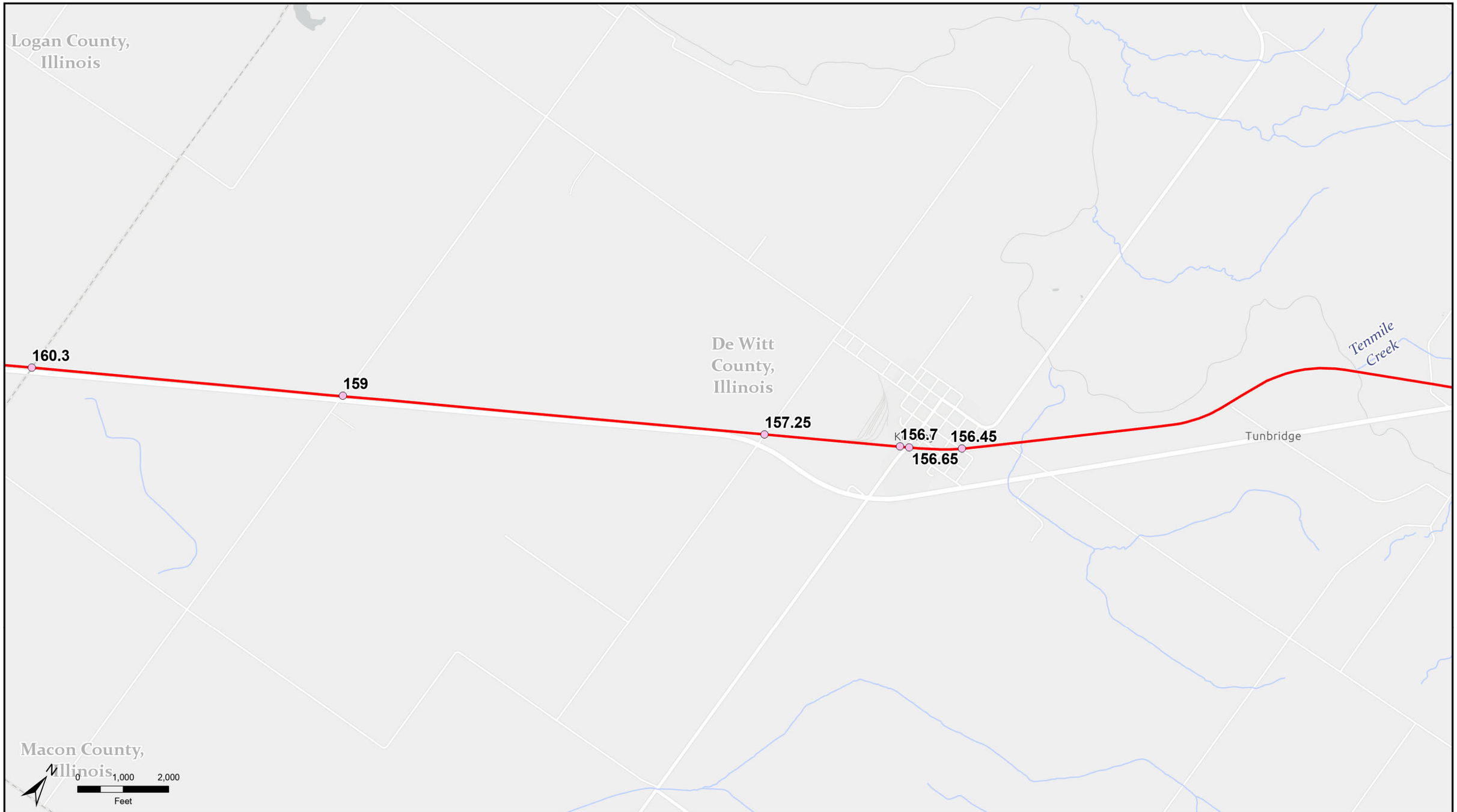

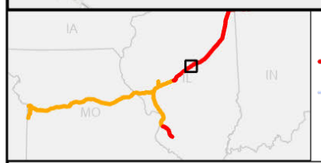

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Illinois Central Railroad Company

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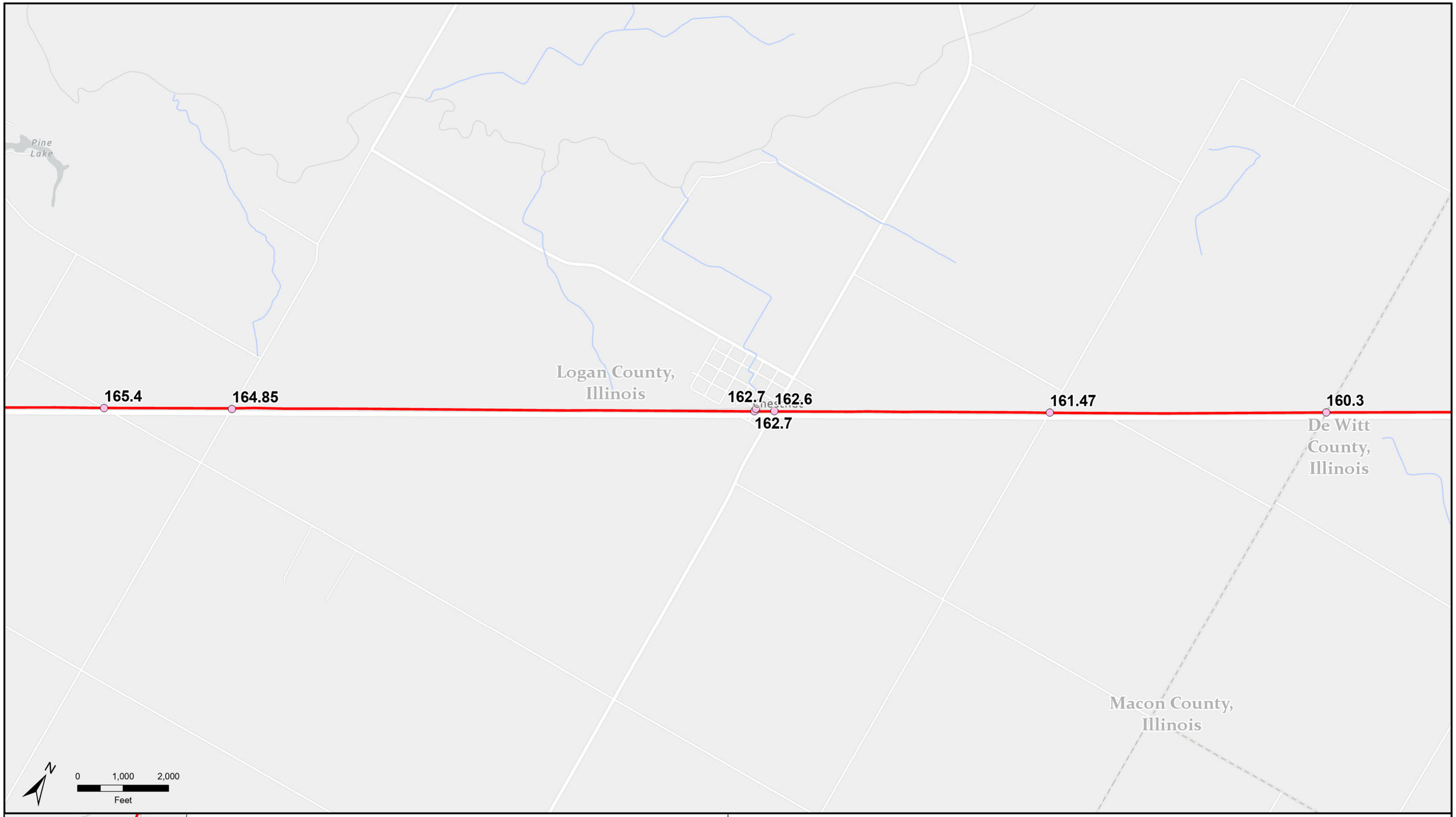

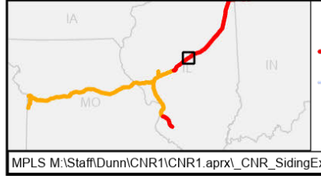

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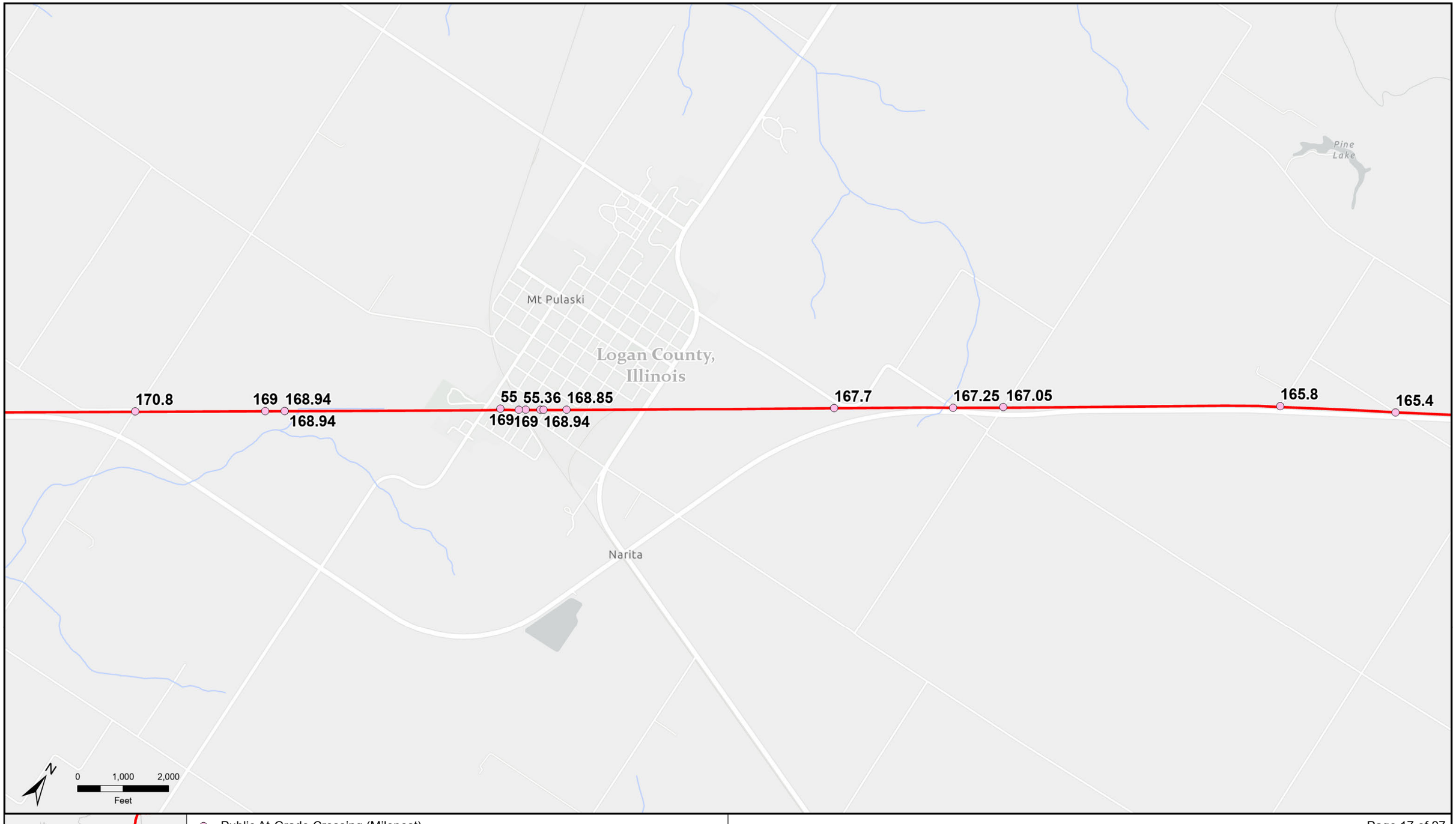

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Stream/River

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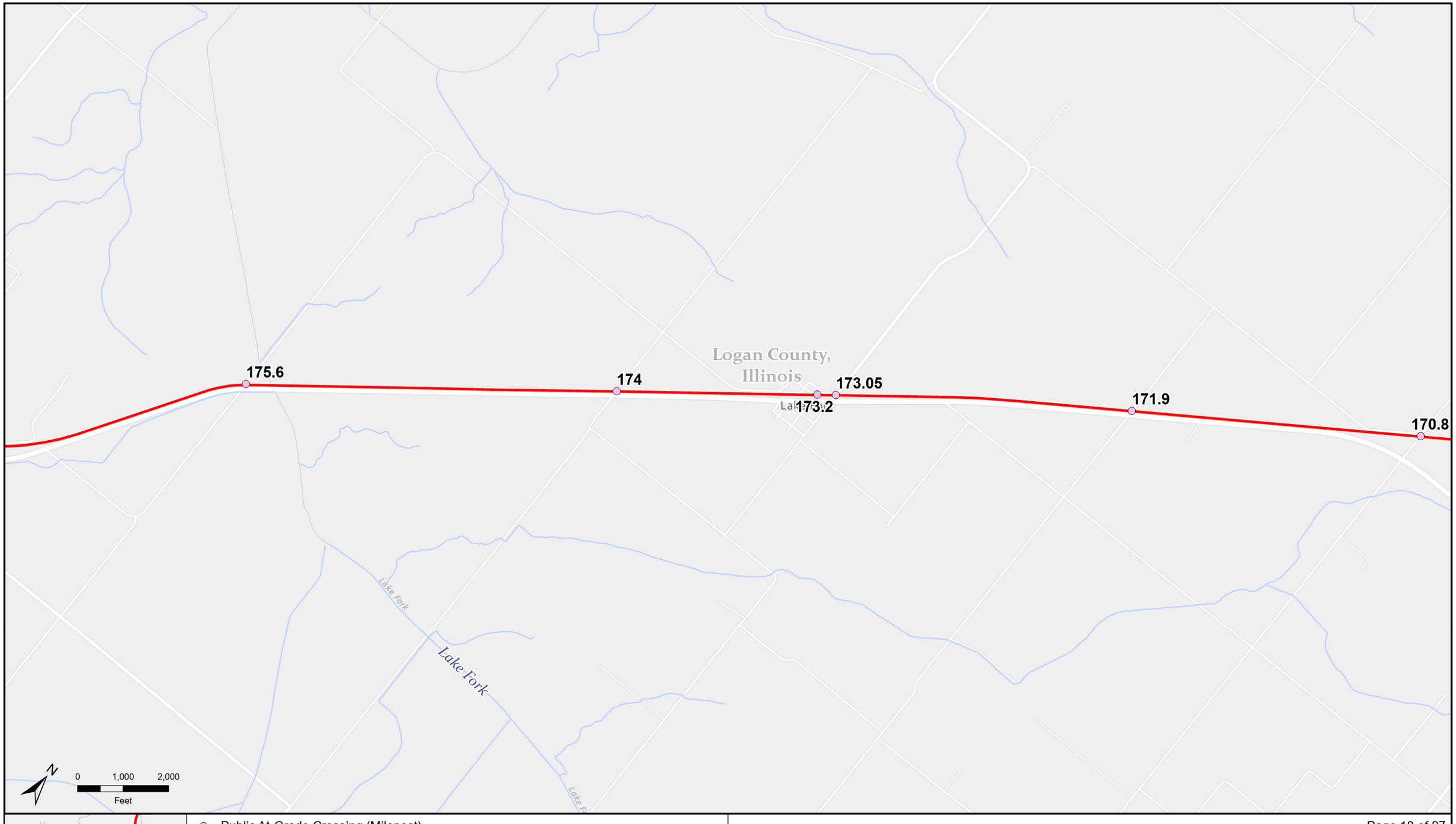

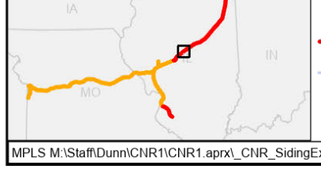

Public At-Grade Crossing (Milepost)
CN Railway
Stream/River

Public At-Grade Crossings
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company

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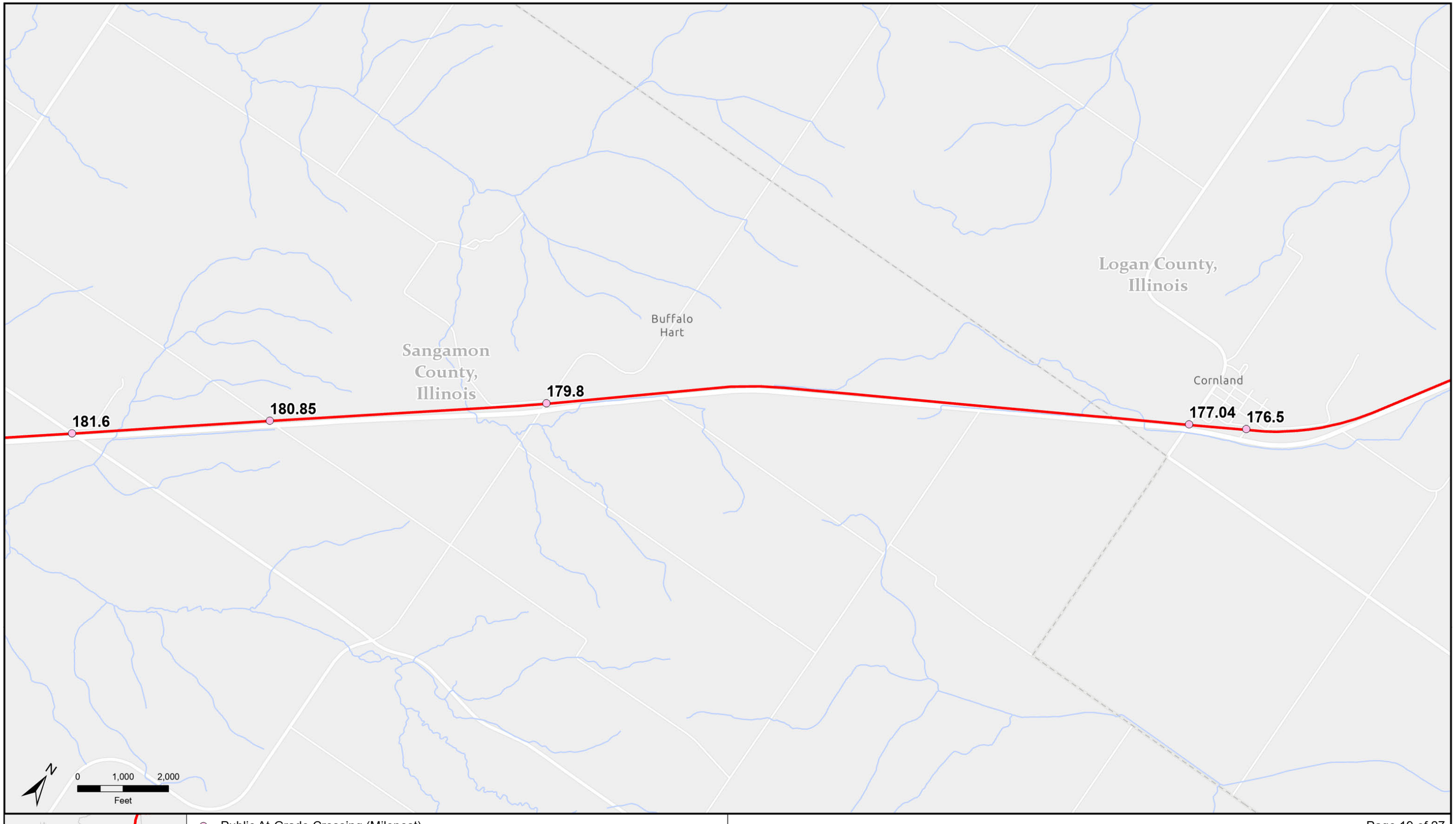

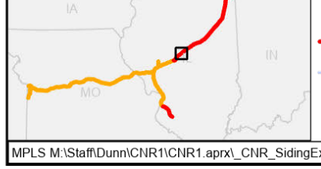

Public At-Grade Crossing (Milepost)
CN Railway
Stream/River

Public At-Grade Crossings
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company

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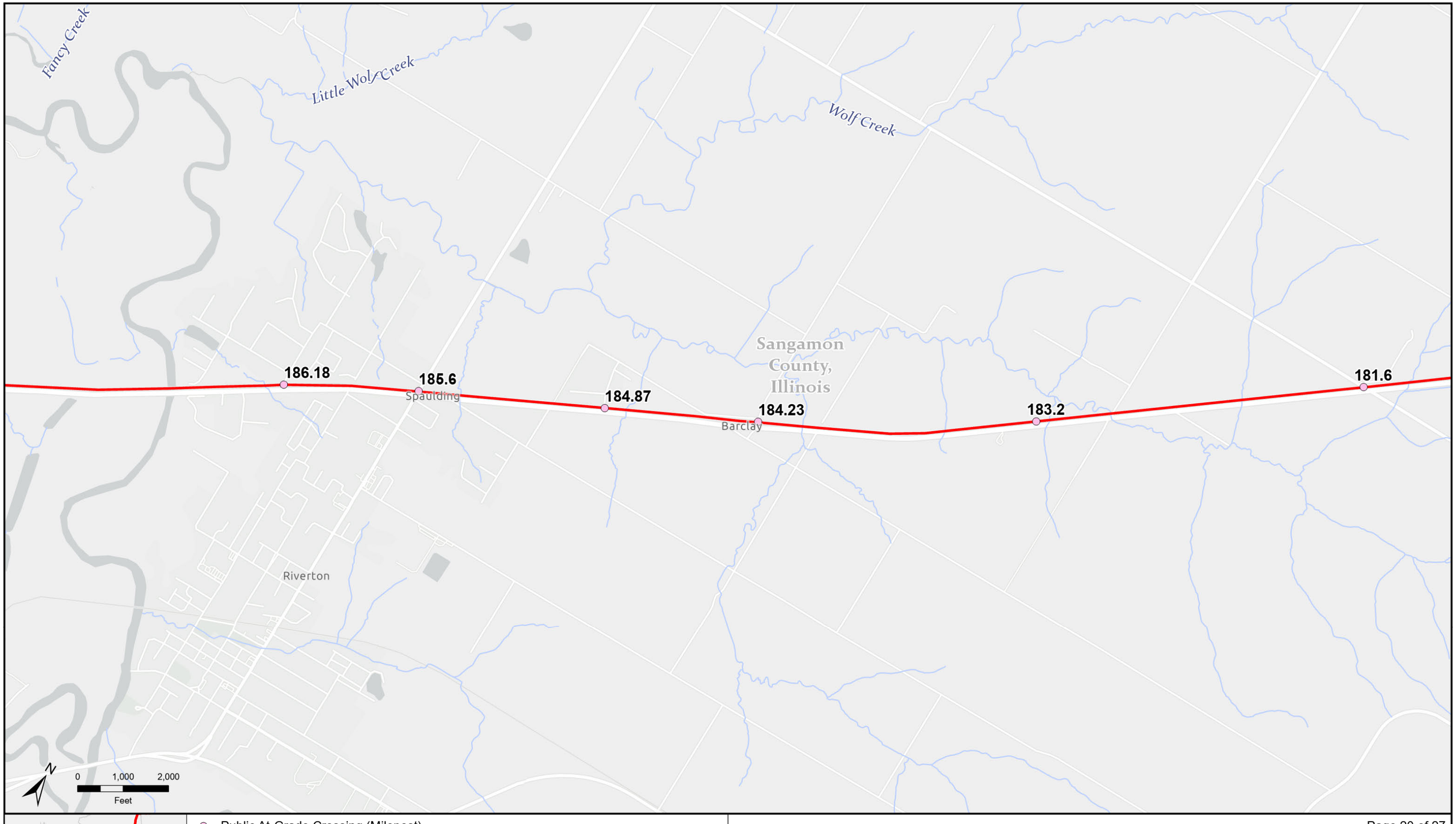

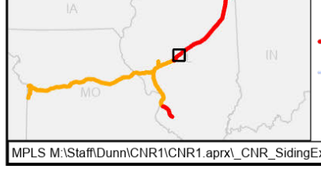

Public At-Grade Crossing (Milepost)
CN Railway
Stream/River

Public At-Grade Crossings
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company

ERM

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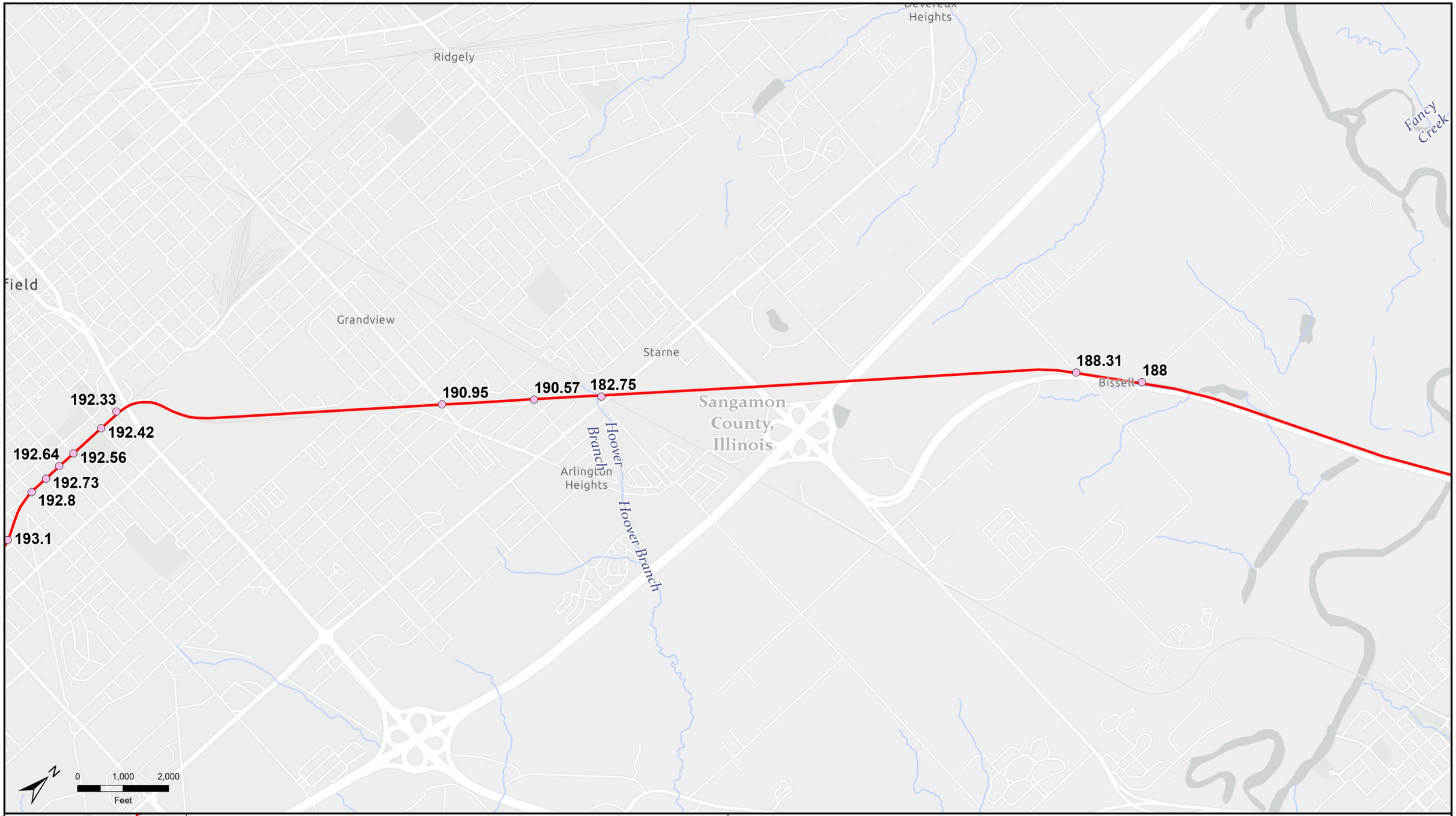

Public At-Grade Crossing (Milepost)
CN Railway
Stream/River

Public At-Grade Crossings
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company

ERM

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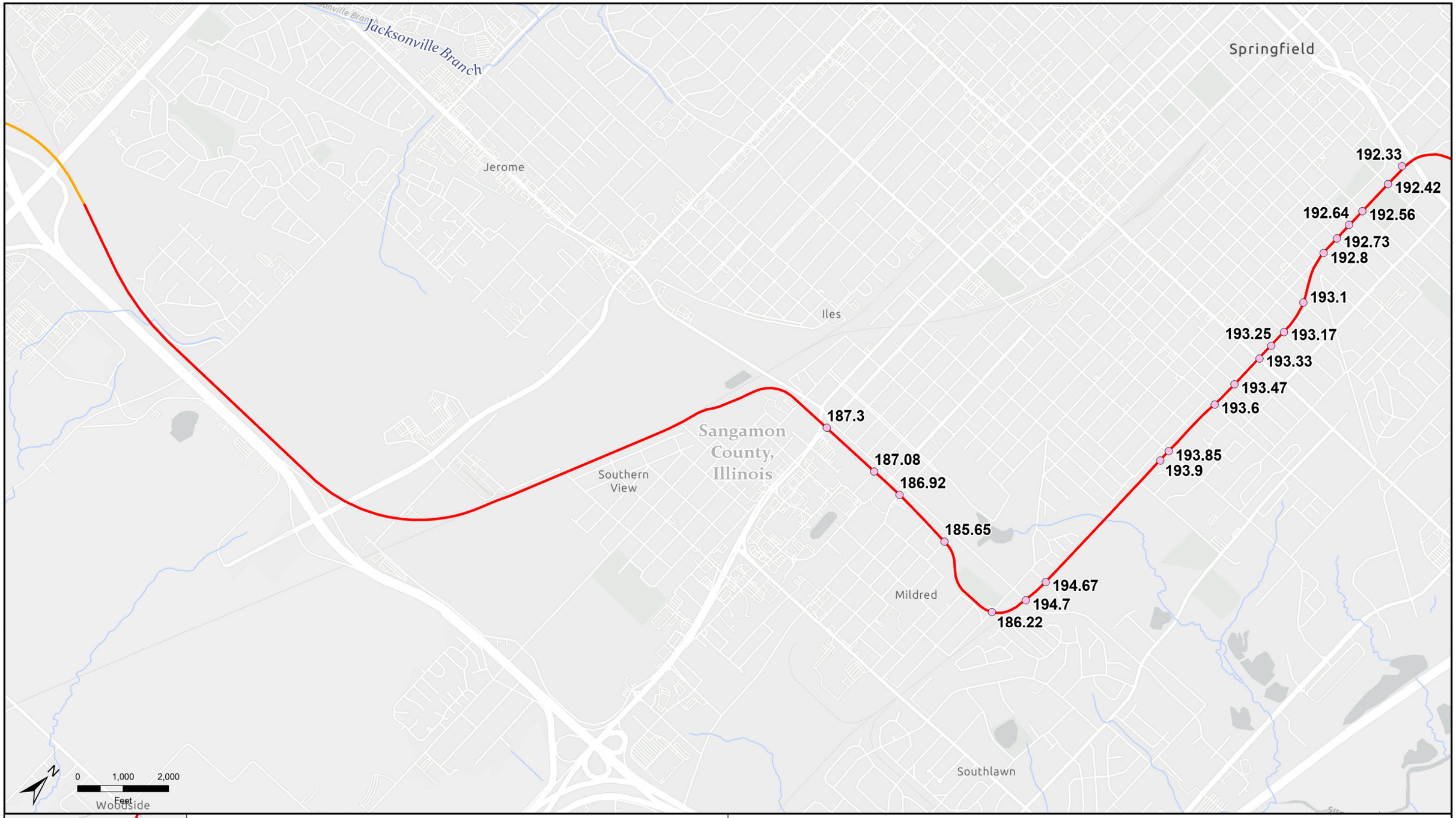

Public At-Grade Crossings
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company

ERM

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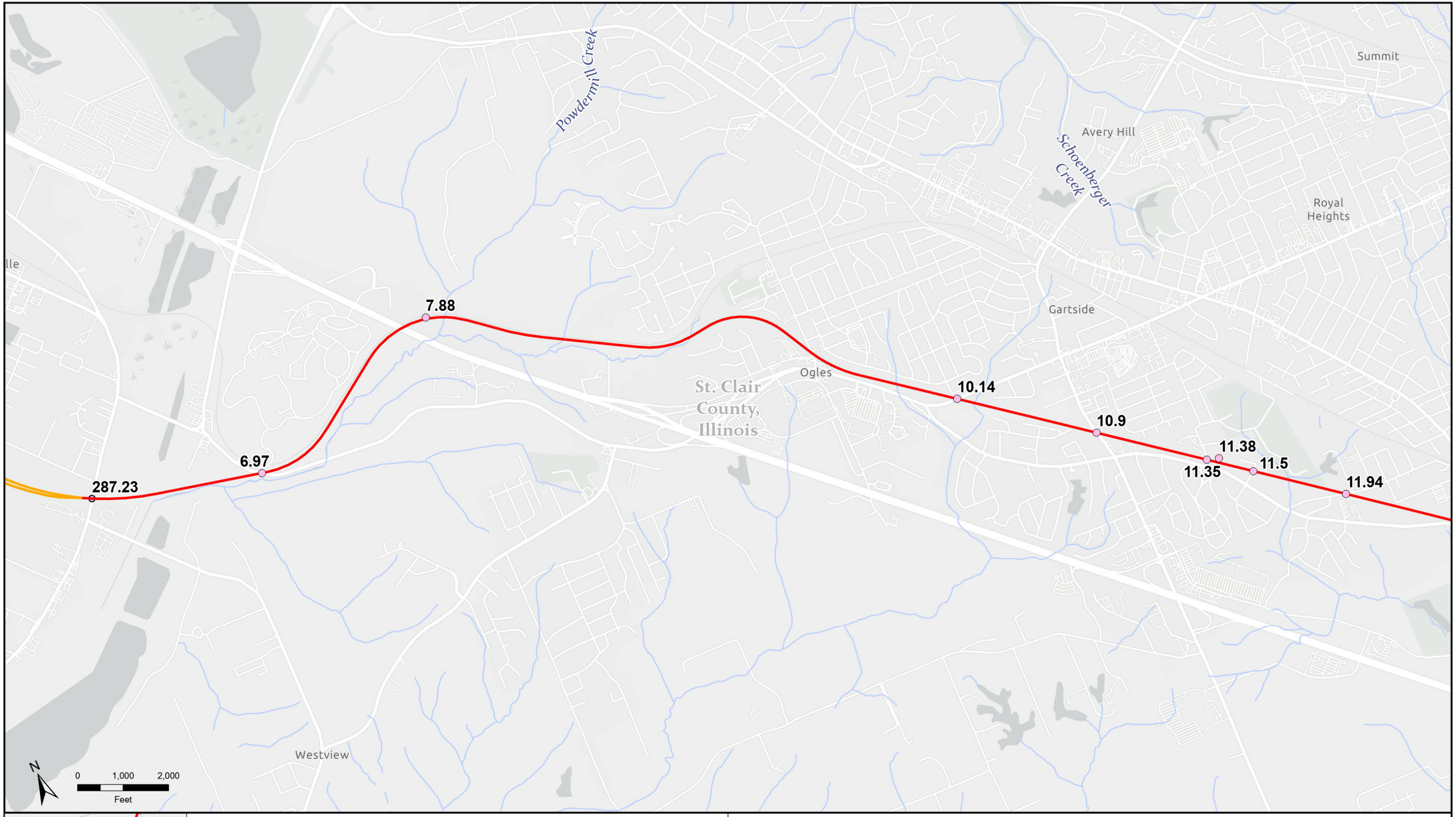

- Public At-Grade Crossing (Milepost)
- CN Railway
- KCS Railway
- Stream/River

Public At-Grade Crossings
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company

ERM

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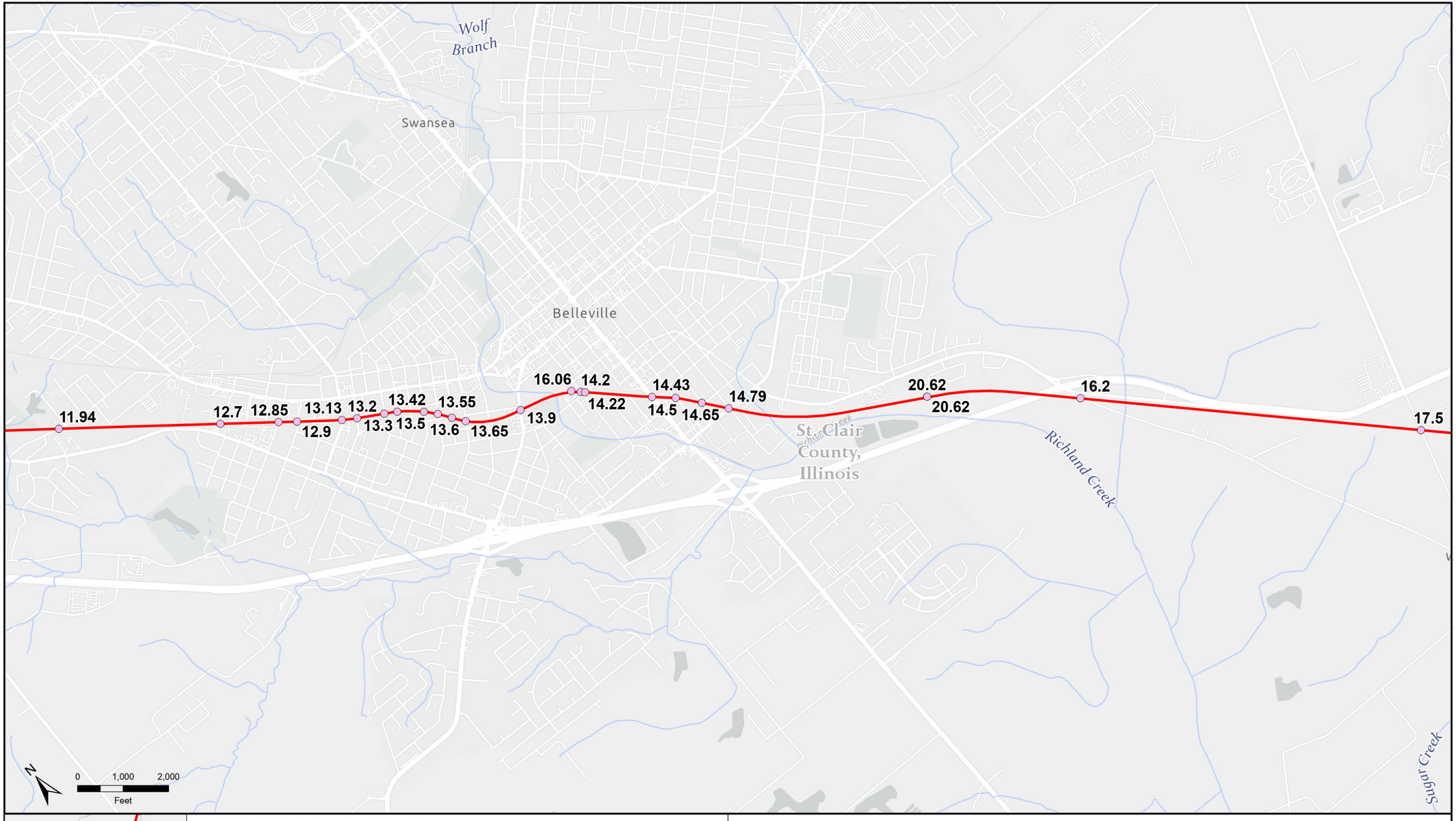

- Public At-Grade Crossing (Milepost)
- CN Railway
- Stream/River

Public At-Grade Crossings
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company

ERM

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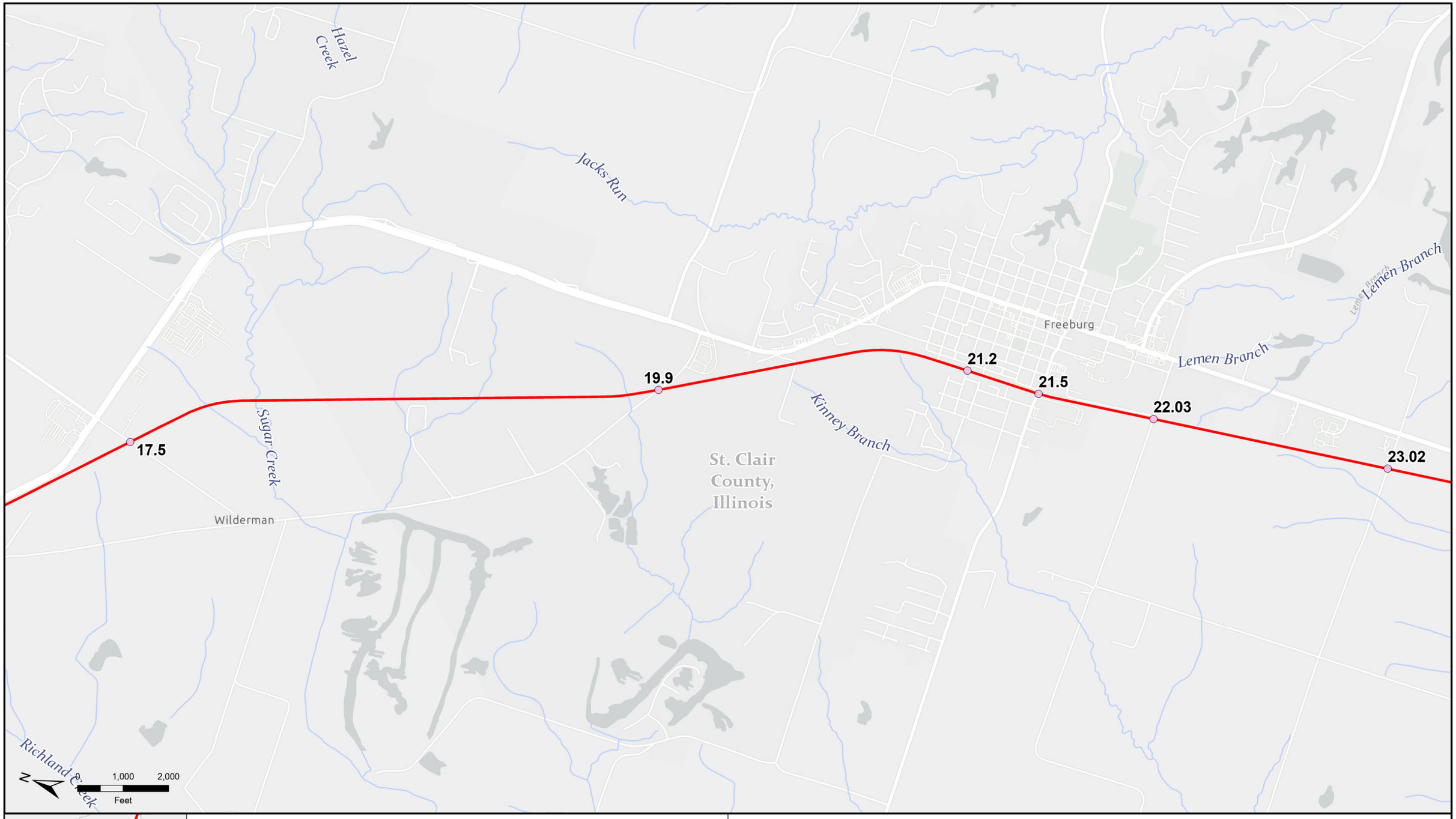

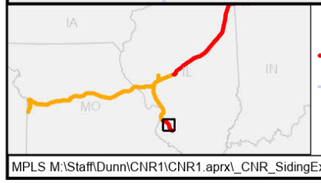

Public At-Grade Crossing (Milepost)
CN Railway
Stream/River

Public At-Grade Crossings
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company

ERM

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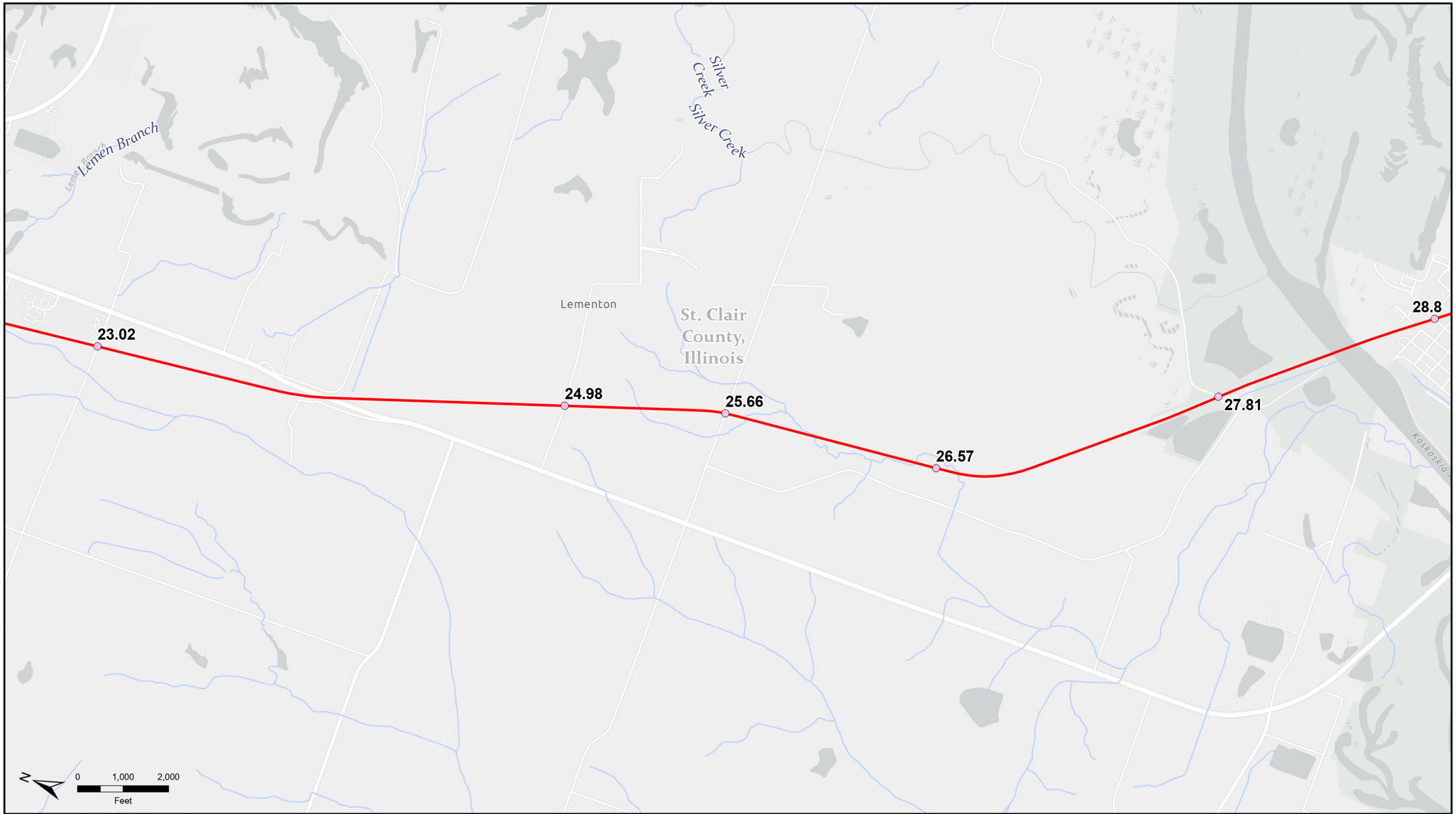

Public At-Grade Crossing (Milepost)
CN Railway
Stream/River

Public At-Grade Crossings
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company

ERM

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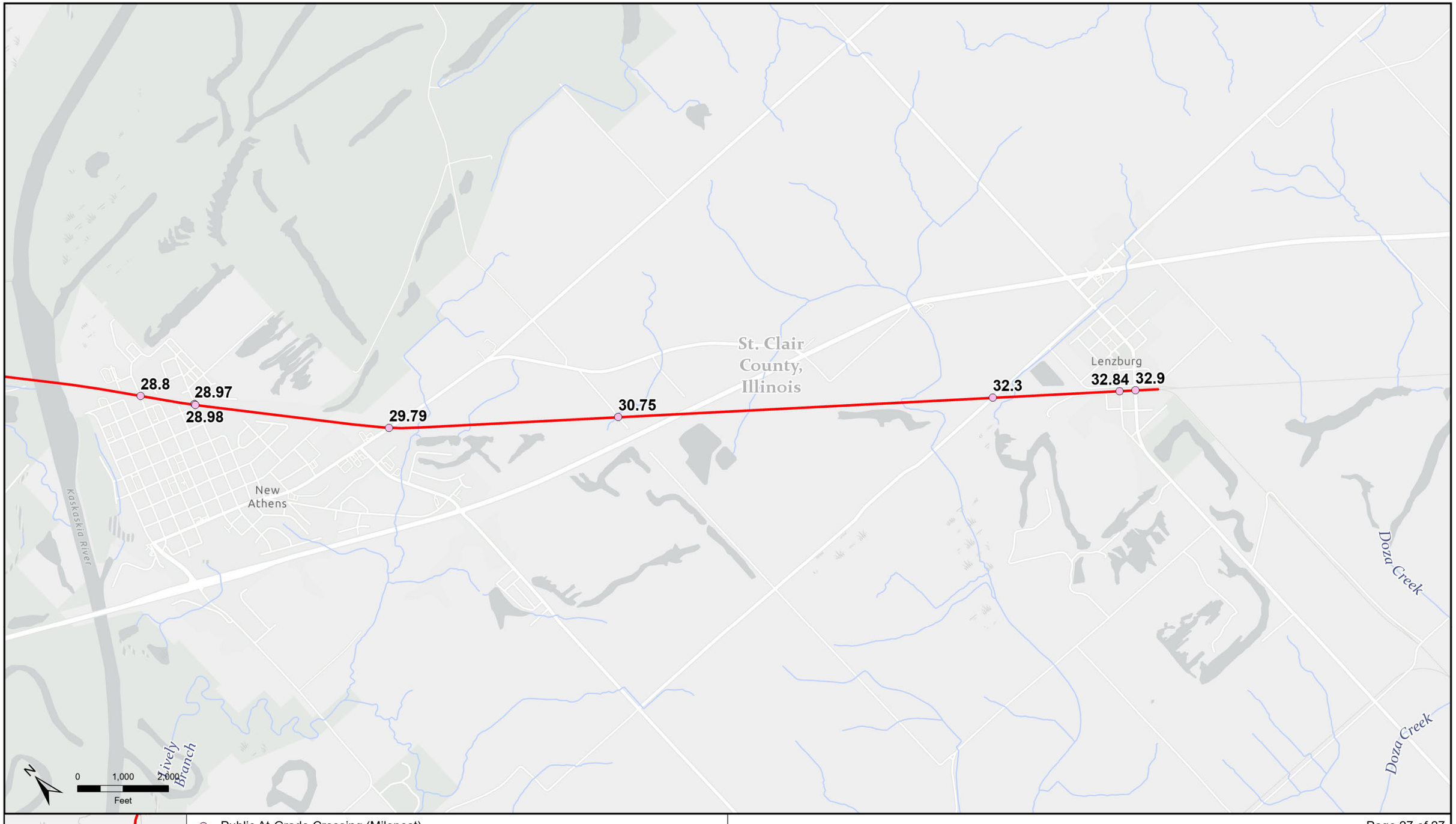

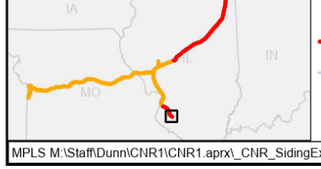

Public At-Grade Crossing (Milepost)
CN Railway
Stream/River

Public At-Grade Crossings
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company

ERM

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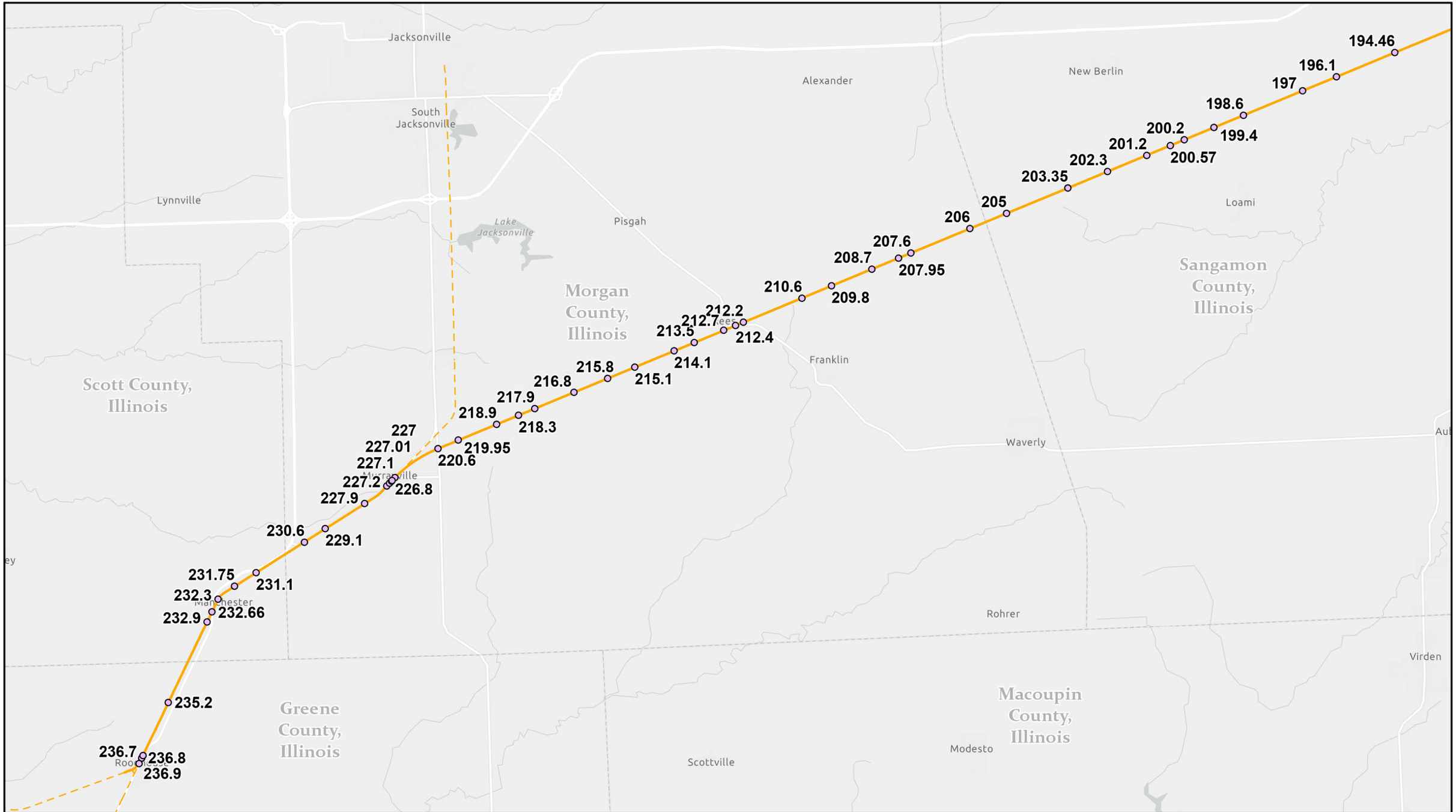
AT-GRADE CROSSINGS – (ROODHOUSE, SPRINGFIELD)

PUBLIC VERSION



Public At-Grade Crossings
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Illinois

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EXHIBIT G.3

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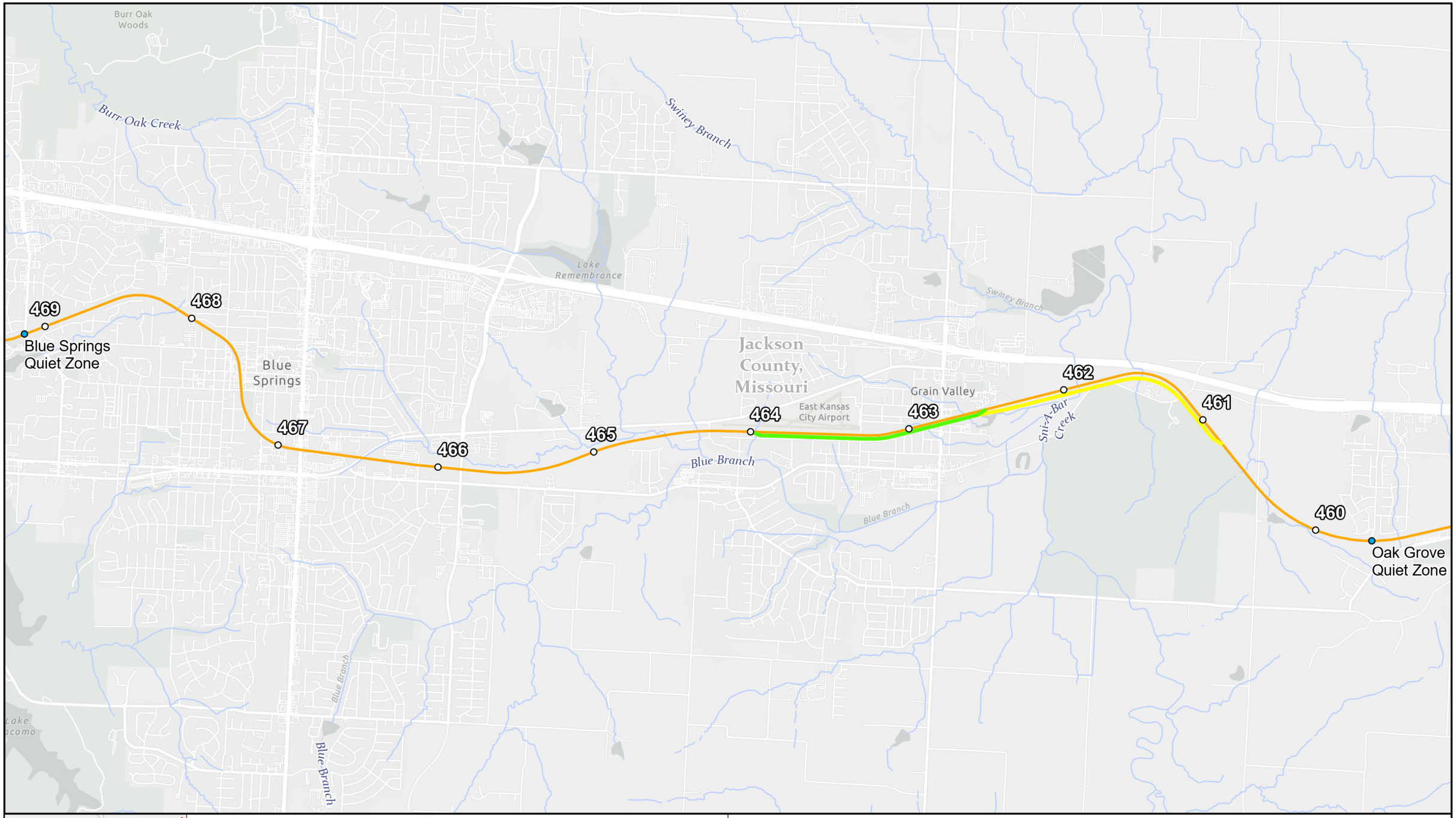

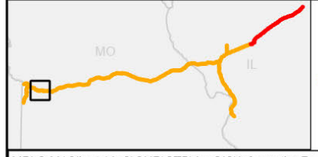

Quiet Zone
Milepost
Proposed Siding
Existing Siding
KCS Railway
Stream/River

N

0 0.5 1
Miles

Grain Valley Quiet Zones
Springfield Line Divestiture CN Proposed Construction Projects
Illinois Central Railroad Company
Jackson County, Missouri

ERM

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Exhibit 4B

June 9, 2022
Environmental
Submission to OEA

PUBLIC VERSION

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SIDLEY AUSTIN LLP
1501 K STREET, N.W.
WASHINGTON, D.C. 20005
+1 202 736 8000
+1 202 736 8711 FAX

AMERICA • ASIA PACIFIC • EUROPE

June 9, 2022

By E-Mail

Danielle Gosselin
Director
Office of Environmental Analysis
Surface Transportation Board
395 E Street S.W.
Washington, DC 20423

Re: *Canadian Pacific Railway Company, et al.—Control—Kansas City Southern, et al.*, FD No. 36500,

Illinois Central Railroad Company – Divestiture of KCS Line Between Kansas City, Mo. and Springfield / East St. Louis, Ill., FD 36500 (Sub-No. 1)

Dear Ms. Gosselin,

On behalf of the Illinois Central Railroad Company (CN), we are submitting updated environmental information for your consideration in evaluating the alternative action set forth in CN's responsive application. As part of this submission, we are including our former submission that is included as Exhibit 4A in CN's revised responsive application filed today in FD 36500 (Sub-Nos. 1-4), as well as the new information that we included as Exhibit 4B.

Exhibit 4B contains updated data regarding merger-related increases in train counts and gross ton mileage associated with the above-referenced dockets. The format and baseline data of this information follows the direction provided by you and the Surface Transportation Board (STB) in *Decision No. 17*.[1] As requested, CN formatted this data to be consistent with Canadian Pacific Railway Company, et al.'s (CP-KCS) master segment table, and CN's calculations, where applicable, rely upon the data provided in CP-KCS's Amended Master Segment Table, included as Appendix T to CP-KCS's Amended Operating Plan (May 13, 2022), as amended by the errata filed on May 20, 2022.

As previously expressed in various filings and verified statements submitted to the Board as well as the verified statements from Jeffrey Makholm and Carl Van Dyke filed on June 9, 2022, with CN's Comments on Applicants' Amended Operating Plan, we continue to doubt the accuracy

[1] STB Finance Docket No. 36500, Decision No. 17, at 5 (STB served April, 27, 2022).

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of train counts and traffic density numbers used in CP-KCS's Amended Operating Plan as, among other things, they do not reflect actual baseline traffic from 2019.

We note that the data in CP-KCS's Amended Operating Plan differ significantly from those that CP-KCS previously submitted to OEA and that continue to be reflected on the www.cp-kcsmergereis.com website. We believed the STB had expected that CP-KCS's Amended Operating Plan would be based on the master segment table submitted to OEA on October 28, 2021, but as reflected below for line segments on the Springfield Line, that was not the case:

Subdivision	**Segment**	**Actual 2019 Gross Tons per Mile** **Original Application Exhibit 14[2]**	**Modeled 2019 Gross Tons Per Mile** **March 21 Exhibit 14 and October 28 OEA numbers[3]**	**Modeled 2019 Gross Tons Per Mile** **May 13 Exhibit 14 and Appendix T[4]**
Mexico	Kansas City, MO – Slater, MO	10,376	5,833	6,166
Mexico	Slater, MO – Mexico, MO	8,809	3,714	4,281
Roodhouse	Mexico, MO – Roodhouse	6,655	3,390	4,019
Springfield	Roodhouse, MO – Murrayville, IL	3,090	25	998
Springfield	Murrayville, IL – Springfield, IL	43	25	168

Additionally, Exhibit 4B also contains a revised map depicting the change in train counts along the Springfield line. The numbers utilized for this map are those from CN's revised calculations in the Amended Master Segment Table in Exhibit 4B.

CN notes that CP-KCS's Amended Master Segment Table confuses the location of Springfield, IL at the east end of KCS's Springfield Line. *See* Appendix T, Segment Numbers 123-124. That table indicates that Springfield lies between Cockrell to the east and Murrayville to the west, but in reality Springfield is east of Cockrell, which is the end of KCS's track

[2] *See* CP-26/KCS-14, Railroad Control Application, Vol. 2 at 497-499, Exhibit 14.

[3] *See* Applicants' Response to OEA Information Request No. 1, October 28, 2021, Master Segment Table. These numbers were subsequently submitted to the Board in CP-KCS's revised Exhibit 14 filed on March 21, 2022. *See* CP-43/KCS-30, Applicants' Response to Decision No. 16 at Appendix A, "KCS Operating Plan Base (2019)."

[4] *See* CP-47/KCS-34, Applicants' Amended Operating Plan at Exhibit 14 pp. 51-52, "KCS Operating Plan Base (2019)" and Appendix T, pp. 7, 11, "Amended Master Segment Table."

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ownership. Per the direction from the STB, we have followed the same format in CN's Exhibit 4B, including this error from CP-KCS's Amended Master Segment Table.

In addition to the materials contained in Exhibit 4B, CN also notes that all of the proposed capital improvements in CN's Responsive Application will be conducted within the existing rights of way (e.g., siding improvements) and/or existing facility footprint (e.g. rail yard improvements).

Please let us know if you have any additional questions.

Sincerely,

/s/ *Peter Whitfield*
Peter Whitfield

Enclosure(s)

CC:
Kathryn Gainey, CN

EXHIBIT H.1

Updated Data

PUBLIC VERSION

Segment												Trains Per Day						Tonnage - Million Gross Tons per Mile per Year (mGTs)								
Segment Number	Code	Subdivision	Segment Name	Segment Begin MP	Segment Begin Station	Segment End MP	Segment End Station	Segment Length (Miles)	CN Considered Begin Station	CN Considered End Station	CN Considered Distance	Base	KCS Organic Growth	2027 No Merger	CP-KCS Merger Related Growth	CN Merger Related Growth	2027 With All Growth Sources	Base	KCS Organic Growth	2027 No Merger	CP-KCS Merger Related Growth	CN Merger Related Growth	CN Organic Growth	CP-KCS + CN Merger Related Growth	CP-KCS + CN Merger Related Growth Percentage	CP-KCS + CN 2027 With Merger
118	K-PITT-01	PITTSBURG	KANSAS CITY,MO - PITTSBURG,KS	3.7	KANSAS CITY	128.2	PITTSBURG	124.5	IFG	Airline Jct, MO	23.2	15.14	2.43	17.57	12.83	0.57	30.97	36.81	6.67	43.48	29.14	3.39	0.13	32.53	75%	76.14
119	K-MEXI-01	MEXICO	KANSAS CITY,MO - SLATER,MO	393.6	KANSAS CITY (should be SLATER, MO)	490.8	KANSAS CITY	97.2	Airline Jct, MO	Slater, MO	98.6	2.74	0.27	3.01	0.00	1.71	4.72	6.17	1.26	7.42	0.80	4.12	0.16	4.92	66%	12.51
120	K-MEXI-02	MEXICO	SLATER,MO - MEXICO,MO	325.7	MEXICO	393.6	SLATER	67.9	Slater, MO	Mexico, MO	67.9	1.85	0.10	1.95	0.00	2.00	3.95	4.28	0.85	5.13	0.56	4.10	0.15	4.66	91%	9.94
121	K-ROOD-01	ROODHOUSE	MEXICO,MO - ROODHOUSE,IL	237.3	ROODHOUSE	325.7	MEXICO	88.4	Mexico, MO	Roodhouse, IL	88.4	2.12	0.10	2.22	0.00	3.43	5.65	4.02	0.79	4.81	0.52	4.88	0.18	5.40	112%	10.39
126	K-GODF-01	GODFREY	ROODHOUSE,IL - GODFREY,IL	28.1	GODFREY	68.2	ROODHOUSE	40.1	Roodhouse, IL	Godfrey, IL	40.1	1.57	0.03	1.60	0.00	2.29	3.89	1.05	0.21	1.26	0.18	2.37	0.09	2.55	202%	3.90
127	K-ESLT-01	EAST ST LOUIS TERMINAL	GODFREY,IL - EAST ST LOUIS,IL	252.1	GODFREY	285.0	EAST ST LOUIS	32.9	Godfrey, IL	East St. Louis, IL	32.9	3.71	0.03	3.74	0.00	2.57	6.31	6.84	1.37	8.21	1.18	2.51	0.09	3.69	45%	12.00
122	K-SPRI-01	SPRINGFIELD	ROODHOUSE,IL - MURRAYVILLE,IL	221.7	MURRAYVILLE	237.3	ROODHOUSE	15.6	Roodhouse, IL	Murrayville, IL	15.6	0.78	0.08	0.86	0.00	2.28	3.14	1.00	0.20	1.20	0.00	4.45	0.17	4.45	371%	5.82
125	K-JACK-01	JACKSONVILLE	MURRAYVILLE,IL - JACKSONVILLE,IL	216.3	JACKSONVILLE	226.7	MURRAYVILLE	10.4	Murrayville, IL	Jacksonville, IL	10.4	0.73	0.10	0.83	0.00	0.29	1.12	1.33	0.25	1.58	0.00	0.00	0.00	0.00	0%	1.58
123	K-SPRI-02	SPRINGFIELD	MURRAYVILLE,IL - SPRINGFIELD,IL	203.7	SPRINGFIELD	221.7	MURRAYVILLE	18.0	Murrayville, IL	Springfield, IL	18.0	0.56	0.03	0.59	0.00	2.00	2.59	0.17	0.04	0.21	0.00	4.45	0.17	4.45	2120%	4.83
124	K-SPRI-03	SPRINGFIELD	SPRINGFIELD (Other)	193.4	COCKRELL	203.7	SPRINGFIELD	10.3	Cockrell, IL	Springfield, IL	10.3	0.14	0.00	0.14	0.00		0.14	0.01	0.00	0.01	0.00		0.00	0.00	0%	0.01
128	K-ESLT-02	EAST ST LOUIS TERMINAL	EAST ST LOUIS TERMINAL (Other)	285.0	EAST ST LOUIS	288.4	ST LOUIS	3.4	East St. Louis, IL	St. Louis, MO	3.4	1.00	0.00	1.00	0.00		1.00	1.84	-0.06	1.79	0.00		0.00	0.00	0%	1.78

Section	Column	Source
TPD	**Base**	Appendix T
TPD	**KCS Organic Growth**	Appendix T
TPD	**2027 No Merger**	Appendix T
TPD	**CP-KCS Merger Related Growth**	Appendix T
TPD	**CN Merger Related Growth**	MultiRail operating plan for Springfield line. This does not have any organic growth
TPD	**2027 With All Growth Sources**	Base + KCS Organic Growth + CP-KCS Merger Related Growth + CN Merger Related Growth
Tonnage	**Base**	Appendix T
Tonnage	**KCS Organic Growth**	Appendix T
Tonnage	**2027 No Merger**	Appendix T
Tonnage	**CP-KCS Merger Related Growth**	Appendix T
Tonnage	**CN Merger Related Growth**	MultiRail operating plan for Springfield line. This does not have any organic growth
Tonnage	**CN Organic Growth**	A factor of 3.77% times CN Merger Related Growth, as found in standbook: 20220222 Tonnage and Trains Per Day for OEA Submission vCopyPasteValue.xlsx
Tonnage	**CP-KCS + CN Merger Related Growth**	CP-KCS Merger Related Growth + CN Merger Related Growth
Tonnage	**Merger Related Growth Percentage**	(CP-KCS + CN Merger Related Growth)/(2027 No Merger)
Tonnage	**2027 With Merger**	Base + KCS Organic Growth + CP-KCS + CN Merger Related Growth + CN Organic Growth

Yard Location							Yard Location	Cars Processed Per Day								Previously Submitted		
Yard Name	FSAC	SCAC	State	State	Latitude	Longitude	Yard Name	Base	KCS Organic Growth	2027 No Merger	CP-KCS Merger Related Growth	CN Merger Related Growth	CN Organic Growth	CP-KCS + CN Merger Related Growth	Merger Related Growth Percentage	2027 With Merger	Base, no block swaps	Year 3, no block swaps
INTL FREIGHT GATE	00027	KCS	MO	MISSOURI	38.841	-94.5776	INTL FREIGHT GATE	98	26	124	19	105	4	125	101%	253	103	323
KANSAS CITY	04690	CPRS	MO	MISSOURI	39.1072	-94.5919	KANSAS CITY	2029	536	2565	-67	7	0	-60	-2%	2505	247	254
SLATER	53930	KCS	MO	MISSOURI	39.2228	-93.0647	SLATER	54	14	68	0	-16	-1	-16	-23%	51	32	17
MEXICO	53260	KCS	MO	MISSOURI	39.1717	-91.8914	MEXICO	8	2	10	0	0	0	0	0%	10	9	9
ROODHOUSE	12370	KCS	IL	ILLINOIS	39.4846	-90.3734	ROODHOUSE	13	4	17	1	15	1	16	95%	34	11	26
WOOD RIVER	22650	KCS	IL	ILLINOIS	38.8583	-90.1031	WOOD RIVER	1	0	1	0	0	0	0	25%	1		
MADISON	22760	KCS	IL	ILLINOIS	38.6569	-90.157	MADISON	1	0	1	0	0	0	0	0%	1	53	53
EAST ST LOUIS	22810	KCS	IL	ILLINOIS	38.632	-90.1668	EAST ST LOUIS	124	33	157	0	67	3	68	43%	227	161	255
DETINTTER_MI	55604	CN	MI	MICHIGAN	42.4644	-83.1272	DETINTTER_MI	93	0	93	0	30	1	30	32%	124	232	307

Segment												Trains Per Day								Tonnage - Gross Tons per Mile per Year (GTs)									Previous Submission				Previous Submission		
Segment Number	Code	Subdivision	Segment Name	Segment Begin MP	Segment Begin Station	Segment End MP	Segment End Station	Segment Length (Miles)	CN Considered Begin Station	CN Considered End Station	CN Considered Distance	Base	KCS Organic Growth	2027 No Merger	CP-KCS Merger Related Growth	CN Merger Related Growth	2027 With All Growth Sources	Passenger Trains Per Day	Passenger Train(s)	Base	KCS Organic Growth	2027 No Merger	CP-KCS Merger Related Growth	CN Merger Related Growth	CN Organic Growth	CP-KCS + CN Merger Related Growth	Merger Related Growth Percentage	2027 With Merger	Original Base Tons (Exhibit 14, Part A)	Organic Growth Tonnage (CP-KCS and CN combined)	All Merger Related Growth (CP-KCS, CN)	2027 With All Growth Sources	Pre-Transaction Trains Per Day	Post-Transaction Trains Per Day	Change in Trains Per Day
703-10		STLOUIS			DUQUOIN_IL		PINCKNEYV_	8.9	DUQUOIN_I	PINCKNEYV_	8.9	5.1	-	5.1	-	-	5.1	-		6,934,758	-	6,934,758	-	1,403,894	314,036	1,403,894	20%	8,652,688	6,934,758	314,036	1,403,894	8,652,688	5.1	5.1	-
703-20		STLOUIS			PINCKNEYV_IL		COULTERVI_	14.6	PINCKNEYV_	COULTERVI_	14.6	5.1	-	5.1	-	-	5.1	-		6,871,881	-	6,871,881	-	1,404,051	311,674	1,404,051	20%	8,587,606	6,871,881	311,674	1,404,051	8,587,606	5.1	5.1	-
703-30		STLOUIS			COULTERVI_IL		LENZBURG_	19.6	COULTERVI_	LENZBURG_	19.6	3.1	-	3.1	-	-	3.1	-		6,687,491	-	6,687,491	-	1,404,982	304,765	1,404,982	21%	8,397,238	6,687,491	304,765	1,404,982	8,397,238	3.1	3.1	-
703-35		STLOUIS			LENZBURG_IL		FREEBURG_	11.4	LENZBURG_	FREEBURG_	11.4	1.7	-	1.7	-	-	1.7	-		1,598,083	-	1,598,083	-	1,409,734	113,275	1,409,734	88%	3,121,092	1,598,083	113,275	1,409,734	3,121,092	1.7	1.7	-
703-40		STLOUIS			FREEBURG_IL		WILDERMAN	4.2	FREEBURG_	WILDERMAN	4.2	1.7	-	1.7	-	-	1.7	-		1,595,164	-	1,595,164	-	1,409,734	113,165	1,409,734	88%	3,118,063	1,595,164	113,165	1,409,734	3,118,063	1.7	1.7	-
703-50		STLOUIS			WILDERMAN_IL		ESTLOUIS_IL	11.4	WILDERMAN	ESTLOUIS_IL	11.4	1.7	-	1.7	-	-	1.7	-		1,581,818	-	1,581,818	-	1,409,734	112,663	1,409,734	89%	3,104,215	1,581,818	112,663	1,409,734	3,104,215	1.7	1.7	-
618-10		GILMAN			GILMAN_IL		GIBCITY_IL	29.05	GILMAN_IL	GIBCITY_IL	29.05	2.3	-	2.3	-	2.0	4.3	-		1,690,088	-	1,690,088	-	4,441,686	230,924	4,441,686	263%	6,362,698	1,690,088	230,924	4,441,686	6,362,698	2.3	4.3	2.0
618-15		GILMAN			GIBCITY_IL		CLINTON_IL	38.6	GIBCITY_IL	CLINTON_IL	38.6	2.0	-	2.0	-	2.0	4.0	-		878,508	-	878,508	-	4,441,320	200,346	4,441,320	506%	5,520,174	878,508	200,346	4,441,320	5,520,174	2.0	4.0	2.0
618-20		GILMAN			CLINTON_IL		MTPULASKI_	21.7	CLINTON_IL	MTPULASKI_	21.7	2.0	-	2.0	-	2.0	4.0	-		885,332	-	885,332	-	4,423,122	199,918	4,423,122	500%	5,508,372	885,332	199,918	4,423,122	5,508,372	2.0	4.0	2.0
618-30		GILMAN			MTPULASKI_IL		BRIJCT_IL	25	MTPULASKI_	BRIJCT_IL	25	0.3	-	0.3	-	2.0	2.3	-		259,860	-	259,860	-	4,433,372	176,749	4,433,372	1706%	4,869,981	259,860	176,749	4,433,372	4,869,981	0.3	2.3	2.0
711-60		MEMPHIS			MEMPHIS_TN		WJCT_TN	1	MEMPHIS_T	WJCT_TN	1	21.4	-	21.4	-	2.0	23.4	2.0	City of New Orle	55,507,944	-	55,507,944	-	864,443	2,123,001	864,443	2%	58,495,388	55,507,944	2,123,001	864,443	58,495,388	23.4	25.4	2.0
711-70		MEMPHIS			WJCT_TN		MEMINTTER	3.44	WJCT_TN	MEMINTTER	3.44	6.6	-	6.6	-	2.0	8.6	-	City of New Orle	8,547,200	-	8,547,200	-	775,309	351,089	775,309	9%	9,673,598	8,547,200	351,089	775,309	9,673,598	7.0	9.0	2.0
612-30		CHICAGO			HOMEWOOD_IL		STUENKEL_I	7.8	HOMEWOO	STUENKEL_I	7.8	25.6	-	25.6	-	2.0	27.6	6.0	City of New Orle	49,788,490	-	49,788,490	-	5,635,575	2,087,287	5,635,575	11%	57,511,352	49,788,490	2,087,287	5,635,575	57,511,352	29.6	31.6	2.0
612-40		CHICAGO			STUENKEL_IL		GILMAN_IL	49.55	STUENKEL_I	GILMAN_IL	49.55	23.1	-	23.1	-	2.0	25.1	6.0	City of New Orle	46,623,737	-	46,623,737	-	4,575,027	1,928,161	4,575,027	10%	53,126,925	46,623,737	1,928,161	4,575,027	53,126,925	27.1	29.1	2.0
360-1010		ELSDON			HARVEY_IL		CHIINTTER_	1.72	HARVEY_IL	CHIINTTER_	1.72	11.1	-	11.1	-	2.0	13.1	-		14,931,994	-	14,931,994	-	4,765,075	741,798	4,765,075	32%	20,438,867	14,931,994	741,798	4,765,075	20,438,867	11.1	13.1	2.0
612-25		CHICAGO			KENSINGTO_IL		HOMEWOO	10.33	KENSINGTO_	HOMEWOO	10.33	18.0	-	18.0	-	0.8	18.8	6.0	City of New Orle	28,764,384	-	28,764,384	-	2,069,705	1,161,221	2,069,705	7%	31,995,310	28,764,384	1,161,221	2,069,705	31,995,310	22.0	22.8	0.8
305-50		STRATHROY			SARNIA_ON		PTHURON_N	0.2	SARNIA_ON	PTHURON_N	0.2	14.7	-	14.7	-	-	14.7	-		23,185,028	-	23,185,028	-	862,495	905,637	862,495	4%	24,953,160	23,185,028	905,637	862,495	24,953,160	14.7	14.7	-
358-10		FLINT			BATCREEK_MI		OLIVET_MI	21.1	BATCREEK_I	OLIVET_MI	21.1	18.3	-	18.3	-	-	18.3	2.0	Bluewater	23,151,686	-	23,151,686	-	3,021,939	985,707	3,021,939	13%	27,159,332	23,151,686	985,707	3,021,939	27,159,332	26.3	26.3	-
358-20		FLINT			OLIVET_MI		POTTERVIL_	8.8	OLIVET_MI	POTTERVIL_	8.8	19.1	-	19.1	-	-	19.1	2.0	Bluewater	46,308,714	-	46,308,714	-	3,021,939	1,857,807	3,021,939	7%	51,188,460	46,308,714	1,857,807	3,021,939	51,188,460	27.1	27.1	-
358-25		FLINT			POTTERVIL_MI		LANSING_M	8.1	POTTERVIL_	LANSING_M	8.1	20.0	-	20.0	-	-	20.0	2.0	Bluewater	23,154,716	-	23,154,716	-	3,021,939	985,821	3,021,939	13%	27,162,476	23,154,716	985,821	3,021,939	27,162,476	28.0	28.0	-
358-30		FLINT			LANSING_MI		MORRICE_M	25.4	LANSING_M	MORRICE_M	25.4	19.9	-	19.9	-	-	19.9	2.0	Bluewater	22,367,683	-	22,367,683	-	3,022,304	956,195	3,022,304	14%	26,346,182	22,367,683	956,195	3,022,304	26,346,182	27.9	27.9	-
358-35		FLINT			MORRICE_MI		DURAND_M	11.1	MORRICE_M	DURAND_M	11.1	18.2	-	18.2	-	-	18.2	2.0	Bluewater	22,366,089	-	22,366,089	-	3,022,304	956,135	3,022,304	14%	26,344,528	22,366,089	956,135	3,022,304	26,344,528	26.2	26.2	-
358-40		FLINT			DURAND_MI		FLINT_MI	9.4	DURAND_M	FLINT_MI	9.4	17.0	-	17.0	-	-	17.0	2.0	Bluewater	34,482,507	-	34,482,507	-	2,099,584	1,377,693	2,099,584	6%	37,959,784	34,482,507	1,377,693	2,099,584	37,959,784	19.0	19.0	-
358-50		FLINT			FLINT_MI		DAVISON_M	10	FLINT_MI	DAVISON_M	10	12.7	-	12.7	-	-	12.7	2.0	Bluewater	32,091,139	-	32,091,139	-	859,575	1,240,934	859,575	3%	34,191,648	32,091,139	1,240,934	859,575	34,191,648	14.7	14.7	-
358-60		FLINT			DAVISON_MI		EMMETT_M	37.9	DAVISON_M	EMMETT_M	37.9	12.9	-	12.9	-	-	12.9	2.0	Bluewater	32,101,621	-	32,101,621	-	859,383	1,241,321	859,383	3%	34,202,325	32,101,621	1,241,321	859,383	34,202,325	14.9	14.9	-
358-70		FLINT			EMMETT_MI		TAPPAN_MI	14.2	EMMETT_M	TAPPAN_MI	14.2	13.0	-	13.0	-	-	13.0	2.0	Bluewater	32,089,098	-	32,089,098	-	859,314	1,240,847	859,314	3%	34,189,259	32,089,098	1,240,847	859,314	34,189,259	15.0	15.0	-
358-90		FLINT			TAPPAN_MI		PTHURON_N	1.9	TAPPAN_MI	PTHURON_N	1.9	19.0	-	19.0	-	-	19.0	2.0	Bluewater	11,894,866	-	11,894,866	-	862,286	480,438	862,286	7%	13,237,590	11,894,866	480,438	862,286	13,237,590	21.0	21.0	-
358-110		FLINT			PTHURON_MI		SARNIA_ON	0.1	PTHURON_N	SARNIA_ON	0.1	14.7	-	14.7	-	-	14.7	-		23,185,028	-	23,185,028	-	862,495	905,637	862,495	4%	24,953,160	23,185,028	905,637	862,495	24,953,160	14.7	14.7	-
359-35		SOUTH BEND			GRIFFITH_IN		SEDLEY_IN	14.3	GRIFFITH_IN	SEDLEY_IN	14.3	17.8	-	17.8	-	-	17.8	-		28,393,128	-	28,393,128	-	3,077,211	1,185,183	3,077,211	11%	32,655,522	28,393,128	1,185,183	3,077,211	32,655,522	17.8	17.8	-
359-40		SOUTH BEND			SEDLEY_IN		VALPARAIS_	6.9	SEDLEY_IN	VALPARAIS_	6.9	17.8	-	17.8	-	-	17.8	-		56,789,111	-	56,789,111	-	3,077,211	2,254,584	3,077,211	5%	62,120,906	56,789,111	2,254,584	3,077,211	62,120,906	17.8	17.8	-
359-45		SOUTH BEND			VALPARAIS_IN		STILLWELL_I	23	VALPARAIS_	STILLWELL_I	23	18.0	-	18.0	-	-	18.0	-		28,484,503	-	28,484,503	-	3,077,211	1,188,624	3,077,211	11%	32,750,338	28,484,503	1,188,624	3,077,211	32,750,338	18.0	18.0	-
359-48		SOUTH BEND			STILLWELL_IN		SBEND_IN	19	STILLWELL_I	SBEND_IN	19	19.5	-	19.5	-	-	19.5	-		28,807,477	-	28,807,477	-	3,077,211	1,200,787	3,077,211	11%	33,085,475	28,807,477	1,200,787	3,077,211	33,085,475	19.5	19.5	-
359-50		SOUTH BEND			SBEND_IN		MARCELLUS	32.1	SBEND_IN	MARCELLUS	32.1	15.7	-	15.7	-	-	15.7	-		22,925,259	-	22,925,259	-	3,076,846	979,247	3,076,846	13%	26,981,352	22,925,259	979,247	3,076,846	26,981,352	15.7	15.7	-
359-55		SOUTH BEND			CASSOPOLI_MI		SCHOOLCRA	14.6	CASSOPOLI_	SCHOOLCRA	14.6	15.7	-	15.7	-	-	15.7	-		45,815,449	-	45,815,449	-	3,076,846	1,841,299	3,076,846	7%	50,733,594	45,815,449	1,841,299	3,076,846	50,733,594	15.7	15.7	-
359-60		SOUTH BEND			SCHOOLCRA_MI		PAVILION_M	10.4	SCHOOLCRA	PAVILION_M	10.4	15.7	-	15.7	-	-	15.7	-		22,922,031	-	22,922,031	-	3,076,846	979,126	3,076,846	13%	26,978,003	22,922,031	979,126	3,076,846	26,978,003	15.7	15.7	-
359-65		SOUTH BEND			PAVILION_MI		BATCREEK_I	19.1	PAVILION_M	BATCREEK_I	19.1	18.2	-	18.2	-	-	18.2	0.5	Bluewater and \	23,450,955	-	23,450,955	-	3,093,271	999,664	3,093,271	13%	27,543,890	23,450,955	999,664	3,093,271	27,543,890	19.5	19.5	-
360-900		ELSDON			HARVEY_IL		THOJCT_IL	2	HARVEY_IL	THOJCT_IL	2	5.4	-	5.4	-	-	5.4	-		13,175,488	-	13,175,488	-	1,381,890	548,235	1,381,890	10%	15,105,613	13,175,488	548,235	1,381,890	15,105,613	5.4	5.4	-
360-1000		ELSDON			THOJCT_IL		GRIFFITH_IN	11.2	THOJCT_IL	GRIFFITH_IN	11.2	6.4	-	6.4	-	-	6.4	-		14,568,693	-	14,568,693	-	1,381,890	600,704	1,381,890	9%	16,551,287	14,568,693	600,704	1,381,890	16,551,287	6.4	6.4	-
365-10		SHORE LINE			MILJCT_MI		VINEWOOD_	1.1	MILJCT_MI	VINEWOOD_	1.1	15.0	-	15.0	-	-	15.0	6.0	Wolverine	9,385,013	-	9,385,013	-	702,625	379,904	702,625	7%	10,467,542	9,385,013	379,904	702,625	10,467,542	18.7	18.7	-
365-21		SHORE LINE			COOLIDGE_MI		ECORSE_MI	2.7	COOLIDGE_I	ECORSE_MI	2.7	9.0	-	9.0	-	-	9.0	-		20,219,540	-	20,219,540	-	702,625	787,935	702,625	3%	21,710,100	20,219,540	787,935	702,625	21,710,100	9.0	9.0	-
365-22		SHORE LINE			COOLIDGE_MI		VINEWOOD_	5.3	COOLIDGE_I	VINEWOOD_	5.3	9.0	-	9.0	-	-	9.0	-		20,219,540	-	20,219,540	-	702,625	787,935	702,625	3%	21,710,100	20,219,540	787,935	702,625	21,710,100	9.0	9.0	-
365-30		SHORE LINE			ECORSE_MI		FN_MI	5.9	ECORSE_MI	FN_MI	5.9	13.0	-	13.0	-	-	13.0	-		23,025,843	-	23,025,843	-	702,990	893,635	702,990	3%	24,622,468	23,025,843	893,635	702,990	24,622,468	13.0	13.0	-
365-40		SHORE LINE			FN_MI		WYANDOTT	10.1	FN_MI	WYANDOTT	10.1	12.5	-	12.5	-	-	12.5	-		8,483,085	-	8,483,085	-	702,990	345,950	702,990	8%	9,532,025	8,483,085	345,950	702,990	9,532,025	12.5	12.5	-
365-50		SHORE LINE			FN_MI		LANG_OH	35.3	FN_MI	LANG_OH	35.3	5.3	-	5.3	-	-	5.3	-		10,942,595	-	10,942,595	-	12,780	412,583	12,780	0%	11,367,958	10,942,595	412,583	12,780	11,367,958	5.3	5.3	-
366-3		FLAT ROCK			FLAROCK_MI		FORDHAVEN	2.3	FLAROCK_M	FORDHAVEN	2.3	13.1	-	13.1	-	-	13.1	-		12,243,247	-	12,243,247	-	374,855	475,202	374,855	3%	13,093,304	12,243,247	475,202	374,855	13,093,304	13.1	13.1	-
366-5		FLAT ROCK			FN_MI		FLAROCK_M	6.1	FN_MI	FLAROCK_M	6.1	7.4	-	7.4	-	-	7.4	-		12,354,884	-	12,354,884	-	387,265	479,873	387,265	3%	13,222,022	12,354,884	479,873	387,265	13,222,022	7.4	7.4	-
366-6		FLAT ROCK			FN_MI		FORDHAVEN	5.5	FN_MI	FORDHAVEN	5.5	1.0	-	1.0	-	-	1.0	-		2,435,280	-	2,435,280	-	302,585	103,109	302,585	12%	2,840,974	2,435,280	103,109	302,585	2,840,974	1.0	1.0	-
368-10		HOLLY			DURAND_MI		WATERFORD	28.5	DURAND_M	WATERFORD	28.5	5.0	-	5.0	-	-	5.0	-	no passenger tr	12,474,577	-	12,474,577	-	2,107,510	549,166	2,107,510	17%	15,131,253	12,474,577	549,166	2,107,510	15,131,253	11.0	11.0	-
368-15		HOLLY			WATERFORD_MI		PONTIAC_M	6.3	WATERFORD	PONTIAC_M	6.3	5.3	-	5.3	-	-	5.3	-	no passenger tr	8,866,294	-	8,866,294	-	2,107,510	413,277	2,107,510	24%	11,387,081	8,866,294	413,277	2,107,510	11,387,081	11.3	11.3	-
368-30		HOLLY			PONTIAC_MI		DETINTTER_	22.5	PONTIAC_M	DETINTTER_	22.5	15.1	-	15.1	-	-	15.1	6.0	Wolverine	9,414,530	-	9,414,530	-	2,107,145	433,910	2,107,145	22%	11,955,585	9,414,530	433,910	2,107,145	11,955,585	20.0	20.0	-
370-20		DEARBORN			FORDHAVEN_MI		WOODHAVE	0.5	FORDHAVEN	WOODHAVE	0.5	14.1	-	14.1	-	-	14.1	-		4,873,079	-	4,873,079	-	677,440	209,034	677,440	14%	5,759,553	4,873,079	209,034	677,440	5,759,553	14.1	14.1	-
429-20		RAINY			RANIER_MN		ASHLAKE_M	36.9	RANIER_MN	ASHLAKE_M	36.9	27.6	-	27.6	-	-	27.6	-		77,967,668	-	77,967,668	-	207,633	2,944,106	207,633	0%	81,119,407	77,967,668	2,944,106	207,633	81,119,407	27.6	27.6	-
429-30		RAINY			ASHLAKE_MN		ORR_MN	7.6	ASHLAKE_M	ORR_MN	7.6	27.6	-	27.6	-	-	27.6	-		77,974,337	-	77,974,337	-	207,633	2,944,357	207,633	0%	81,126,327	77,974,337	2,944,357	207,633	81,126,327	27.6	27.6	-
429-40		RAINY			ORR_MN		GLENDALE_	1.4	ORR_MN	GLENDALE_	1.4	27.6	-	27.6	-	-	27.6	-		77,974,337	-	77,974,337	-	207,633	2,944,357	207,633	0%	81,126,327	77,974,337	2,944,357	207,633	81,126,327	27.6	27.6	-
429-50		RAINY			GLENDALE_MN		HALEY_MN	10.4	GLENDALE_	HALEY_MN	10.4	27.6	-	27.6	-	-	27.6	-		78,039,710	-	78,039,710	-	207,633	2,946,819	207,633	0%	81,194,162	78,039,710	2,946,819	207,633	81,194,162	27.6	27.6	-
429-60		RAINY			HALEY_MN		VIRGINIA_M	31	HALEY_MN	VIRGINIA_M	31	27.6	-	27.6	-	-	27.6	-		78,064,807	-	78,064,807	-	207,633	2,947,764	207,633	0%	81,220,204	78,064,807	2,947,764	207,633	81,220,204	27.6	27.6	-
429-65		RAINY			VIRGINIA_MN		PEARY_MN	11.5	VIRGINIA_M	PEARY_MN	11.5	22.5	-	22.5	-	-	22.5	-		52,958,982	-	52,958,982	-	175,601	2,001,065	175,601	0%	55,135,648	52,958,982	2,001,065	175,601	55,135,648	22.5	22.5	-
429-70		RAINY			PEARY_MN		SIMAR_MN	30.6	PEARY_MN	SIMAR_MN	30.6	20.1	-	20.1	-	-	20.1	-		37,327,265	-	37,327,265	-	168,943	1,412,119	168,943	0%	38,908,327	37,327,265	1,412,119	168,943	38,908,327	20.1	20.1	-
429-73		RAINY			PEARY_MN		MELRUDE_N	10.2	PEARY_MN	MELRUDE_N	10.2	20.1	-	20.1	-	-	20.1	-		43,516,622	-	43,516,622	-	168,943	1,645,212	168,943	0%	45,330,777	43,516,622	1,645,212	168,943	45,330,777	20.1	20.1	-
612-50		CHICAGO			GILMAN_IL		DELREY_IL	6.15	GILMAN_IL	DELREY_IL	6.15	23.2	-	23.2	-	-	23.2	6.0	City of New Orle	23,417,262	-	23,417,262	-	132,495	886,891	132,495	1%	24,436,648	23,417,262	886,891	132,495	24,436,648	27.2	27.2	-
612-55		CHICAGO			DELREY_IL		LODA_IL	11	DELREY_IL	LODA_IL	11	23.2	-	23.2	-	-	23.2	6.0	City of New Orle	46,829,163	-	46,829,163	-	132,495	1,768,590	132,495	0%	48,730,248	46,829,163	1,768,590	132,495	48,730,248	27.2	27.2	-
612-60		CHICAGO			LODA_IL		LEVJCT_IL	25.3	LODA_IL	LEVJCT_IL	25.3	23.2	-	23.2	-	-	23.2	6.0	City of New Orle	47,466,529	-	47,466,529	-	132,495	1,792,594	132,495	0%	49,391,618	47,466,529	1,792,594	132,495	49,391,618	27.2	27.2	-
619-10		CHAMPAIGN			LEVJCT_IL		TOLONO_IL	13.15	LEVJCT_IL	TOLONO_IL	13.15	22.0	-	22.0	-	-	22.0	6.0	City of New Orle	47,808,236	-	47,808,236	-	133,278	1,805,492	133,278	0%	49,747,006	47,808,236	1,805,492	133,278	49,747,006	26.0	26.0	-
619-20		CHAMPAIGN			TOLONO_IL		PESOTUM_I	4.8	TOLONO_IL	PESOTUM_I	4.8	21.6	-	21.6	-	-	21.6	6.0	City of New Orle	47,817,157	-	47,817,157	-	133,590	1,805,840	133,590	0%	49,756,587	47,817,157	1,805,840	133,590	49,756,587	25.6	25.6	-
619-30		CHAMPAIGN			PESOTUM_IL		TUSCOLA_IL	7.9	PESOTUM_I	TUSCOLA_IL	7.9	21.6	-	21.6	-	-	21.6	6.0	City of New Orle	47,817,157	-	47,817,157	-	133,590	1,805,840	133,590	0%	49,756,587	47,817,157	1,805,840	133,590	49,756,587	25.6	25.6	-
619-40		CHAMPAIGN			TUSCOLA_IL		ARCOLA_IL	8.1	TUSCOLA_IL	ARCOLA_IL	8.1	22.5	-	22.5	-	-	22.5	6.0	City of New Orle	48,417,428	-	48,417,428	-	133,590	1,828,446	133,590	0%	50,379,464	48,417,428	1,828,446	133,590	50,379,464	26.5	26.5	-
619-50		CHAMPAIGN			ARCOLA_IL		HUMBOLDT_	5.7	ARCOLA_IL	HUMBOLDT_	5.7	22.5	-	22.5	-	-	22.5	6.0	City of New Orle	48,413,107	-	48,413,107	-	133,590	1,828,283	133,590	0%	50,374,980	48,413,107	1,828,283	133,590	50,374,980	26.5	26.5	-
619-60		CHAMPAIGN			HUMBOLDT_IL		DORANS_IL	3.8	HUMBOLDT_	DORANS_IL	3.8	22.5	-	22.5	-	-	22.5	6.0	City of New Orle	48,415,777	-	48,415,777	-	133,590	1,828,384	133,590	0%	50,377,751	48,415,777	1,828,384	133,590	50,377,751	26.5	26.5	-
619-70		CHAMPAIGN			DORANS_IL		MATTOON_	5	DORANS_IL	MATTOON_	5	22.5	-	22.5	-	-	22.5	6.0	City of New Orle	48,398,290	-	48,398,290	-	133,590	1,827,725	133,590	0%	50,359,605	48,398,290	1,827,725	133,590	50,359,605	26.5	26.5	-
619-80		CHAMPAIGN			MATTOON_IL		NEOGA_IL	11.9	MATTOON_	NEOGA_IL	11.9	24.9	-	24.9	-	-	24.9	6.0	City of New Orle	53,072,091	-	53,072,091	-	125,195	2,003,426	125,195	0%	55,200,712	53,072,091	2,003,426	125,195	55,200,712	28.9	28.9	-
619-90		CHAMPAIGN			NEOGA_IL		EFFINGHAM	14.9	NEOGA_IL	EFFINGHAM	14.9	26.0	-	26.0	-	-	26.0	6.0	City of New Orle	53,284,319	-	53,284,319	-	125,195	2,011,419	125,195	0%	55,420,933	53,284,319	2,011,419	125,195	55,420,933	30.0	30.0	-
619-100		CHAMPAIGN			EFFINGHAM_IL		WATSON_IL	4.6	EFFINGHAM	WATSON_IL	4.6	27.0	-	27.0	-	-	27.0	6.0	City of New Orle	55,699,103	-	55,699,103	-	488,803	2,116,054	488,803	1%	58,303,960	55,699,103	2,116,054	488,803	58,303,960	31.0	31.0	-
619-110		CHAMPAIGN			WATSON_IL		SANJCT_IL	41.7	WATSON_IL	SANJCT_IL	41.7	19.8	-	19.8	-	-	19.8	6.0	City of New Orle	34,133,107	-	34,133,107	-	467,896	1,303,084	467,896	1%	35,904,087	34,133,107	1,303,084	467,896	35,904,087	23.8	23.8	-
619-115		CHAMPAIGN			SANJCT_IL		CENTRALIA_	5.2	SANJCT_IL	CENTRALIA_	5.2	16.7	-	16.7	-	-	16.7	6.0	City of New Orle	12,379,963	-	12,379,963	-	462,455	483,649	462,455	4%	13,326,067	12,379,963	483,649	462,455	13,326,067	20.7	20.7	-
623-10		EFFINGHAM			EFFYD_IL		NEWTON_IL	23.5	EFFYD_IL	NEWTON_IL	23.5	2.4	-	2.4	-	-	2.4	-		4,485,854	-	4,485,854	-	355,553	182,329	355,553	8%	5,023,736	4,485,854	182,329	355,553	5,023,736	2.4	2.4	-
701-5		CENTRALIA			CENTRALIA_IL		IRVINGTON_	6.2	CENTRALIA_	IRVINGTON_	6.2	19.4	-	19.4	-	-	19.4	6.0	City of New Orle	28,659,013	-	28,659,013	-	2,353,729	1,167,949	2,353,729	8%	32,180,691	28,659,013	1,167,949	2,353,729	32,180,691	23.4	23.4	-
701-10		CENTRALIA			IRVINGTON_IL		RICHVIEW_I	4.7	IRVINGTON_	RICHVIEW_I	4.7	19.4	-	19.4	-	-	19.4	6.0	City of New Orle	26,956,556	-	26,956,556	-	2,353,729	1,103,834	2,353,729	9%	30,414,119	26,956,556	1,103,834	2,353,729	30,414,119	23.4	23.4	-
701-20		CENTRALIA			RICHVIEW_IL		BOIS_IL	10.5	RICHVIEW_I	BOIS_IL	10.5	19.4	-	19.4	-	-	19.4	6.0	City of New Orle	26,956,556	-	26,956,556	-	2,353,729	1,103,834	2,353,729	9%	30,414,119	26,956,556	1,103,834	2,353,729	30,414,119	23.4	23.4	-
701-30		CENTRALIA			BOIS_IL		TAMAROA_I	6	BOIS_IL	TAMAROA_I	6	19.4	-	19.4	-	-	19.4	6.0	City of New Orle	26,953,996	-	26,953,996	-	2,353,729	1,103,738	2,353,729	9%	30,411,463	26,953,996	1,103,738	2,353,729	30,411,463	23.4	23.4	-
701-40		CENTRALIA			TAMAROA_IL		DUQUOIN_I	5.7	TAMAROA_I	DUQUOIN_I	5.7	19.4	-	19.4	-	-	19.4	6.0	City of New Orle	26,956,363	-	26,956,363	-	2,353,729	1,103,827	2,353,729	9%	30,413,919	26,956,363	1,103,827	2,353,729	30,413,919	23.4	23.4	-
701-45		CENTRALIA			TAMAROA_IL		DOWELL_IL	7.8	TAMAROA_I	DOWELL_IL	7.8	18.2	-	18.2	-	-	18.2	6.0	City of New Orle	27,071,605	-	27,071,605	-	1,969,616	1,093,701	1,969,616	7%	30,134,922	27,071,605	1,093,701	1,969,616	30,134,922	22.2	22.2	-
701-50		CENTRALIA			DOWELL_IL		ELKVILLE_IL	5.1	DOWELL_IL	ELKVILLE_IL	5.1	14.7	-	14.7	-	-	14.7	6.0	City of New Orle	20,079,858	-	20,079,858	-	949,730	791,981	949,730	5%	21,821,569	20,079,858	791,981	949,730	21,821,569	18.7	18.7	-
701-60		CENTRALIA			ELKVILLE_IL		CARBONDAL	9.4	ELKVILLE_IL	CARBONDAL	9.4	14.7	-	14.7	-	-	14.7	6.0	City of New Orle	20,079,858	-	20,079,858	-	949,730	791,981	949,730	5%	21,821,569	20,079,858	791,981	949,730	21,821,569	18.7	18.7	-
701-65		CENTRALIA			DESOTO_IL		CARBONDAL	3.2	DESOTO_IL	CARBONDAL	3.2	14.7	-	14.7	-	-	14.7	6.0	City of New Orle	10,039,954	-	10,039,954	-	949,730	413,875	949,730	9%	11,403,559	10,039,954	413,875	949,730	11,403,559	18.7	18.7	-

PUBLIC VERSION

701-70	CENTRALIA	CARBONDAL_IL	COBDEN_IL	15.3	CARBONDAI	COBDEN_IL	15.3	10.7	-	10.7	-	-	10.7	2.0	City of New Orle	20,079,784	-	20,079,784	-	949,730	791,978	949,730	5%	21,821,492	20,079,784	791,978	949,730	21,821,492	12.7	12.7	-
701-80	CENTRALIA	COBDEN_IL	MOUNDS_IL	28.9	COBDEN_IL	MOUNDS_IL	28.9	10.7	-	10.7	-	-	10.7	2.0	City of New Orle	20,079,034	-	20,079,034	-	949,730	791,950	949,730	5%	21,820,714	20,079,034	791,950	949,730	21,820,714	12.7	12.7	-
701-85	CENTRALIA	MOUNDS_IL	PULASKI_IL	4	MOUNDS_IL	PULASKI_IL	4	10.7	-	10.7	-	-	10.7	2.0	City of New Orle	10,039,359	-	10,039,359	-	949,730	413,852	949,730	9%	11,402,941	10,039,359	413,852	949,730	11,402,941	12.7	12.7	-
701-90	CENTRALIA	MOUNDS_IL	CAIRO_IL	5.1	MOUNDS_IL	CAIRO_IL	5.1	12.3	-	12.3	-	-	12.3	2.0	City of New Orle	10,071,036	-	10,071,036	-	951,190	415,100	951,190	9%	11,437,326	10,071,036	415,100	951,190	11,437,326	14.3	14.3	-
708-10	CAIRO	CAIRO_IL	WICKLIFFE_I	8.36	CAIRO_IL	WICKLIFFE_I	8.36	12.3	-	12.3	-	-	12.3	2.0	City of New Orle	9,045,008	-	9,045,008	-	948,635	376,364	948,635	10%	10,370,007	9,045,008	376,364	948,635	10,370,007	14.3	14.3	-
708-20	CAIRO	WICKLIFFE_KY	BUDA_KY	33.04	WICKLIFFE_I	BUDA_KY	33.04	12.1	-	12.1	-	-	12.1	2.0	City of New Orle	17,831,421	-	17,831,421	-	949,311	707,288	949,311	5%	19,488,020	17,831,421	707,288	949,311	19,488,020	14.1	14.1	-
708-30	CAIRO	BUDA_KY	FULTON_KY	2.7	BUDA_KY	FULTON_KY	2.7	12.3	-	12.3	-	-	12.3	2.0	City of New Orle	8,926,759	-	8,926,759	-	949,365	371,938	949,365	11%	10,248,062	8,926,759	371,938	949,365	10,248,062	14.3	14.3	-
710-20	FULTON	FULTON_KY	RIVES_TN	1.5	FULTON_KY	RIVES_TN	1.5	19.3	-	19.3	-	-	19.3	2.0	City of New Orle	52,274,028	-	52,274,028	-	963,235	2,004,932	963,235	2%	55,242,195	52,274,028	2,004,932	963,235	55,242,195	21.3	21.3	-
710-30	FULTON	RIVES_TN	NEWBERN_T	21.7	RIVES_TN	NEWBERN_T	21.7	19.3	-	19.3	-	-	19.3	2.0	City of New Orle	52,205,556	-	52,205,556	-	962,870	2,002,339	962,870	2%	55,170,765	52,205,556	2,002,339	962,870	55,170,765	21.3	21.3	-
710-40	FULTON	NEWBERN_TN	CURVE_TN	24.5	NEWBERN_T	CURVE_TN	24.5	18.8	-	18.8	-	-	18.8	2.0	City of New Orle	51,809,258	-	51,809,258	-	962,870	1,987,414	962,870	2%	54,759,542	51,809,258	1,987,414	962,870	54,759,542	20.8	20.8	-
710-50	FULTON	CURVE_TN	MILLINGTO_	43.9	CURVE_TN	MILLINGTO_	43.9	18.2	-	18.2	-	-	18.2	2.0	City of New Orle	51,489,857	-	51,489,857	-	962,870	1,975,386	962,870	2%	54,428,113	51,489,857	1,975,386	962,870	54,428,113	20.2	20.2	-
710-60	FULTON	MILLINGTO_TN	WOODSTOC	6.53	MILLINGTO_	WOODSTOC	6.53	17.9	-	17.9	-	-	17.9	2.0	City of New Orle	25,706,415	-	25,706,415	-	962,870	1,004,373	962,870	4%	27,673,658	25,706,415	1,004,373	962,870	27,673,658	19.9	19.9	-
710-65	FULTON	WOODSTOCK_TN	MEMPHIS_T	20.4	WOODSTOC	MEMPHIS_T	20.4	20.1	-	20.1	-	-	20.1	2.0	City of New Orle	55,481,959	-	55,481,959	-	964,190	2,125,779	964,190	2%	58,571,928	55,481,959	2,125,779	964,190	58,571,928	22.1	22.1	-
711-80	MEMPHIS	MEMINTTER_TN	LAKEVIEW_I	6.36	MEMINTTEF	LAKEVIEW_I	6.36	2.6	-	2.6	-	-	2.6	-	City of New Orle	6,173,648	-	6,173,648	-	620,685	255,877	620,685	10%	7,050,210	6,173,648	255,877	620,685	7,050,210	3.3	3.3	-
713-50	GRENADA	CANTON_MS	JACKSON_M	25.7	CANTON_M	JACKSON_M	25.7	2.0	-	2.0	-	-	2.0	-		2,426,612	-	2,426,612	-	21,170	92,184	21,170	1%	2,539,966	2,426,612	92,184	21,170	2,539,966	2.0	2.0	-
714-10	YAZOO	JACKSON_MS	YAZCITY_MS	44.4	JACKSON_M	YAZCITY_MS	44.4	16.9	-	16.9	-	-	16.9	2.0	City of New Orle	49,011,029	-	49,011,029	-	703,895	1,872,279	703,895	1%	51,587,203	49,011,029	1,872,279	703,895	51,587,203	18.9	18.9	-
714-20	YAZOO	YAZCITY_MS	SWALAKE_M	80.9	YAZCITY_MS	SWALAKE_M	80.9	17.9	-	17.9	-	-	17.9	2.0	City of New Orle	51,139,224	-	51,139,224	-	705,370	1,952,483	705,370	1%	53,797,077	51,139,224	1,952,483	705,370	53,797,077	19.9	19.9	-
714-40	YAZOO	SWALAKE_MS	MARKS_MS	26.3	SWALAKE_M	MARKS_MS	26.3	18.4	-	18.4	-	-	18.4	2.0	City of New Orle	51,652,524	-	51,652,524	-	708,064	1,971,916	708,064	1%	54,332,504	51,652,524	1,971,916	708,064	54,332,504	20.4	20.4	-
714-50	YAZOO	MARKS_MS	BANKS_MS	41.6	MARKS_MS	BANKS_MS	41.6	17.4	-	17.4	-	-	17.4	2.0	City of New Orle	51,602,187	-	51,602,187	-	707,326	1,969,992	707,326	1%	54,279,505	51,602,187	1,969,992	707,326	54,279,505	19.4	19.4	-
714-100	YAZOO	BANKS_MS	LAKEVIEW_I	12.76	BANKS_MS	LAKEVIEW_I	12.76	17.1	-	17.1	-	-	17.1	2.0	City of New Orle	51,502,525	-	51,502,525	-	706,450	1,966,206	706,450	1%	54,175,181	51,502,525	1,966,206	706,450	54,175,181	19.1	19.1	-
714-200	YAZOO	LAKEVIEW_MS	WJCT_TN	21.2	LAKEVIEW_I	WJCT_TN	21.2	14.2	-	14.2	-	-	14.2	2.0	City of New Orle	19,652,809	-	19,652,809	-	81,518	743,201	81,518	0%	20,477,528	19,652,809	743,201	81,518	20,477,528	15.2	15.2	-
715-5	MCCOMB	JACKSON_MS	ELTON_MS	8.8	JACKSON_M	ELTON_MS	8.8	15.1	-	15.1	-	-	15.1	2.0	City of New Orle	16,886,663	-	16,886,663	-	443,475	652,658	443,475	3%	17,982,796	16,886,663	652,658	443,475	17,982,796	17.1	17.1	-
715-10	MCCOMB	ELTON_MS	CRYSPRING_	17.4	ELTON_MS	CRYSPRING_	17.4	13.3	-	13.3	-	-	13.3	2.0	City of New Orle	33,201,704	-	33,201,704	-	443,475	1,267,088	443,475	1%	34,912,267	33,201,704	1,267,088	443,475	34,912,267	15.3	15.3	-
715-20	MCCOMB	CRYSPRING_MS	WESSON_M	22	CRYSPRING_	WESSON_M	22	14.3	-	14.3	-	-	14.3	2.0	City of New Orle	33,437,002	-	33,437,002	-	443,475	1,275,949	443,475	1%	35,156,426	33,437,002	1,275,949	443,475	35,156,426	16.3	16.3	-
715-30	MCCOMB	WESSON_MS	CENJCA_MS	7.9	WESSON_M	CENJCA_MS	7.9	14.5	-	14.5	-	-	14.5	2.0	City of New Orle	16,730,113	-	16,730,113	-	443,475	646,763	443,475	3%	17,820,351	16,730,113	646,763	443,475	17,820,351	16.5	16.5	-
715-40	MCCOMB	CENJCA_MS	SUMMIT_M	24.4	CENJCA_MS	SUMMIT_M	24.4	13.1	-	13.1	-	-	13.1	2.0	City of New Orle	18,704,334	-	18,704,334	-	443,475	721,112	443,475	2%	19,868,921	18,704,334	721,112	443,475	19,868,921	15.1	15.1	-
715-50	MCCOMB	SUMMIT_MS	FERNWOOD	13.8	SUMMIT_M	FERNWOOD	13.8	13.8	-	13.8	-	-	13.8	2.0	City of New Orle	15,991,203	-	15,991,203	-	444,361	618,968	444,361	3%	17,054,532	15,991,203	618,968	444,361	17,054,532	15.8	15.8	-
715-60	MCCOMB	FERNWOOD_MS	FRENIER_LA	86.5	FERNWOOD	FRENIER_LA	86.5	11.1	-	11.1	-	-	11.1	2.0	City of New Orle	25,410,581	-	25,410,581	-	444,191	973,699	444,191	2%	26,828,471	25,410,581	973,699	444,191	26,828,471	13.1	13.1	-
715-70	MCCOMB	FRENIER_LA	ORLJCT_LA	2.2	FRENIER_LA	ORLJCT_LA	2.2	7.9	-	7.9	-	-	7.9	2.0	City of New Orle	9,507,989	-	9,507,989	-	442,745	374,748	442,745	5%	10,325,482	9,507,989	374,748	442,745	10,325,482	9.9	9.9	-
715-80	MCCOMB	ORLJCT_LA	KENNER_LA	1	ORLJCT_LA	KENNER_LA	1	8.0	-	8.0	-	-	8.0	2.0	City of New Orle	9,463,891	-	9,463,891	-	443,840	373,128	443,840	5%	10,280,859	9,463,891	373,128	443,840	10,280,859	10.0	10.0	-
715-85	MCCOMB	KENNER_LA	MAYYARD_L	2.6	KENNER_LA	MAYYARD_L	2.6	8.3	-	8.3	-	-	8.3	2.0	City of New Orle	11,199,757	-	11,199,757	-	443,840	438,501	443,840	4%	12,082,098	11,199,757	438,501	443,840	12,082,098	10.3	10.3	-
719-10	BEAUMONT	JACKSON_MS	STAR_MS	18.88	JACKSON_M	STAR_MS	18.88	3.2	-	3.2	-	-	3.2	-		9,216,933	-	9,216,933	-	85,064	350,316	85,064	1%	9,652,313	9,216,933	350,316	85,064	9,652,313	3.2	3.2	-
719-20	BEAUMONT	STAR_MS	SARATOGA_	29.5	STAR_MS	SARATOGA_	29.5	4.1	-	4.1	-	-	4.1	-		9,414,443	-	9,414,443	-	85,064	357,754	85,064	1%	9,857,261	9,414,443	357,754	85,064	9,857,261	4.1	4.1	-
719-30	BEAUMONT	SARATOGA_MS	HATTIESBU_	37.4	SARATOGA_	HATTIESBU_	37.4	5.6	-	5.6	-	-	5.6	-		8,450,185	-	8,450,185	-	85,064	321,440	85,064	1%	8,856,689	8,450,185	321,440	85,064	8,856,689	5.6	5.6	-
719-40	BEAUMONT	HATTIESBU_MS	BELJCT_AL	99.8	HATTIESBU_	BELJCT_AL	99.8	4.0	-	4.0	-	-	4.0	-		5,389,005	-	5,389,005	-	71,695	205,652	71,695	1%	5,666,352	5,389,005	205,652	71,695	5,666,352	4.0	4.0	-
719-70	BEAUMONT	BELJCT_AL	BAYSHOJCT_	2.4	BELJCT_AL	BAYSHOJCT_	2.4	2.5	-	2.5	-	-	2.5	-		4,208,936	-	4,208,936	-	70,445	161,163	70,445	2%	4,440,544	4,208,936	161,163	70,445	4,440,544	2.5	2.5	-
719-75	BEAUMONT	BAYSHOJCT_AL	MOBILE_AL	2	BAYSHOJCT_	MOBILE_AL	2	2.5	-	2.5	-	-	2.5	-		4,208,936	-	4,208,936	-	70,445	161,163	70,445	2%	4,440,544	4,208,936	161,163	70,445	4,440,544	2.5	2.5	-
724-50	BATON ROUGE	RESERVE_LA	KENNER_LA	21.2	RESERVE_LA	KENNER_LA	21.2	9.8	-	9.8	-	-	9.8	0.1	City of New Orle	23,761,976	-	23,761,976	-	19,628	895,622	19,628	0%	24,677,226	23,761,976	895,622	19,628	24,677,226	9.9	9.9	-
801-10	WAUKESHA	FORPARK_IL	ROSEMONT_	7.8	FORPARK_IL	ROSEMONT_	7.8	9.9	-	9.9	-	-	9.9	5.5	Metra North Ce	3,403,375	-	3,403,375	-	3,822	128,316	3,822	0%	3,535,513	3,403,375	128,316	3,822	3,535,513	14.8	14.8	-
801-20	WAUKESHA	ROSEMONT_IL	DESPLAINE_	4.2	ROSEMONT_	DESPLAINE_	4.2	21.1	-	21.1	-	-	21.1	14.3	Metra North Ce	4,862,085	-	4,862,085	-	4,015	183,259	4,015	0%	5,049,359	4,862,085	183,259	4,015	5,049,359	33.9	33.9	-
801-30	WAUKESHA	DESPLAINE_IL	LEITHTON_I	14.9	DESPLAINE_	LEITHTON_I	14.9	21.1	-	21.1	-	-	21.1	14.3	Metra North Ce	11,382,389	-	11,382,389	-	4,196	428,822	4,196	0%	11,815,407	11,382,389	428,822	4,196	11,815,407	33.9	33.9	-
801-40	WAUKESHA	LEITHTON_IL	MUNDELEIN	2.6	LEITHTON_I	MUNDELEIN	2.6	41.3	-	41.3	-	-	41.3	14.3	Metra North Ce	35,793,307	-	35,793,307	-	212,743	1,355,999	212,743	1%	37,362,049	35,793,307	1,355,999	212,743	37,362,049	54.2	54.2	-
801-50	WAUKESHA	MUNDELEIN_IL	GRALAKE_IL	8	MUNDELEIN	GRALAKE_IL	8	41.3	-	41.3	-	-	41.3	14.3	Metra North Ce	71,519,008	-	71,519,008	-	213,004	2,701,449	213,004	0%	74,433,461	71,519,008	2,701,449	213,004	74,433,461	54.2	54.2	-
801-60	WAUKESHA	GRALAKE_IL	LAKVILLA_IL	3.8	GRALAKE_IL	LAKVILLA_IL	3.8	41.3	-	41.3	-	-	41.3	14.3	Metra North Ce	35,756,979	-	35,756,979	-	213,004	1,354,641	213,004	1%	37,324,624	35,756,979	1,354,641	213,004	37,324,624	55.6	55.6	-
801-70	WAUKESHA	LAKVILLA_IL	DUPLAINVI_	50.3	LAKVILLA_IL	DUPLAINVI_	50.3	27.0	-	27.0	-	-	27.0	0.8	Metra North Ce	71,798,223	-	71,798,223	-	212,860	2,711,959	212,860	0%	74,723,042	71,798,223	2,711,959	212,860	74,723,042	27.7	27.7	-
801-75	WAUKESHA	DUPLAINVI_WI	SUSSEX_WI	4	DUPLAINVI_	SUSSEX_WI	4	29.6	-	29.6	-	-	29.6	-		73,017,020	-	73,017,020	-	214,203	2,757,910	214,203	0%	75,989,133	73,017,020	2,757,910	214,203	75,989,133	29.6	29.6	-
801-85	WAUKESHA	SUSSEX_WI	RUGJCT_WI	11.1	SUSSEX_WI	RUGJCT_WI	11.1	28.4	-	28.4	-	-	28.4	-		72,377,699	-	72,377,699	-	214,203	2,733,833	214,203	0%	75,325,735	72,377,699	2,733,833	214,203	75,325,735	28.4	28.4	-
801-90	WAUKESHA	RUGJCT_WI	LOMIRA_WI	25.1	RUGJCT_WI	LOMIRA_WI	25.1	27.4	-	27.4	-	-	27.4	-		72,425,765	-	72,425,765	-	213,716	2,735,625	213,716	0%	75,375,106	72,425,765	2,735,625	213,716	75,375,106	27.4	27.4	-
801-95	WAUKESHA	LOMIRA_WI	BYRON_WI	3.2	LOMIRA_WI	BYRON_WI	3.2	28.2	-	28.2	-	-	28.2	-		73,018,349	-	73,018,349	-	213,473	2,757,933	213,473	0%	75,989,755	73,018,349	2,757,933	213,473	75,989,755	28.2	28.2	-
801-100	WAUKESHA	LOMIRA_WI	FONLAC_WI	8.1	LOMIRA_WI	FONLAC_WI	8.1	28.2	-	28.2	-	-	28.2	-		36,513,154	-	36,513,154	-	213,473	1,383,136	213,473	1%	38,109,763	36,513,154	1,383,136	213,473	38,109,763	28.2	28.2	-
801-110	WAUKESHA	BYRON_WI	FONLAC_WI	2	BYRON_WI	FONLAC_WI	2	28.2	-	28.2	-	-	28.2	-		73,027,272	-	73,027,272	-	213,473	2,758,269	213,473	0%	75,999,014	73,027,272	2,758,269	213,473	75,999,014	28.2	28.2	-
805-10	NEENAH	FONLAC_WI	VANDYNE_V	4.3	FONLAC_WI	VANDYNE_V	4.3	25.2	-	25.2	-	-	25.2	-		72,428,856	-	72,428,856	-	212,378	2,735,691	212,378	0%	75,376,925	72,428,856	2,735,691	212,378	75,376,925	25.2	25.2	-
805-20	NEENAH	VANDYNE_WI	BLAWOLF_V	5.6	VANDYNE_V	BLAWOLF_V	5.6	25.2	-	25.2	-	-	25.2	-		36,214,454	-	36,214,454	-	212,378	1,371,846	212,378	1%	37,798,678	36,214,454	1,371,846	212,378	37,798,678	25.2	25.2	-
805-30	NEENAH	BLAWOLF_WI	NEENAH_W	17.6	BLAWOLF_V	NEENAH_W	17.6	26.5	-	26.5	-	-	26.5	-		72,665,418	-	72,665,418	-	212,378	2,744,600	212,378	0%	75,622,396	72,665,418	2,744,600	212,378	75,622,396	26.5	26.5	-
805-40	NEENAH	NEENAH_WI	STOCKTON_	60.9	NEENAH_W	STOCKTON_	60.9	26.2	-	26.2	-	-	26.2	-		68,471,843	-	68,471,843	-	208,415	2,586,519	208,415	0%	71,266,777	68,471,843	2,586,519	208,415	71,266,777	26.2	26.2	-
811-10	SUPERIOR	STEPT_WI	JCTCITY_WI	13	STEPT_WI	JCTCITY_WI	13	27.9	-	27.9	-	-	27.9	-		76,880,272	-	76,880,272	-	212,378	2,903,333	212,378	0%	79,995,983	76,880,272	2,903,333	212,378	79,995,983	27.9	27.9	-
811-20	SUPERIOR	JCTCITY_WI	SPENCER_W	29.4	JCTCITY_WI	SPENCER_W	29.4	26.3	-	26.3	-	-	26.3	-		75,341,473	-	75,341,473	-	210,812	2,845,322	210,812	0%	78,397,607	75,341,473	2,845,322	210,812	78,397,607	26.3	26.3	-
811-30	SUPERIOR	SPENCER_WI	OWEN_WI	19.1	SPENCER_W	OWEN_WI	19.1	26.6	-	26.6	-	-	26.6	-		74,795,608	-	74,795,608	-	210,553	2,824,755	210,553	0%	77,830,916	74,795,608	2,824,755	210,553	77,830,916	26.6	26.6	-
811-40	SUPERIOR	OWEN_WI	LADYSMITH_	44.8	OWEN_WI	LADYSMITH_	44.8	23.5	-	23.5	-	-	23.5	-		71,093,475	-	71,093,475	-	207,998	2,685,235	207,998	0%	73,986,708	71,093,475	2,685,235	207,998	73,986,708	23.5	23.5	-
811-50	SUPERIOR	LADYSMITH_WI	HAYJCT_WI	47.2	LADYSMITH_	HAYJCT_WI	47.2	24.8	-	24.8	-	-	24.8	-		71,849,813	-	71,849,813	-	207,998	2,713,719	207,998	0%	74,771,530	71,849,813	2,713,719	207,998	74,771,530	24.8	24.8	-
811-70	SUPERIOR	HAYJCT_WI	SITASCA_WI	54.4	HAYJCT_WI	SITASCA_WI	54.4	23.1	-	23.1	-	-	23.1	-		70,933,489	-	70,933,489	-	228,967	2,680,000	228,967	0%	73,842,456	70,933,489	2,680,000	228,967	73,842,456	23.1	23.1	-
811-80	SUPERIOR	SITASCA_WI	SUPERIOR_V	2.8	SITASCA_WI	SUPERIOR_V	2.8	26.4	-	26.4	-	-	26.4	-		2,931,165	-	2,931,165	-	254,675	119,980	254,675	9%	3,305,820	2,931,165	119,980	254,675	3,305,820	26.4	26.4	-
811-300	SUPERIOR	SITASCA_WI	SAUNDERS_	5.9	SITASCA_WI	SAUNDERS_	5.9	20.6	-	20.6	-	-	20.6	-		71,313,512	-	71,313,512	-	174,855	2,692,274	174,855	0%	74,180,641	71,313,512	2,692,274	174,855	74,180,641	20.6	20.6	-
811-400	SUPERIOR	SAUNDERS_WI	STEELTON_I	4.7	SAUNDERS_	STEELTON_I	4.7	28.6	-	28.6	-	-	28.6	-		74,436,607	-	74,436,607	-	207,998	2,811,139	207,998	0%	77,455,744	74,436,607	2,811,139	207,998	77,455,744	28.6	28.6	-
811-500	SUPERIOR	STEELTON_MN	NOPJCT_MN	2.2	STEELTON_I	NOPJCT_MN	2.2	28.6	-	28.6	-	-	28.6	-		79,590,575	-	79,590,575	-	207,998	3,005,239	207,998	0%	82,803,812	79,590,575	3,005,239	207,998	82,803,812	28.6	28.6	-
811-600	SUPERIOR	NOPJCT_MN	ADOLPH_MI	5.8	NOPJCT_MN	ADOLPH_MI	5.8	8.4	-	8.4	-	-	8.4	-		35,621,590	-	35,621,590	-	39,055	1,342,991	39,055	0%	37,003,636	35,621,590	1,342,991	39,055	37,003,636	8.4	8.4	-
834-100	SAUKVILLE	MILWAUKEE_WI	BRODEER_W	7.2	MILWAUKEE	BRODEER_W	7.2	0.4	-	0.4	-	-	0.4	-		95,493	-	95,493	-	313	3,608	313	0%	99,414	95,493	3,608	313	99,414	0.4	0.4	-
834-300	SAUKVILLE	BRODEER_WI	SAUKVILLE_	15	BRODEER_W	SAUKVILLE_	15	0.9	-	0.9	-	-	0.9	-		209,907	-	209,907	-	626	7,929	626	0%	218,462	209,907	7,929	626	218,462	0.9	0.9	-
845-100	MISSABE	DULUTH_MN	ADOLPH_MI	10.7	DULUTH_MI	ADOLPH_MI	10.7	17.3	-	17.3	-	-	17.3	-		19,939,476	-	19,939,476	-	48,699	752,761	48,699	0%	20,740,936	19,939,476	752,761	48,699	20,740,936	17.3	17.3	-
845-250	MISSABE	ADOLPH_MN	FAIRLANE_N	48.2	ADOLPH_MI	FAIRLANE_N	48.2	15.4	-	15.4	-	-	15.4	-		51,427,523	-	51,427,523	-	39,055	1,938,247	39,055	0%	53,404,825	51,427,523	1,938,247	39,055	53,404,825	15.4	15.4	-
845-300	MISSABE	FAIRLANE_MN	KEENAN_MI	2	FAIRLANE_N	KEENAN_MI	2	18.2	-	18.2	-	-	18.2	-		67,374,696	-	67,374,696	-	25,185	2,538,300	25,185	0%	69,938,181	67,374,696	2,538,300	25,185	69,938,181	18.2	18.2	-
845-400	MISSABE	KEENAN_MN	IROJCT_MN	2.5	KEENAN_MI	IROJCT_MN	2.5	17.6	-	17.6	-	-	17.6	-		66,866,376	-	66,866,376	-	24,820	2,519,143	24,820	0%	69,410,339	66,866,376	2,519,143	24,820	69,410,339	17.6	17.6	-
845-500	MISSABE	IROJCT_MN	WOLF_MN	2.2	IROJCT_MN	WOLF_MN	2.2	28.2	-	28.2	-	-	28.2	-		92,119,964	-	92,119,964	-	24,820	3,470,201	24,820	0%	95,614,985	92,119,964	3,470,201	24,820	95,614,985	28.2	28.2	-
845-570	MISSABE	WOLF_MN	SHEJCT_MN	2.8	WOLF_MN	SHEJCT_MN	2.8	22.5	-	22.5	-	-	22.5	-		65,628,544	-	65,628,544	-	38,690	2,473,048	38,690	0%	68,140,282	65,628,544	2,473,048	38,690	68,140,282	22.5	22.5	-
857-100	KEENAN	IROJCT_MN	HIBBING_M	16.7	IROJCT_MN	HIBBING_M	16.7	3.9	-	3.9	-	-	3.9	-		116,088	-	116,088	-	4,221	4,531	4,221	4%	124,840	116,088	4,531	4,221	124,840	3.9	3.9	-
870-300	LEITHTON	LEITHTON_IL	SPAULDING_	22.6	LEITHTON_I	SPAULDING_	22.6	18.8	-	18.8	-	-	18.8	-		61,748,064	-	61,748,064	-	208,728	2,333,312	208,728	0%	64,290,104	61,748,064	2,333,312	208,728	64,290,104	18.8	18.8	-
870-400	LEITHTON	SPAULDING_IL	MUNGER_IL	1.8	SPAULDING_	MUNGER_IL	1.8	21.0	-	21.0	-	-	21.0	-		63,101,643	-	63,101,643	-	208,728	2,384,288	208,728	0%	65,694,659	63,101,643	2,384,288	208,728	65,694,659	21.0	21.0	-
870-480	LEITHTON	MUNGER_IL	WCHICAGO_	5.8	MUNGER_IL	WCHICAGO_	5.8	22.0	-	22.0	-	-	22.0	-		63,040,413	-	63,040,413	-	208,728	2,381,982	208,728	0%	65,631,123	63,040,413	2,381,982	208,728	65,631,123	22.0	22.0	-
870-500	LEITHTON	WCHICAGO_IL	EOLA_IL	8.4	WCHICAGO_	EOLA_IL	8.4	21.5	-	21.5	-	-	21.5	-		67,043,461	-	67,043,461	-	209,632	2,532,772	209,632	0%	69,785,865	67,043,461	2,532,772	209,632	69,785,865	21.5	21.5	-
870-600	LEITHTON	EOLA_IL	RIVER_IL	11.5	EOLA_IL	RIVER_IL	11.5	24.1	-	24.1	-	-	24.1	-		77,145,394	-	77,145,394	-	213,004	2,913,341	213,004	0%	80,271,739	77,145,394	2,913,341	213,004	80,271,739	24.1	24.1	-
870-700	LEITHTON	RIVER_IL	WBRIJCT_IL	7.35	RIVER_IL	WBRIJCT_IL	7.35	28.2	-	28.2	-	-	28.2	-		79,568,875	-	79,568,875	-	228,542	3,005,195	228,542	0%	82,802,612	79,568,875	3,005,195	228,542	82,802,612	28.2	28.2	-
870-800	LEITHTON	WBRIJCT_IL	EBRIJCT_IL	0.75	WBRIJCT_IL	EBRIJCT_IL	0.75	28.2	-	28.2	-	-	28.2	-		80,150,720	-	80,150,720	-	228,542	3,027,107	228,542	0%	83,406,369	80,150,720	3,027,107	228,542	83,406,369	28.2	28.2	-
870-900	LEITHTON	WBRIJCT_IL	WROMEO_I	2.15	WBRIJCT_IL	WROMEO_I	2.15	12.1	-	12.1	-	-	12.1	-		657,529	-	657,529	-	95,988	28,378	95,988	15%	781,895	657,529	28,378	95,988	781,895	12.1	12.1	-
871-100	MATTESON	EBRIJCT_IL	JOLYARD_IL	1.7	EBRIJCT_IL	JOLYARD_IL	1.7	30.1	-	30.1	-	-	30.1	-		80,334,135	-	80,334,135	-	228,542	3,034,015	228,542	0%	83,596,692	80,334,135	3,034,015	228,542	83,596,692	30.1	30.1	-
871-200	MATTESON	JOLYARD_IL	MATTESON_	22.1	JOLYARD_IL	MATTESON_	22.1	23.3	-	23.3	-	-	23.3	-		73,648,198	-	73,648,198	-	223,991	2,782,049	223,991	0%	76,654,238	73,648,198	2,782,049	223,991	76,654,238	23.3	23.3	-
871-300	MATTESON	MATTESON_IL	CHIHEIGHT_	2.6	MATTESON_	CHIHEIGHT_	2.6	30.8	-	30.8	-	-	30.8	-		46,871,812	-	46,871,812	-	1,916,094	1,837,367	1,916,094	4%	50,625,273	46,871,812	1,837,367	1,916,094	50,625,273	30.8	30.8	-
871-400	MATTESON	CHIHEIGHT_IL	GRIFFITH_IN	9.7	CHIHEIGHT_	GRIFFITH_IN	9.7	30.8	-	30.8	-	-	30.8	-		47,260,987	-	47,260,987	-	1,916,071	1,852,023	1,916,071	4%	51,029,081	47,260,987	1,852,023	1,916,071	51,029,081	30.8	30.8	-
871-500	MATTESON	GRIFFITH_IN	IVANHOE_IN	6.4	GRIFFITH_IN	IVANHOE_IN	6.4	28.8	-	28.8	-	-	28.8	-		49,978,150	-	49,978,150	-	319,688	1,894,232	319,688	1%	52,192,070	49,978,150	1,894,232	319,688	52,192,070	28.8	28.8	-
871-600	MATTESON	IVANHOE_IN	CAVANAUGI	1.3	IVANHOE_IN	CAVANAUGI	1.3	29.0	-	29.0	-	-	29.0	-		50,548,540	-	50,548,540	-	319,688	1,915,713	319,688	1%	52,783,941	50,548,540	1,915,713	319,688	52,783,941	29.0	29.0	-
871-800	MATTESON	CAVANAUGH_IN	STOCKTON_	1.3	CAVANAUGI	STOCKTON_	1.3	28.2	-	28.2	-	-	28.2	-		50,207,002	-	50,207,002	-	317,394	1,902,764	317,394	1%	52,427,160	50,207,002	1,902,764	317,394	52,427,160	28.2	28.2	-
871-1000	MATTESON	STOCKTON_IN	KIRYARD_IN	2.1	STOCKTON_	KIRYARD_IN	2.1	35.3	-	35.3	-	-	35.3	-		53,167,073	-	53,167,073	-	324,381	2,014,504	324,381	1%	55,505,958	53,167,073	2,014,504	324,381	55,505,958	35.3	35.3	-

PUBLIC VERSION

871-1100	MATTESON	KIRYARD_IN	BUFFINGTO_	2.5	KIRYARD_IN	BUFFINGTO_	2.5	39.8	-	39.8	-	-	39.8	-	127,647,886	-	127,647,886	-	330,534	4,819,706	330,534	0%	132,798,126	127,647,886	4,819,706	330,534	132,798,126	39.8	39.8	-
873-100	LAKEFRONT	KIRYARD_IN	BUFFINGTO_	1	KIRYARD_IN	BUFFINGTO_	1	39.8	-	39.8	-	-	39.8	-	127,647,886	-	127,647,886	-	330,534	4,819,706	330,534	0%	132,798,126	127,647,886	4,819,706	330,534	132,798,126	39.8	39.8	-
873-200	LAKEFRONT	BUFFINGTO_IN	STOCKTON_	1.6	BUFFINGTO	STOCKTON_	1.6	4.5	-	4.5	-	-	4.5	-	1,037,400	-	1,037,400	-	6,153	39,301	6,153	1%	1,082,854	1,037,400	39,301	6,153	1,082,854	4.5	4.5	-
873-300	LAKEFRONT	BUFFINGTO_IN	INDHARBOR	2.6	BUFFINGTO	INDHARBOR	2.6	4.5	-	4.5	-	-	4.5	-	1,581,331	-	1,581,331	-	6,153	59,785	6,153	0%	1,647,269	1,581,331	59,785	6,153	1,647,269	4.5	4.5	-
873-400	LAKEFRONT	INDHARBOR_IN	HAMLAKFRC	4.5	INDHARBOR	HAMLAKFRC	4.5	4.3	-	4.3	-	-	4.3	-	940,970	-	940,970	-	6,153	35,669	6,153	1%	982,792	940,970	35,669	6,153	982,792	4.3	4.3	-
873-500	LAKEFRONT	HAMLAKFRO_IN	SCHICAGO_I	1.9	HAMLAKFRC	SCHICAGO_I	1.9	4.3	-	4.3	-	-	4.3	-	946,728	-	946,728	-	6,153	35,886	6,153	1%	988,767	946,728	35,886	6,153	988,767	4.3	4.3	-

EXHIBIT I.1

Revised Transaction-Related Train Increases Map

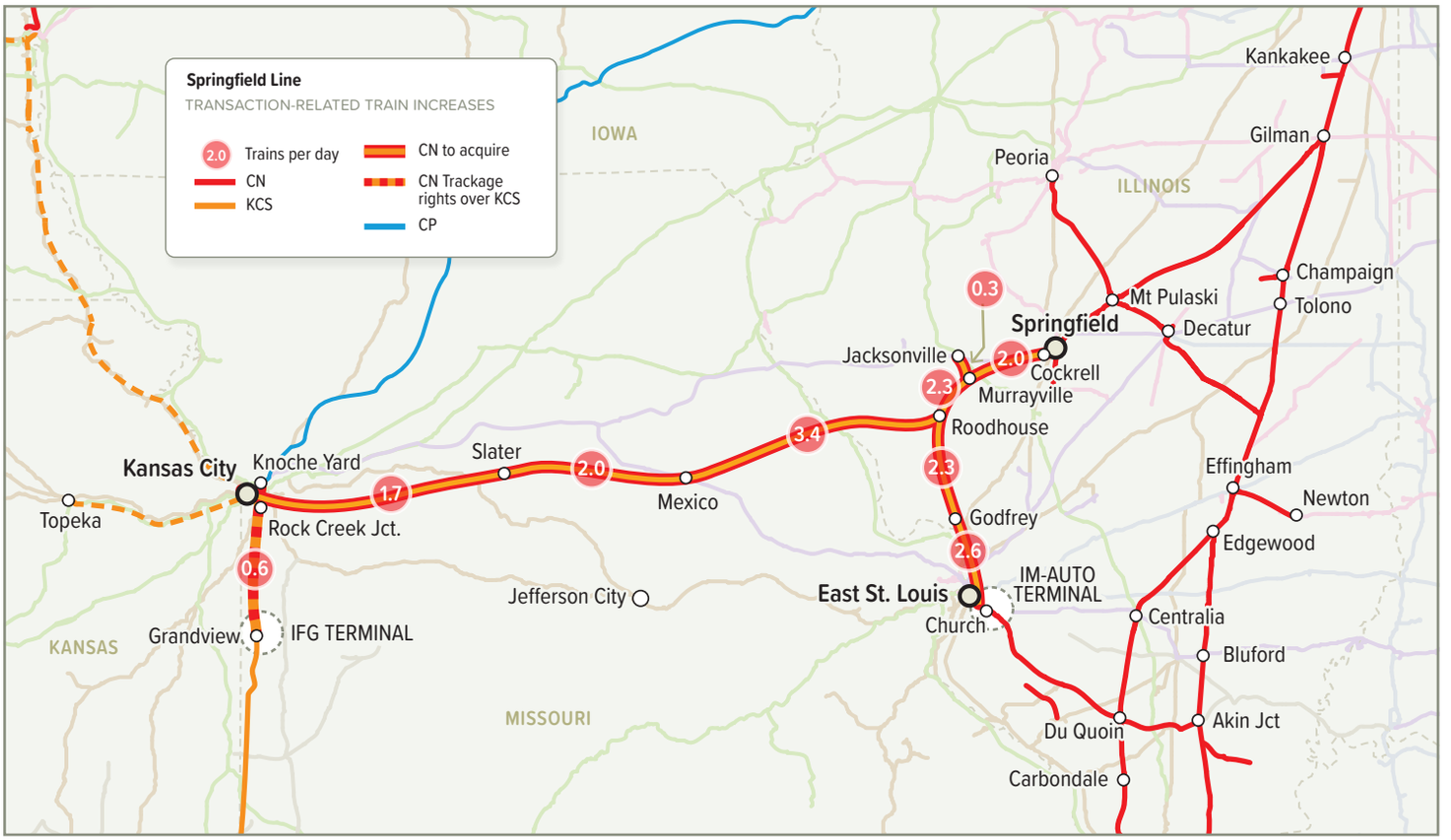

Springfield Line
TRANSACTION-RELATED TRAIN INCREASES
2.0 Trains per day
CN
KCS
CN to acquire
CN Trackage rights over KCS
CP
IOWA
ILLINOIS
KANSAS
MISSOURI
Kankakee
Gilman
Peoria
Champaign
Tolono
Mt Pulaski
Springfield
Decatur
Jacksonville
Cockrell
Murrayville
Roodhouse
Godfrey
Effingham
Newton
Edgewood
IM-AUTO TERMINAL
East St. Louis
Church
Centralia
Bluford
Du Quoin
Akin Jct
Carbondale
Kansas City
Knoche Yard
Rock Creek Jct.
Topeka
Grandview
IFG TERMINAL
Slater
Mexico
Jefferson City
0.3
2.0
2.3
3.4
2.3
2.6
1.7
2.0
0.6

Exhibit 8

Change in Ownership or Control

CHANGE IN CONTROL – EXHIBIT 8

TABLE 8.1
APPLICANT CARRIER INFORMATION

APPLICANT ILLINOIS CENTRAL RAILROAD COMPANY		
Ownership	100% by Illinois Central Corporation	
Principal Officers	**Name**	**Title**
	Tracy Robinson	President and Chief Executive Officer
	Sean Finn	Executive Vice-President, Corporate Services and Chief Legal Officer
	Ghislain Houle	Executive Vice-President and Chief Financial Officer
	Brenda L. Gunn	Senior Manager, Risk Mitigation
	Paul Westman	Director, Taxation US
	John B. Furlan	Counsel
	Derek M. Taylor	Vice-President, Eastern Region

WATERLOO RAILWAY COMPANY		
Ownership	100% by Illinois Central Railroad Company	
Principal Officers	**Name**	**Title**
	Tracy Robinson	President and Chief Executive Officer
	Sean Finn	Executive Vice-President, Corporate Services and Chief Legal Officer
	Ghislain Houle	Executive Vice-President and Chief Financial Officer
	Brenda L. Gunn	Senior Manager, Risk Mitigation
	Paul Westman	Director, Taxation US
	John B. Furlan	Counsel
	Derek M. Taylor	Vice-President, Eastern Region

CHICAGO, CENTRAL & PACIFIC RAILROAD COMPANY		
Ownership	100% by Illinois Central Corporation	
Principal Officers	**Name**	**Title**
	Tracy Robinson	President and Chief Executive Officer
	Sean Finn	Executive Vice-President, Corporate Services and Chief Legal Officer
	Brenda L. Gunn	Senior Manager, Risk Mitigation
	Paul Westman	Director, Taxation US
	John B. Furlan	Counsel
	Derek M. Taylor	Vice-President, Eastern Region
	Bernd Beyer	Vice-President and Treasurer

CEDAR RIVER RAILROAD COMPANY		
Ownership	100% by Illinois Central Corporation	
Principal Officers	**Name**	**Title**
	Tracy Robinson Sean	President and Chief Executive Officer
	Finn	Executive Vice-President, Corporate Services and Chief Legal Officer
	Ghislain Houle	Executive Vice-President and Chief Financial Officer
	Salvatore Forgione	Vice-President
	Brenda L. Gunn	Senior Manager, Risk Mitigation
	Paul Westman	Director, Taxation US
	John B. Furlan	Counsel
	Derek M. Taylor	Vice-President, Eastern Region

GRAND TRUNK WESTERN RAILROAD COMPANY		
Ownership	100% by Grand Trunk Corporation	
Principal Officers	**Name**	**Title**
	Tracy Robinson	President and Chief Executive Officer
	Ghislain Houle	Executive Vice-President and Chief Financial Officer and Treasurer
	Brenda L. Gunn	Senior Manager, Risk Mitigation
	Paul Westman	Director, Taxation US
	John B. Furlan	Counsel
	Derek M. Taylor	Vice-President, Eastern Region
	Sean Finn	Executive Vice-President, Corporate Services and Chief Legal Officer & Secretary

BESSEMER AND LAKE ERIE RAILROAD COMPANY		
Ownership	100% by Grand Trunk Corporation	
Principal Officers	**Name**	**Title**
	Tracy Robinson	President and Chief Executive Officer
	Sean Finn	Executive Vice-President, Corporate Services and Chief Legal Officer & Secretary
	Ghislain Houle	Executive Vice-President and Chief Financial Officer and Treasurer
	Brenda L. Gunn	Senior Manager, Risk Mitigation
	Paul Westman	Director, Taxation US
	John B. Furlan	Counsel
	Derek M. Taylor	Vice-President, Eastern Region

THE PITTSBURGH AND CONNEAUT DOCK COMPANY		
Ownership	100% by Grand Trunk Corporation	
Principal Officers	**Name**	**Title**
	Tracy Robinson	President and Chief Executive Officer
	Sean Finn	Executive Vice-President, Corporate Services and Chief Legal Officer & Secretary
	Brenda L. Gunn	Senior Manager, Risk Mitigation
	John B. Furlan	Counsel
	Paul Westman	Director, Taxation US
	Derek M. Taylor	Vice-President, Eastern Region
	Bernd Beyer	Vice-President and Treasurer

WISCONSIN CENTRAL LTD.		
Ownership	100% by Grand Trunk Corporation	
Principal Officers	**Name**	**Title**
	Tracy Robinson	President and Chief Executive Officer
	Sean Finn	Executive Vice-President, Corporate Services and Chief Legal Officer & Secretary
	Ghislain Houle	Executive Vice-President and Chief Financial Officer and Treasurer
	Paul Westman	Director, Taxation US
	John B. Furlan	Counsel
	Brenda L. Gunn	Senior Manager, Risk Mitigation
	Derek M. Taylor	Vice-President, Eastern Region

SAULT STE. MARIE BRIDGE COMPANY		
Ownership	100% by Wisconsin Central Ltd.	
Principal Officers	**Name**	**Title**
	Tracy Robinson	President and Chief Executive Officer
	Sean Finn	Executive Vice-President, Corporate Services and Chief Legal Officer & Secretary
	Brenda L. Gunn	Senior Manager, Risk Mitigation
	Paul Westman	Director, Taxation US
	John B. Furlan	Counsel
	Derek M. Taylor	Vice-President, Eastern Region
	Bernd Beyer	Vice-President and Treasurer

WISCONSIN CHICAGO LINK LTD.		
Ownership	100% by Wisconsin Central Ltd.	
Principal Officers	**Name**	**Title**
	Tracy Robinson	President and Chief Executive Officer
	Sean Finn	Executive Vice-President, Corporate Services and Chief Legal Officer & Secretary
	Brenda L. Gunn	Senior Manager, Risk Mitigation
	John B. Furlan	Counsel
	Paul Westman	Director, Taxation US
	Derek M. Taylor	Vice-President, Eastern Region
	Bernd Beyer	Vice-President and Treasurer

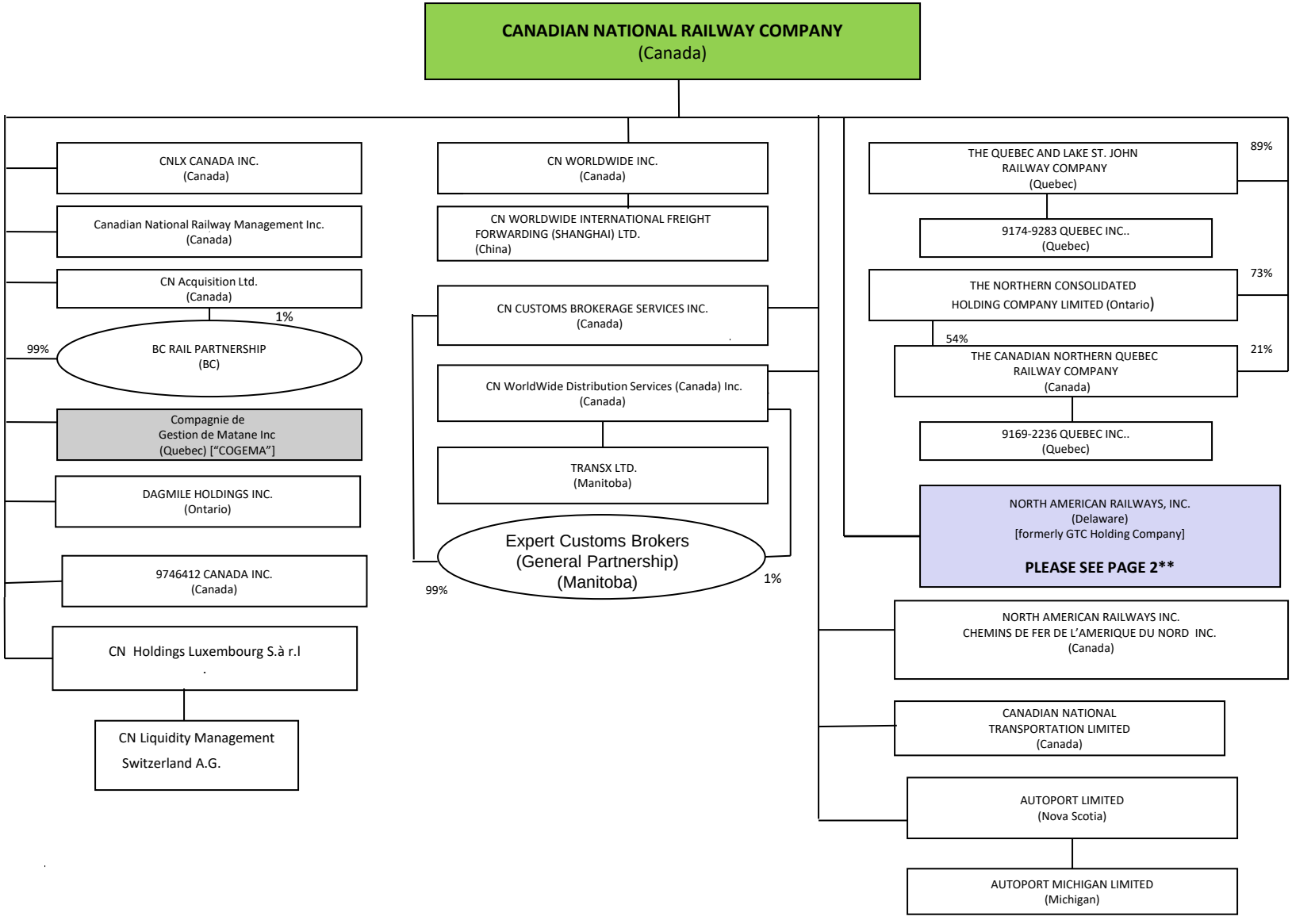
CANADIAN NATIONAL RAILWAY COMPANY		
Ownership	Public	
Principal Officers	**Name**	**Title**
	Tracy Robinson	President and Chief Executive Officer
	Sean Finn	Executive Vice-President, Corporate Services and Chief Legal Officer
	Ghislain Houle	Executive Vice-President and Chief Financial Officer
	Dominique Malenfant	Executive Vice-President and Chief Information and Technology Officer
	Rob Reilly	Executive Vice-President and Chief Operating Officer
	James Cairns	Senior Vice-President, Rail Centric Supply Chain
	Dorothea Klein	Senior Vice-President and Chief Human Resources Officer
	Doug Macdonald	Senior Vice-President, Office of the President and CEO, Special Projects
	Helen Quirke	Senior Vice-President and Chief Strategy Officer
	Keith Reardon	Senior Vice-President, Consumer Product Supply Chain

Exhibit 11

Corporate Chart

PUBLIC VERSION

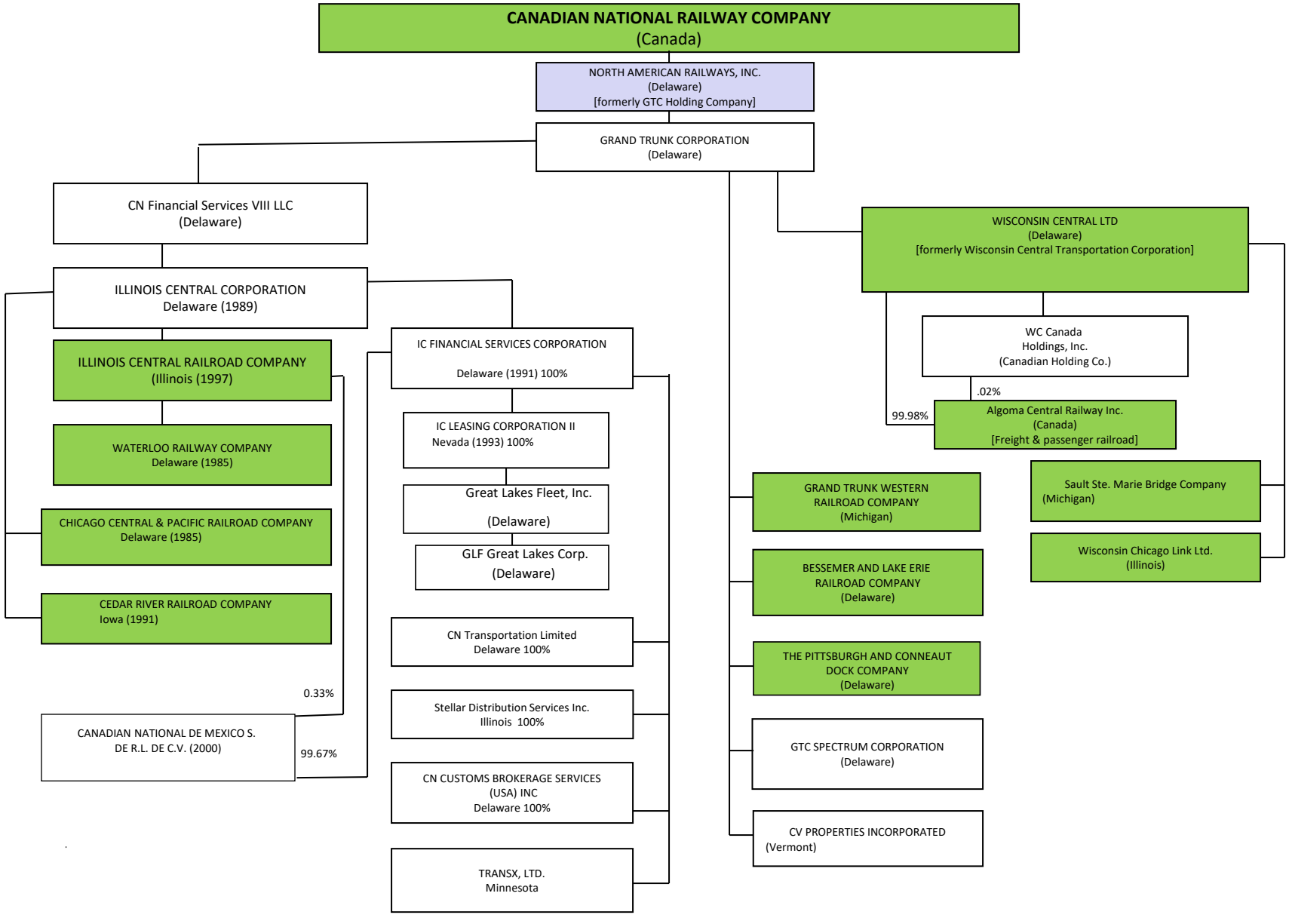
CORPORATE STRUCTURE



OPERATING RAILROADS SHADED GREEN

PUBLIC VERSION

CORPORATE STRUCTURE



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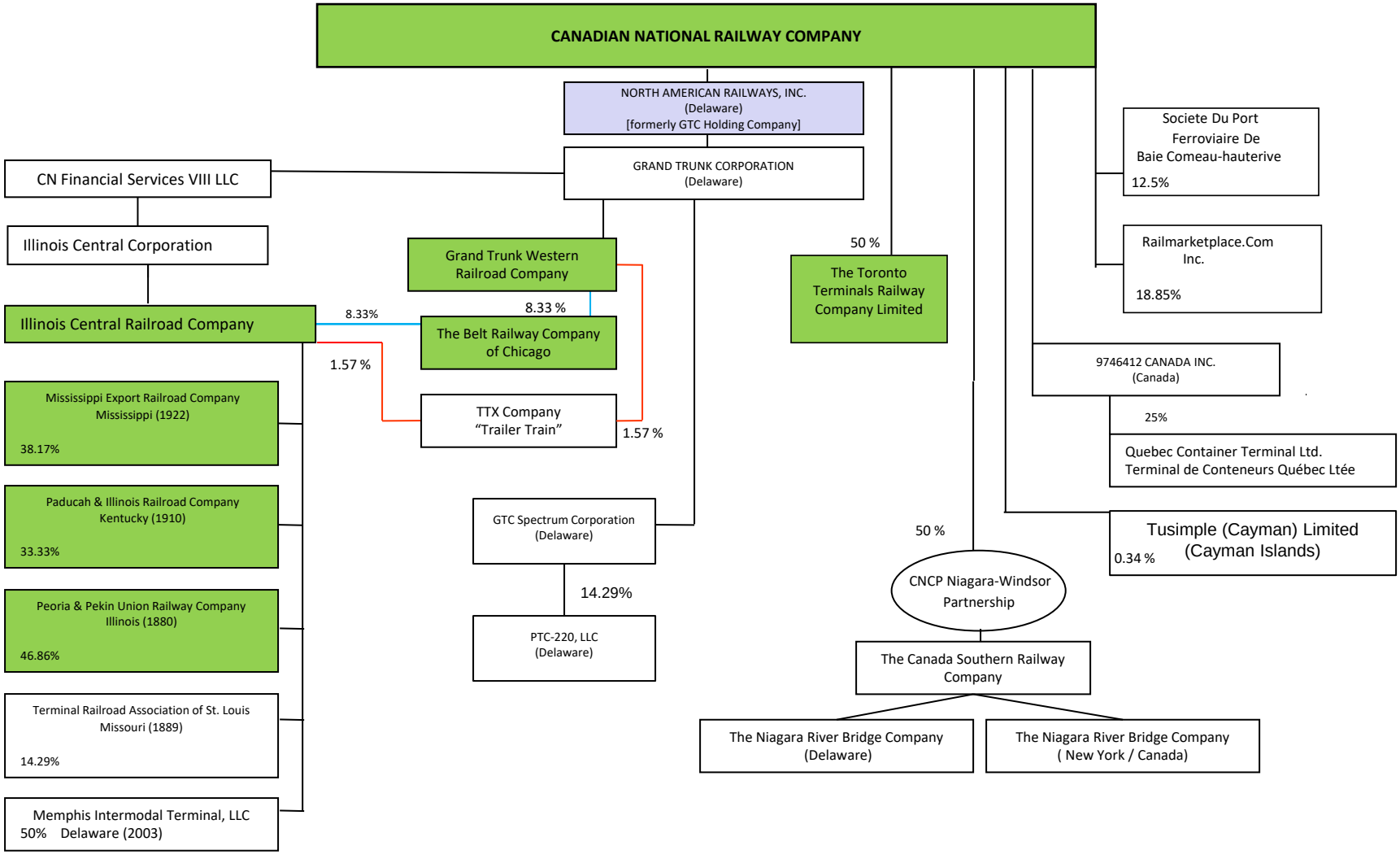
INVESTMENTS



Non-Affiliated Carrier Ownership Interests
[49 C.F.R. § 1180.6(b)(8)]

Minority rail holdings:

Mississippi Export Railroad Company
- 38.17% held by Illinois Central Railroad Company

Paducah & Illinois Railroad Company
- 33.33% held by Illinois Central Railroad Company

Peoria & Pekin Union Railway Company
- 46.86% held by Illinois Central Railroad Company

The Belt Railway Company of Chicago
- 8.33% held by Illinois Central Railroad Company
- 8.33% held by Grand Trunk Western Railroad Company

Terminal Railroad Association of St. Louis
- 14.29% held by Illinois Central Railroad Company

OFFICER/DIRECTOR OVERLAPS BETWEEN CN CORPORATE FAMILY AND OTHER RAILROAD CORPORATE FAMILIES

TABLE 11.1

THE BELT RAILWAY COMPANY OF CHICAGO
(16.67% BNSF/16.67% IC & GTW/8.33% SOO(CP)/25% CSX/25% NS/8.33% UP)

Name	Title	Other Corporate Family
Rance Randle	Director	IC (CN) Representative
Derek Taylor	Director	GTW (CN) Representative
J. Jenkins	Director	BNSF Representative
J. Gabriel	Director	BNSF Representative
William Albright	Director	CSX Representative
R.A. Holtz	Director	CSX Representative
Greg Jaggernauth	Director	CSX Representative
John Friedmann	Director	NS Representative
Randall Hunt	Director	NS Representative
Jason Zampi	Director	NS Representative
J.W. Turner	Director	UP Representative
Tracy Miller	Director	CP Representative

TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS
(42.84% UP/14.29% BNSF/14.29% CSX/14.29% IC (CN)/14.29% NS)

Name	Title	Other Corporate Family
Michael Matteucci	Director	IC (CN) Representative
Edward Boyle	Director	NS Representative
Paul Duncan	Director	BNSF Representative
Greg Jaggernauth	Director	CSX Representative
Shane Keller	Director	UP Representative
Tanya Spratt	Director	UP Representative
John Turner	Director	UP Representative
Michael A. McCarthy	President	TRRA Employee
Asim Raza	Secretary	TRRA Employee
Brent R. Wood	Treasurer	TRRA Employee

PEORIA & PEKIN UNION RAILWAY COMPANY
(46.86% IC (CN)/40.64% NS/12.5% UP)

Name	Title	Other Corporate Family
William Albritton, Jr.	Director	IC (CN) Representative
James Anders	Director	IC (CN) Representative
Michael Matteucci	Director	IC (CN) Representative
Stacy Holleran	Director	NS Representative
Randall W. Hunt	Director	NS Representative
Tanya Spratt	Director	UP Represntative

PADUCAH & ILLINOIS RAILROAD COMPANY
(33.33% IC (CN)/33.33% BNSF/33.33% PADUCAH & LOUISVILLE RAILWAY, INC.)

Name	Title	Other Corporate Family
Michael Matteucci	Director	IC (CN) Representative
Derek Taylor	Director	IC (CN) Representative
Sarah W. Bailiff	Director	BNSF Representative
Thomas A. Greene	Director	PAL Representative
Jason Jenkins	Director	BNSF Representative
Tim Wyatt	Director	PAL Representative

TTX COMPANY
(0.6% KCS/ 0.6% B&M/ PAN AM/0.6% FERROCARRIL MEXICANO SA DE CV ("FXE")/
1.6% SOO LINE (CP)/3.1% CN/17.3% BNSF/19.7% CSX/19.7% NS/36.8% UP)

Name	Title	Other Corporate Family
Robert Reilly	Director	CN Representative
David Fink	Director	B&M/ Pan Am Representative
Keith Creel	Director	CP Representative
Jaime Boychuk	Director	CSX Representative
Isaac Franklin	Director	FXE Representative
Michael J. Naatz	Director	KCS Representative
Alan Shaw	Director	NS Representative
Jennifer Hamann	Director	UP Representative

PTC-220, LLC
(EQUAL 1/7TH OWNERSHIP BY EACH OF BNSF/CN/CP/CSX/KCS/NS/UP)

Name	Title	Other Corporate Family
Catalin Miu	Voting Member	CN Representative
Paul Sztanko	Voting Member	CP Representative
Miles Francis	Voting Member	BNSF Representative
Sunny Bajaj	Voting Member	BNSF Representative
Kevin Stokes	Voting Member	CSX Representative
Joel Pangborn IV	Voting Member	CSX Representative
Tom Schnautz	Voting Member	NS Representative
Danny Hall	Voting Member	KCS Representative
Tom Burns	Voting Member & Chair	KCS Representative
Thomas Vaiskunas	Voting Member	UP Representative
Blake Loper	Voting Member	UP Representative

RAILMARKETPLANE.COM INC.
(EQUAL OWNERSHIP AMONGST BNSF/CN/CP/CSX/NS/UP)

Name	Title	Other Corporate Family
Paul Harridine	Director	CN Representative
Andrew Ruiz	Director	BNSF Representative
Rhea Adama	Director, Chair President	CP Representative
Evan Bell	Director	CSX Representative
Anna Webster	Vice President & Secretary	CSX Representative
Jacqueline Gray	Director	NS Representative
Clark Ponthier	Director	UP Representative

THE TORONTO TERMINALS RAILWAY COMPANY LIMITED
(50% CN/50% CP)

Name	Title	Other Corporate Family
Doug Ryhorchuk	Director Vice-President	CN Representative
James Thompson	Director	CN Representative
Greg Squires	Director	CP Representative
Ben Serena	Director, Chair President	CP Representative

CNCP NIAGARA-WINDSOR PARTNERSHIP
(50% CN/50% CP OWNERSHIP)

Name	Title	Other Corporate Family
Sean Finn	Director, Secretary & Treasurer	CN Representative
Ghislain Houle	Director	CN Representative
Derek Taylor	Director Vice-President	CN Representative
Salvatore Forgione	Vice-President & Corporate Controller	CN Representative
Ben Serena	Director	CP Representative
Adolph Gameiro	Director and Chairman President	CP Representative
Johane Lemay	Director General Manager	CP Representative

THE CANADA SOUTHERN RAILWAY COMPANY
(50% CN/50% CP)

Name	Title	Other Corporate Family
Sean Finn	Director Chief Legal Officer & Secretary	CN Representative
Ghislain Houle	Director	CN Representative
Derek Taylor	Director Vice-President	CN Representative
Clarke Trolley	Joint Manager	CN Representative
Marnie Dawson	Comptroller	CP Representative
Ben Serena	Director	CP Representative
Adolph Gameiro	Director President	CP Representative
Johane Lemay	Director Joint Manager	CP Representative

THE NIAGARA RIVER BRIDGE COMPANY
(ULTIMATE 50% CN/50% CP OWNERSHIP)

Name	Title	Other Corporate Family
Sean Finn	Director Secretary-Treasurer	CN Representative
Ghislain Houle	Director	CN Representative
Derek Taylor	Director Vice-President	CN Representative
Marnie Dawson	Comptroller	CP Representative
Ben Serena	Director	CP Representative
Adolph Gameiro	Director President	CP Representative
Johane Lemay	Director	CP Representative

THE NIAGARA RIVER BRIDGE COMPANY LIMITED
(ULTIMATE 50% CN/50% CP OWNERSHIP)

Name	Title	Other Corporate Family
Sean Finn	Director Secretary	CN Representative
Ghislain Houle	Director	CN Representative
Derek Taylor	Director President	CN Representative
Clarke Trolley	Joint Manager	CN Representative
Marnie Dawson	Comptroller	CP Representative
Ben Serena	Director	CP Representative
Adolph Gameiro	Director Vice-President	CP Representative
Johane Lemay	Director Joint Manager	CP Representative

CORPORATE CHART – EXHIBIT 11

TABLE 11.2
AFFILIATE CARRIER STATUS

Company	Carrier?	Mode	Certificate / Docket Number
9169-2236 QUEBEC INC.	No	N/A	N/A
9174-9283 QUEBEC INC.	No	N/A	N/A
9746412 CANADA INC.	No	N/A	N/A
Algoma Central Railway Inc.	Yes	Rail (Canada)	N/A
Autoport Limited	No	N/A	N/A
Autoport Michigan Limited	No	N/A	N/A
BC Rail Partnership	Yes	Rail (Canada)	N/A
Belt Railway Company of Chicago, The	Yes	Rail	N/A
Bessemer and Lake Erie Railroad Company	Yes	Rail	N/A
Canada Southern Railway Company, The	No	N/A	N/A
Canadian National de Mexico S. de R.L. de C.V.	No	N/A	N/A
Canadian National Railway Company	Yes	Rail	N/A
Canadian National Railway Management Inc.	No	N/A	N/A
Canadian National Transportation Limited	Yes	Motor	N/A
Canadian Northern Quebec Railway Company, The	No	N/A	N/A
Cedar River Railroad Company	Yes	Rail	FD 31958
Chicago, Central & Pacific Railroad Company	Yes	Rail	FD 30663
CN Acquisition Ltd.	No	N/A	N/A
CN Customs Brokerage Services (USA) Inc	No	N/A	N/A
CN Customs Brokerage Services Inc.	No	N/A	N/A
CN Financial Services VIII LLC	No	N/A	N/A
CN Holdings Luxembourg S.àr.l	No	N/A	N/A
CN Liquidity Management Switzerland A.G.	No	N/A	N/A
CN Transportation Limited	Yes	Motor	N/A
CN WorldWide Distribution Services (Canada) Inc.	No	N/A	N/A
CN Worldwide Inc.	No	N/A	N/A
CN Worldwide International Freight Forwarding (Shanghai) Ltd.	No	N/A	N/A
CNCP Niagara-Windsor Partnership	No	N/A	N/A
CNLX Canada Inc.	No	N/A	N/A
Compagniede Gestion de Matane Inc	No	N/A	N/A
CV Properties Incorporated	No	N/A	N/A
Dagmile Holdings Inc.	No	N/A	N/A
Expert Customs Brokers	No	N/A	N/A

Company	Carrier?	Mode	Certificate / Docket Number
GLF Great Lakes Corp.	No	N/A	N/A
Grand Trunk Corporation	No	N/A	N/A
Grand Trunk Western Railroad Company	Yes	Rail	FD 32116
Great Lakes Fleet, Inc.	Yes	Water	N/A
GTC Spectrum Corporation	No	N/A	N/A
IC Financial Services Corporation	No	N/A	N/A
IC Leasing Corporation II	No	N/A	N/A
Illinois Central Corporation	No	N/A	N/A
Illinois Central Railroad Company	Yes	Rail	FD 33383
Memphis Intermodal Terminal, LLC	No	N/A	N/A
Mississippi Export Railroad Company	Yes	Rail	N/A
Niagara River Bridge Company, The	No	N/A	N/A
Northern Consolidated Holding Company Limited, The	No	N/A	N/A
North American Railways Inc. (Chemins de fer de L'amerique du Nord Inc.)	No	N/A	N/A
North American Railways, Inc.	No	N/A	N/A
Paducah & Illinois Railroad Company	Yes	Rail	N/A
Peoria & Pekin Union Railway Company	Yes	Rail	N/A
Pittsburgh & Conneaut Dock Company, The	Yes	Rail	N/A
PTC-220, LLC	No	N/A	N/A
Quebec and Lake St. John Railway Company, The	No	N/A	N/A
Quebec Container Terminal Ltd. Terminal de Conteneurs Québec Ltée	No	N/A	N/A
Railmarketplace.com Inc.	No	N/A	N/A
Sault Ste. Marie Bridge Company	Yes	Rail	N/A
Societe du Port Ferroviaire de Baie Comeau-Hauterive	No	N/A	N/A
Stellar Distribution Services Inc.	No	N/A	N/A
Terminal Railroad Association of St. Louis	Yes	Rail	N/A
Toronto Terminals Railway Company Limited, The	Yes	Rail (Canada)	N/A
TRANSX Ltd.	No	N/A	N/A
TTX Company	No	N/A	N/A
Tusimple (Cayman) Limited	No	N/A	N/A
Waterloo Railway Company	Yes	Rail	FD 30176
WC Canada Holdings, Inc.	No	N/A	N/A
Wisconsin Central Ltd.	Yes	Rail	FD 31102
Wisconsin Chicago Link Ltd.	Yes	Rail	FD 33825

Exhibit 12

Market Analyses

Exhibit 12A

Verified Statement of David Hunt

BEFORE THE
SURFACE TRANSPORTATION BOARD

STB FINANCE DOCKET NO. 36500 (SUB-NO. 1)

ILLINOIS CENTRAL RAILROAD COMPANY – ACQUISITION OF A LINE OF RAILROAD BETWEEN KANSAS CITY, MO, AND SPRINGFIELD AND EAST ST. LOUIS, IL – KANSAS CITY SOUTHERN RAILWAY COMPANY

STB FINANCE DOCKET NO. 36500 (SUB-NO. 2)

ILLINOIS CENTRAL RAILROAD COMPANY – TRACKAGE RIGHTS BETWEEN AIRLINE JUNCTION, MO, AND GRANDVIEW, MO – KANSAS CITY SOUTHERN RAILWAY COMPANY

STB FINANCE DOCKET NO. 36500 (SUB-NO. 3)

CANADIAN NATIONAL RAILWAY COMPANY AND ILLINOIS CENTRAL RAILROAD COMPANY – CONTROL – GATEWAY EASTERN RAILWAY COMPANY

STB FINANCE DOCKET NO. 36500 (SUB-NO. 4)

ILLINOIS CENTRAL RAILROAD COMPANY – ASSIGNMENT OF KCS TRACKAGE RIGHTS BETWEEN ROCK CREEK JUNCTION, MO, AND AIRLINE JUNCTION, MO – UNION PACIFIC RAILROAD COMPANY

Verified Statement of David T. Hunt
in Support of Springfield Line Divestiture to CN

February 28, 2022

PUBLIC VERSION

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1. Qualifications

My name is David T. Hunt. I am a Vice President with Oliver Wyman, a global general management consulting firm with more than 60 offices in 31 countries. My office address is 1 University Square, Suite 100, Princeton, NJ 08540.

Oliver Wyman is a leading general management consulting firm. We maintain one of the largest practices in the world dedicated to the transportation and logistics sectors. Oliver Wyman's transportation clients include national and regional governments on six continents, as well as many of the world's largest users of rail services, railroads, motor carriers, leasing companies, and industrial and consumer manufacturing firms.

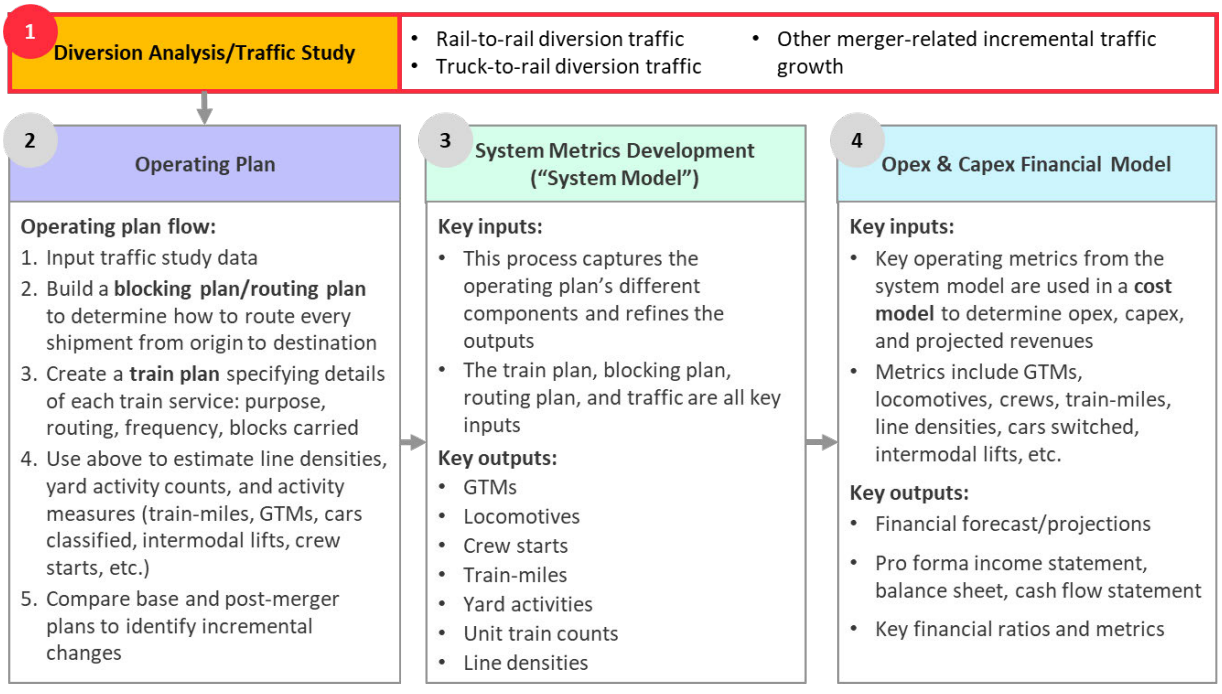
I have been a consultant in the transportation sector for more than 35 years. I joined Oliver Wyman in 2008, specializing in strategic planning, regulatory issues, and operations for freight railroads and other freight transportation providers. Prior to joining Oliver Wyman, I was a consultant at Cambridge Systematics, Wilbur Smith Associates, and ALK Associates. While at ALK from 1983 through 2000, I provided services to clients in connection with all the Class I railroad mergers that occurred during that time period. I also was responsible for the annual calibration of and updates to ALK's Advanced Traffic Diversion Model that was used in ICC and STB merger proceedings. I hold a Bachelor's degree in civil engineering from West Virginia University and a Master's degree in civil engineering and operations research from Princeton University. My resume is included in Appendix A.

2. Assignment and Summary of Findings

I have been asked to assess the traffic that CN could expect to divert from trucking companies and other railroads if it acquires the Springfield Line of the Kansas City Southern Railway (KCS) and makes certain investments in intermodal and automotive terminals at Kansas City and East St. Louis. The Springfield Line connects Springfield, IL with Kansas City, MO and East St. Louis, IL. By acquiring the Springfield Line, CN will gain new access to Kansas City and improved access to East St. Louis, thereby enhancing competition for shippers.

As shown in Exhibit 2-1, analyzing the traffic CN can attract if it acquires the Springfield Line is an essential element in planning for the acquisition. The operating plan, operating statistics, and financial projections all depend on accurate traffic projections.

Exhibit 2-1: The operating plan and financial model are dependent on the accuracy of Applicants' traffic projections[1]



[1] This is the logic flow explicitly cited in the Canadian National-Illinois Central and Norfolk Southern-Conrail merger applications to the Board. *See* FD33556, Canadian National Railway Company, Grand Trunk Corporation, and Grand Trunk Western Railroad Incorporated – Control – Illinois Central Corporation, Illinois Central Railroad

Findings: By applying traffic diversion models, which are described in Appendices B and C of this Verified Statement, I have estimated that acquisition of the Springfield Line by CN will lead to the following results, which are summarized in Exhibit 2-2:

- More than 80,000 trucks will be removed from the highways each year, producing public benefits, including reduced carbon emissions, reduced highway congestion, and reduced public expenditures for highway maintenance. The more than 80,000 trucks that will be diverted to CN include approximately 77,800 dry vans and containers that will divert from highway to rail intermodal service, approximately 1,480 car transporters carrying assembled automobiles that will divert to multilevel railcars ("multilevels"), and approximately 900 trucks with cargoes that can move via transload service (i.e., bulk commodities such as plastic pellets and cement that use rail for linehaul and transfer to/from truck for first/last mile pickups and deliveries) and that will divert to covered hoppers and other types of railcars.
- A total of approximately 49,500 railcars will be diverted from other railroads due to increased rail competition in the Midwest and Southeast, brought about by the creation of CN's new competitive rail routes to Kansas City and improved routes to East St. Louis via the Springfield Line. The traffic diverted from other railroads includes approximately 31,000 intermodal containers, approximately 17,900 multilevels carrying assembled automobiles, and approximately 600 carloads of grain.
- An additional 12,500 containers that currently are unloaded at East Coast ports and moved to Kansas City and East St. Louis by rail or truck will be diverted to the Port of Montreal, leveraging CN's new single-line service via the Springfield Line and CN's proposed new intermodal terminal in East St. Louis.
- In total, the acquisition of the Springfield Line is estimated to generate $106.9 million (2019 USD) in annual revenue for CN.

Company, Chicago, Central & Pacific Railroad Company, and Cedar River Railroad Company Railroad Control Application, Volume 2 of 4, Section 2.0.

Exhibit 2-2: Diversion results summary for CN's acquisition of the Springfield Line[2]

	Rail-to-Rail Units	Truck-to-Rail Units	Port of Montreal Units	Total Units	Total Revenue
Intermodal	31,006	77,771	12,500	121,277	$51.0M
Automobiles	17,903	1,479	-	19,382	$50.3M
Grain	604	-	-	604	$2.2M
Other	-	890	-	890	$3.3M
Totals	49,513	80,140	12,500	142,153	$106.9M

Assumptions: Key assumptions used in the model and throughout this report include:

- All results represent fully phased-in totals. Full phase-in is assumed to occur in 2025 (Year 3); however, the values are reported as if they occurred in the Base Year of 2019, with no adjustments for organic growth. Revenues also are reported in 2019 values, without adjustment for inflation.
- The truck-to-rail and rail-to-rail models do not attempt to predict how increased competition or reduced costs may lead to an increase in production or demand. Therefore, the model assumes a gain in traffic by CN is offset by an equal loss of traffic for trucks or another railroad.
- It is assumed that the CN acquisition of the Springfield Line is a condition of a CP-KCS merger. The model reflects CP-KCS as a single railroad for competition purposes but does not attempt to predict CP-KCS market shares.
- Both the truck-to-rail and rail-to-rail diversion models are based on logistics regression and are similar to the types of models used in diversion models in prior merger proceedings before the Board.

As demonstrated by these diversion results, CN's acquisition of the Springfield Line will introduce a competitive rail option for shippers moving goods between Kansas City and St. Louis to and from regions such as Michigan, Ohio, Eastern Canada, and the Gulf Coast.

[2] Oliver Wyman work paper Exhibit 3-3 Sources.xlsx.

3. Overview of the Springfield Line

The Springfield Line is owned by KCS, which acquired it from the Gateway Western Railway in 1997. As shown in Exhibit 3-1, the Springfield Line runs from Springfield, IL west to Kansas City and East St. Louis. It connects with CN lines from the north and east at Springfield, and with CN lines from the southeast at East St. Louis.

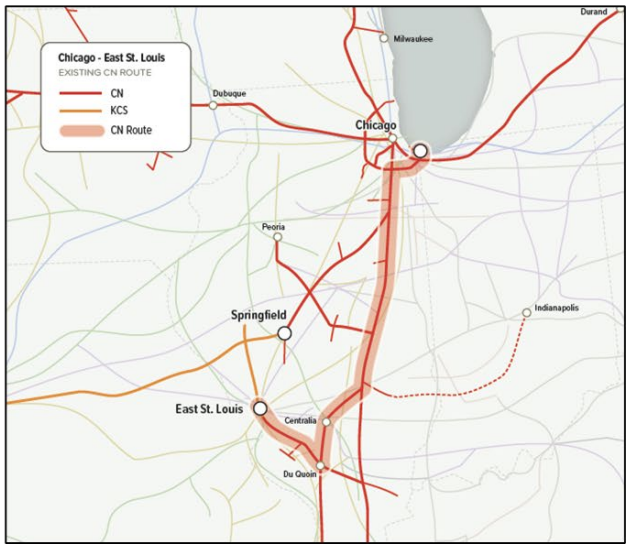
By acquiring the Springfield Line, CN will create new single-line rail services from Michigan and Eastern Canada to Kansas City and from the Southeast to Kansas City. CN also will establish a more direct route for traffic from Canada and the Midwest to East St. Louis, since the current CN route from northern locations runs south of East St. Louis to Du Quoin, IL before heading north (Exhibit 3-2).

Exhibit 3-1: The Springfield Line in relation to the CN network[3]

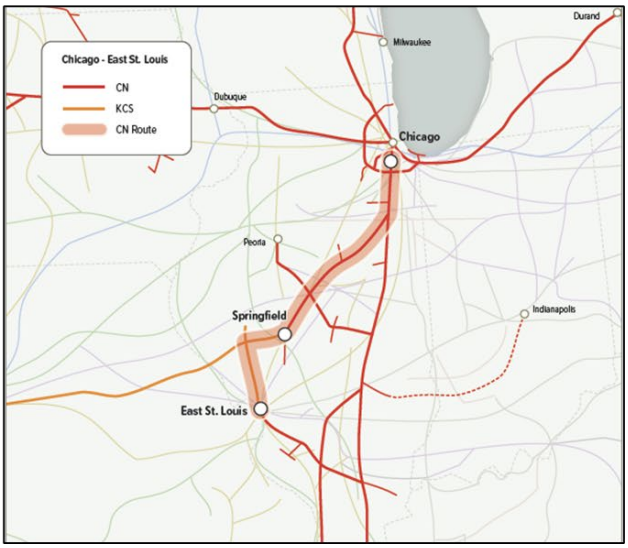
[3] Map provided by Canadian National Railway.

Exhibit 3-2: Acquisition of the Springfield Line will reduce CN distances between East St. Louis and northern locations by 50 miles[4]

CN Existing Route From Chicago Area to East St. Louis Via Du Quoin, IL
Distance is 360.5 miles from FSAC 55978 to 58112 through Du Quoin



CN Route with Springfield Line From Chicago Areas to East St. Louis Via Springfield, IL
Distance is 310.5 miles from FSAC 55978 to 58112 through Cockrell

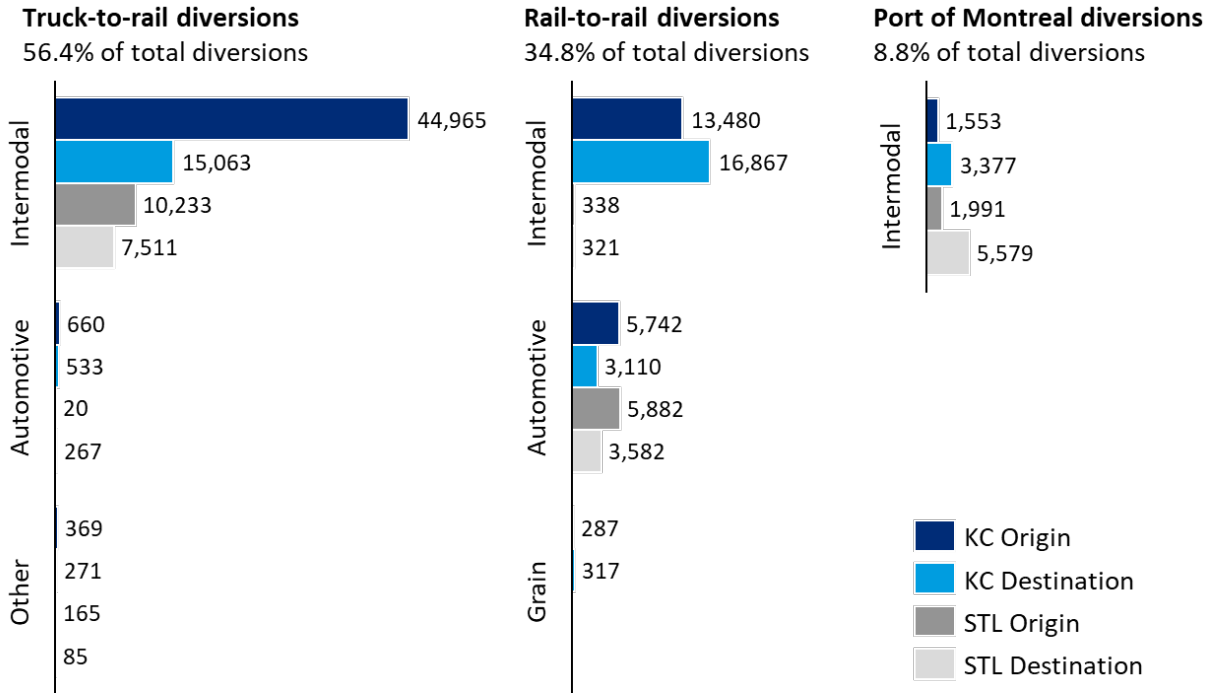


To augment these new and more direct routes, CN plans to invest in new automobile terminal facilities and new intermodal facilities at Kansas City, MO and East St. Louis, IL. As shown in Exhibit 3-3, my analysis finds that these routes and facilities will be widely used by the shipping community:

- The new CN intermodal terminal in Kansas City is projected to originate and terminate approximately 95,300 annual containers, with another approximately 26,000 annual containers at the new intermodal terminal in East St. Louis.
- Approximately 10,000 annual multilevels carrying assembled automobiles are projected to originate and terminate on CN in Kansas City, with approximately an additional 9,750 at the new automotive terminal in East St. Louis.

[4] Maps provided by Canadian National Railway. Distances from PC*Miler|Rail ver. 27. Maps are illustrative and do not use the same Chicago origin; however, distances are based on the same freight stations. PC*Miler|Rail "shortest" path was used for both routes to adjust for incorrect CN routing in the software.

Exhibit 3-3: 75 percent of the diversions will use the Kansas City Terminal and 25 percent will use the proposed new intermodal and automotive terminals in St Louis[5]



4. Projected Traffic Gained by Removing Trucks from Roadways

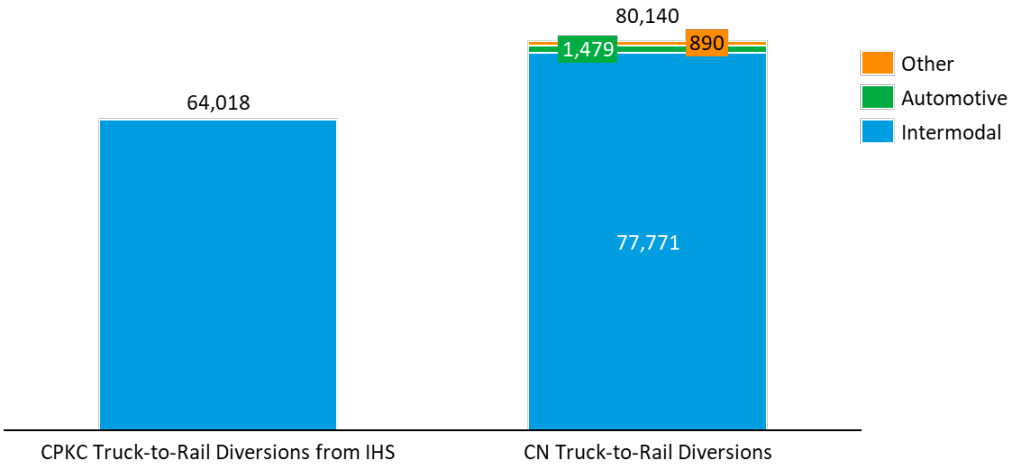
A CN acquisition of the Springfield Line will remove over 80,000 trucks per year from roadways in the Midwest, including I-94 in Michigan and Indiana, I-55 in Illinois, and I-72 in Missouri.[6] This total for CN operations on the Springfield Line exceeds the total estimated truck-to-rail diversions by CP-KCS for their entire merger, as I demonstrate in Section 4.1. Sections 4.2 through 4.4 break down total diversions from truck by intermodal, assembled automobiles, and transloads, respectively. The details of the truck-to-rail diversion model are provided in Appendix B.

[5] IHS Transearch 2019; STB Carload Waybill Sample, 2019; CP-KCS 2019 waybill traffic file received from FTI; CN 2019 waybill file; Oliver Wyman work paper Exhibit 3-3 Sources.xlsx.
[6] "Truck" refers to a standard five-axle Class 8 truck. Routes were identified using Google Map directions.

4.1 CN's acquisition of the Springfield Line removes more than 80,000 trucks annually from the roads

CP-KCS witness Bengt Mutén estimated that 64,018 trucks will be removed from the highways annually by the proposed merger of CP and KCS.[7] As shown in Exhibit 4-1, the new service options that will be created by CN's proposed acquisition of the Springfield Line will remove 80,140 trucks from the highways each year, or 25 percent more truck-to-rail diversions than CP would create over its entire merged network. This reduces annual truck-miles on the roadways by 45.6 million and it reduces the annual net truck ton-miles by 637 million.[8]

Exhibit 4-1: CN's acquisition of the Springfield Line is estimated to divert 25 percent more trucks off the roads than claimed by the proposed CP-KCS merger[9]



Mr. Mutén's analysis only identified intermodal containers as diverting to CPKC, and he did not identify any diversion of trucks for automotive or bulk commodities. My analysis shows that assembled automobile shippers and bulk shippers also will benefit from the increased

[7] Verified statement of Bengt Mutén,CP-KCS Application Vol. 2, p. 223, ¶52.
[8] Calculations are in work paper 20220224 TTR Carmile Summaries final.xlsx, Ton-Miles tab.
[9] Verified statement of Bengt Mutén,CP-KCS Application Vol. 2, p. 223, ¶52; IHS Transearch, 2019; Oliver Wyman work paper 20220121_Springfield_T2R_v19.xlsx. The 80,140 value represents railcars and containers. Using average truck net weights from the 2019 IHS Transearch data for non-intermodal traffic, the total number of trucks removed from the roadways is estimated at 83,625. Calculations are in work paper 20220224 TTR Carmile Summaries final.xlsx, Truck Rail Adjustment tab.

competition created by CN's acquisition of the Springfield Line. Furthermore, the more than 80,000 trucks that CN will divert annually are concentrated on a limited number of roadways – including I-94 in Michigan and Indiana; I-55 in Illinois, Missouri, Arkansas, Tennessee, Mississippi, and Louisiana; and I-72 in Missouri – allowing a more significant impact to be realized in communities along those roads.

4.2 Intermodal truck-to-rail diversion estimates

As shown in Exhibits 4-2 through 4-4, these new intermodal service options will benefit current truck shippers in traffic lanes throughout the Midwest and Southeast. The greatest benefits will be in the Kansas City – Chicago and Kansas City – Detroit markets, where CN will provide a new competitive rail service over the Springfield Line. The new intermodal terminal in East St. Louis also will help to divert trucks from roadways, by drawing traffic from the Detroit and New Orleans markets. In addition, Exhibits 4-3 and 4-4 show several thousand trucks originating and terminating in Ontario, many of them traveling to/from the US over the highly congested Ambassador Bridge between Detroit and Windsor, which would be diverted to move via rail on CN.

An important step in preparing the diversion estimates was discussions with the CN commercial team to receive feedback on the geographical regions they viewed as opportunities for traffic gain as a result of the acquisition of the Springfield Line and the opening of new terminals. (*See* the statement of witness Dan Bresolin, Vice-President, Intermodal, for a commercial understanding of the intermodal opportunities.)

Exhibit 4-2: Intermodal truck-to-rail diversions: top 15 origin-destination pairs[10]
Total across all markets = 77,771 annual containers

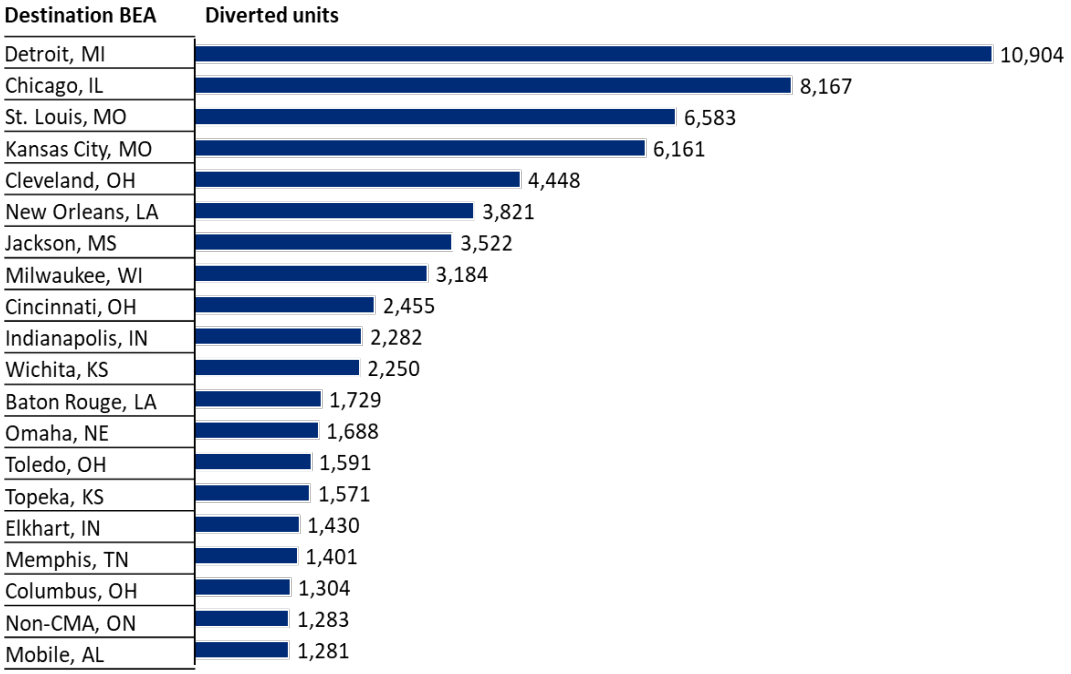
Origin BEA	Destination BEA	Diverted units
Kansas City, MO	Chicago, IL	3,213
Kansas City, MO	Detroit, MI	3,008
St. Louis, MO	Detroit, MI	2,559
Detroit, MI	St. Louis, MO	2,345
Wichita, KS	Chicago, IL	2,144
Des Moines, IA	Jackson, MS	1,465
Topeka, KS	Chicago, IL	1,259
Wichita, KS	Detroit, MI	1,253
New Orleans, LA	St. Louis, MO	1,165
Wichita, KS	Cleveland, OH	1,144
Kansas City, MO	Cincinnati, OH	1,143
Kansas City, MO	Cleveland, OH	1,074
Kansas City, MO	Milwaukee, WI	994
Omaha, NE	Detroit, MI	925
St. Louis, MO	New Orleans, LA	920

Exhibit 4-3: Intermodal truck-to-rail diversions: top origins[11]
Total of 56 locations originating traffic diverted from truck. The top 20 account for 91 percent

Origin BEA	Diverted units
Kansas City, MO	16,371
Wichita, KS	8,557
St. Louis, MO	7,590
Topeka, KS	5,258
Omaha, NE	4,605
Detroit, MI	4,309
New Orleans, LA	3,696
Des Moines, IA	3,596
Lincoln, NE	2,070
Joplin, MO	2,058
Springfield, MO	1,788
Chicago, IL	1,663
Springfield, IL	1,641
Toledo, OH	1,311
Non-CMA, ON	1,289
Cleveland, OH	1,040
Milwaukee, WI	984
Indianapolis, IN	919
Evansville, IN	915
Toronto, ON	861

[10] IHS Transearch 2019, Oliver Wyman work paper 20220121_Springfield_T2R_v19.xlsx.
[11] IHS Transearch 2019, Oliver Wyman work paper 20220121_Springfield_T2R_v19.xlsx. A "Non-CMA" is a non-Census Metropolitan Area and indicates locations outside of metropolitan areas such as Toronto, ON.

Exhibit 4-4: Intermodal truck-to-rail diversions: top destinations[12]
Total of 59 locations terminating traffic diverted from truck. The top 20 account for 86 percent



4.3 Assembled automobiles truck-to-rail diversion estimates

The new services and facilities CN will create through acquisition of the Springfield Line also will create new options for shippers now using car transporters to move assembled automobiles over the highways. Exhibits 4-5 through 4-7 illustrate that CN's new services and automotive terminals in East St. Louis and Kansas City will benefit shippers in lanes throughout the Midwest and South.

An important step in preparing the diversion estimates was discussions with the CN commercial team to receive feedback on the geographical regions they viewed as opportunities for traffic gain due to the acquisition of the Springfield Line and the opening of new terminals. (*See* the statement of witness Sarah Slazinski, Assistant Vice-President, Automotive, for a commercial understanding of the automotive opportunities.)

[12] IHS Transearch 2019, Oliver Wyman work paper 20220121_Springfield_T2R_v19.xlsx. A "Non-CMA" is a non-Census Metropolitan Area and indicates locations outside of metropolitan areas such as Toronto, ON.

Exhibit 4-5: Automotive truck-to-rail diversions: top 15 origin-destination pairs[13]

Total across all markets = 1,479 carloads

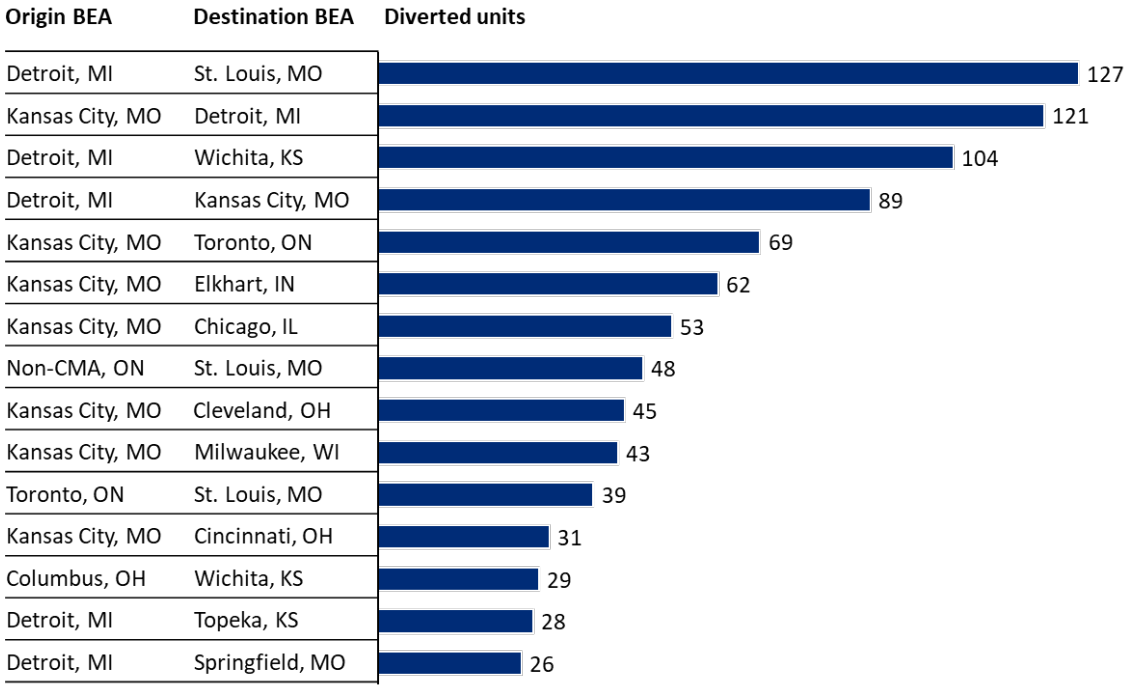
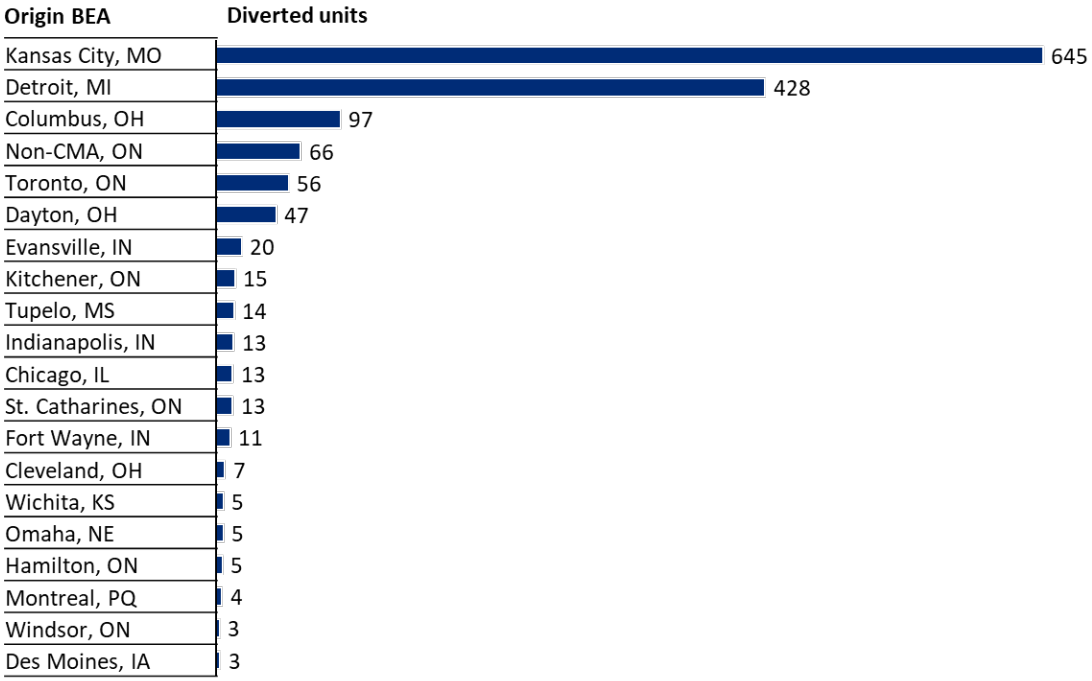


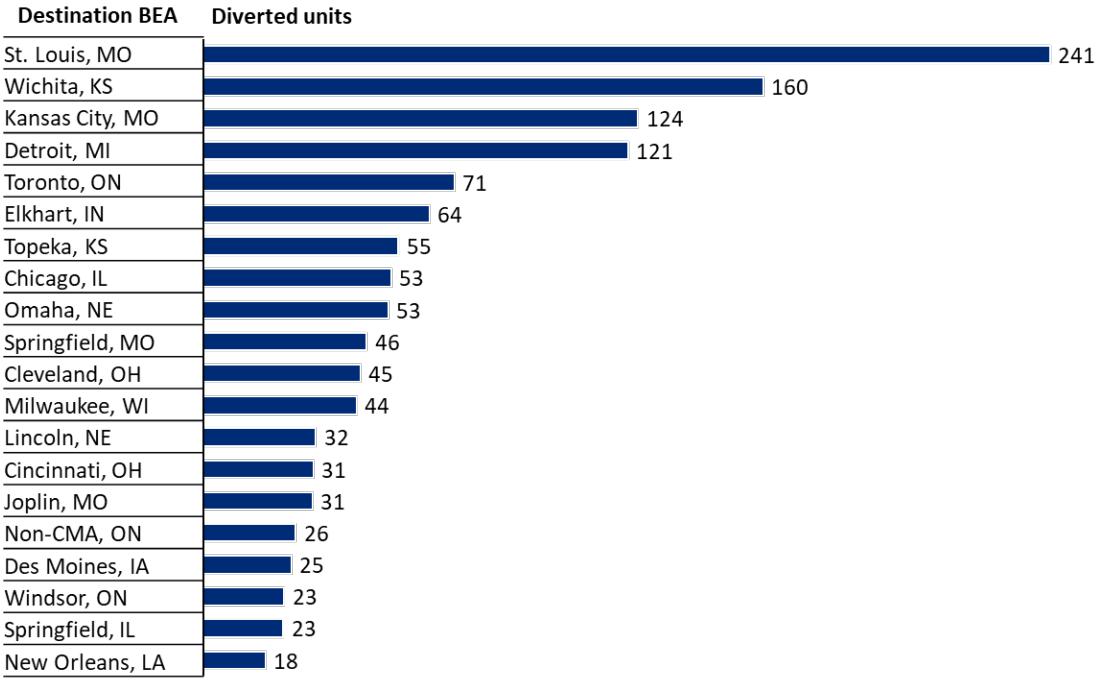
Exhibit 4-6: Automotive truck-to-rail diversions: top origins[14]

Total of 34 locations originating traffic diverted from truck. The top 20 account for 99 percent



[13] IHS Transearch 2019, Oliver Wyman work paper 20220121_Springfield_T2R_v19.xlsx.
[14] IHS Transearch 2019, Oliver Wyman work paper 20220121_Springfield_T2R_v19.xlsx.

Exhibit 4-7: Automotive truck-to-rail diversions: top destinations[15]
Total of 54 locations terminating traffic diverted from truck. The top 20 account for 87 percent

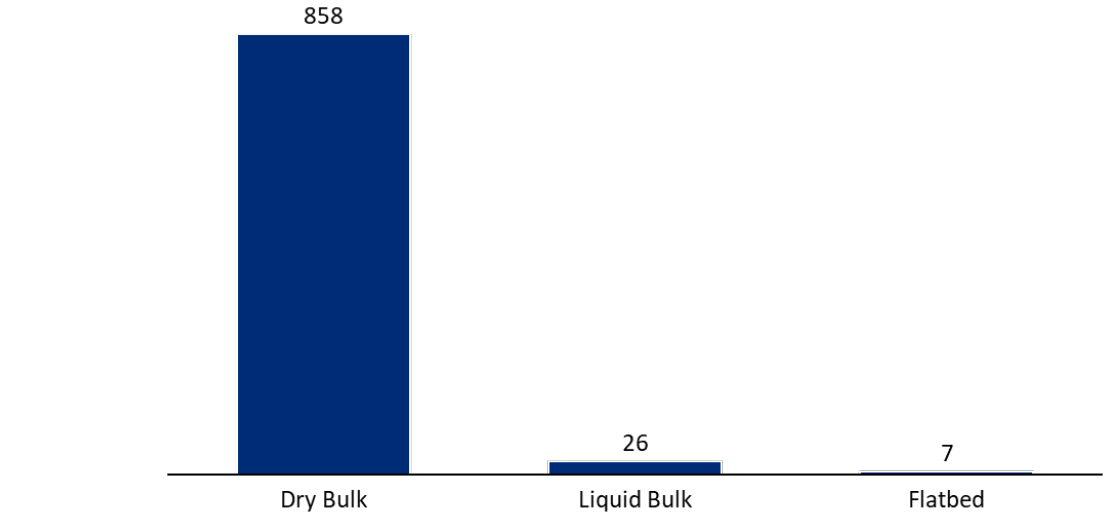


4.4 Transload truck-to-rail diversion estimates

An estimated 890 carloads of other commodities would be diverted from truck to CN. These involve commodities moving in trucks as dry bulk and liquid bulk and commodities moving on flatbed trucks. These commodities are transloads, using truck for the first and/or last mile and transferring to rail for the linehaul portion of the move. The presence of a new CN transload service will provide shippers with increased competitive options for bringing these products to market.

[15] IHS Transearch 2019, Oliver Wyman work paper 20220121_Springfield_T2R_v19.xlsx.

Exhibit 4-8: Transload truck-to-rail diversions[16]



5. Projected Traffic Gained by Increasing Rail Competition

Acquisition of the Springfield Line will create new competitive routes for rail shippers, particularly between Eastern Canada and Michigan and Kansas City, and between the Southeast and Kansas City. In total, I estimate that CN will divert approximately 49,500 containers and carloads per year. Sections 5.1 through 5.3 demonstrate that the benefits of these new options will be widely available to shippers, including shippers using lanes linking Western Canada, Eastern Canada, the Midwest and the South with Kansas City and East St. Louis. Section 5.4 shows the expected impact on other railroads. The details of the rail-to-rail diversion model are provided in Appendix C.

5.1 Intermodal rail-to-rail diversion estimates

The primary rail-to-rail diversion opportunity for a CN acquisition of the Springfield Line will be intermodal shipments between Detroit and Kansas City. The presence of CN in this

[16] IHS Transearch 2019, Oliver Wyman work paper 20220121_Springfield_T2R_v19.xlsx.

market will provide shippers with a strong competitive rail option. While the contents of intermodal containers can be difficult to ascertain from waybill data, because the STCC code is often "Miscellaneous Mixed Shipments," this traffic most likely contains a high percentage of automobile parts.

An important step in preparing the diversion estimates was discussions with the CN commercial team to receive feedback on the geographical regions they viewed as opportunities for traffic gain due to the acquisition of the Springfield Line and the opening of new terminals. (*See* the statement of witness Dan Bresolin for a commercial understanding of the intermodal opportunities.)

Exhibit 5-1: Intermodal rail-to-rail diversions: origin-destination pairs[17]

The 26,101 diverted containers are concentrated in seven origin-destination pairs

Origin	Destination	Diverted units
Kansas City, MO-KS	Detroit-Ann Arbor-Flint, MI	8,575
Detroit-Ann Arbor-Flint, MI	Kansas City, MO-KS	8,460
Chicago-Gary-Kenosha, IL-IN-WI	Kansas City, MO-KS	5,892
Kansas City, MO-KS	Chicago-Gary-Kenosha, IL-IN-WI	4,906
Memphis, TN-AR-MS-KY	Omaha, NE-IA-MO	2,515
St. Louis, MO-IL	Detroit-Ann Arbor-Flint, MI	338
Detroit-Ann Arbor-Flint, MI	St. Louis, MO-IL	321

[17] STB Carload Waybill Sample, 2019; CP-KCS 2019 waybill traffic file received from FTI; CN 2019 waybill file; Oliver Wyman work paper HC-2022January_R2R_Intermodal_v4.xlsx.

5.2 Assembled automobiles rail-to-rail diversion estimates

The single largest lane for rail-to-rail automobile diversions is St. Louis to Detroit, as shown in Exhibit 5-2, followed by Chicago to Kansas City. While some of these movements may be Rule 11 rebills that do not originate in St. Louis or Chicago, CN, with the acquisition of the Springfield Line, would be positioned as a strong competitor for traffic, regardless of whether it is an ultimate origin or an interline movement.[18]

An important step in preparing the diversion estimates was discussions with the CN commercial team to receive feedback on the geographical regions they viewed as opportunities for traffic gain due to the acquisition of the Springfield Line and the opening of new terminals. (*See* the statement of witness Sarah Slazinski for a commercial understanding of the automotive opportunities.)

[18] Rule 11 traffic moves under different waybills, thus masking the ultimate origin and/or destination of the shipment. This can occur, for example, when trucks are used to transport shipments between rail yards, a practice known as "rubber-tired" interchanges.

Exhibit 5-2: Assembled automobiles rail-to-rail diversions, top 15 origin-destination pairs[19]

The St. Louis to Detroit market makes up 12.8 percent of the total 17,903 rail-to-rail diverted multilevels

Origin	Destination	Diverted units
St. Louis, MO-IL	Detroit-Ann Arbor-Flint, MI	2,304
Chicago-Gary-Kenosha, IL-IN-WI	Kansas City, MO-KS	1,147
Kansas City, MO-KS	Detroit-Ann Arbor-Flint, MI	878
Toledo, OH	Kansas City, MO-KS	861
St. Louis, MO-IL	Baton Rouge, LA-MS	670
Toledo, OH	St. Louis, MO-IL	655
St. Louis, MO-IL	Memphis, TN-AR-MS-KY	628
Kansas City, MO-KS	Chicago-Gary-Kenosha, IL-IN-WI	590
St. Louis, MO-IL	Chicago-Gary-Kenosha, IL-IN-WI	559
Kansas City, MO-KS	Agincourt, ON	517
Chicago-Gary-Kenosha, IL-IN-WI	St. Louis, MO-IL	489
Detroit-Ann Arbor-Flint, MI	St. Louis, MO-IL	430
Detroit-Ann Arbor-Flint, MI	St. Louis, MO-IL	396
Kansas City, MO-KS	Chicago-Gary-Kenosha, IL-IN-WI	382
Kansas City, MO-KS	Elkhart-Goshen, IN-MI	366

5.3 Grain rail-to-rail diversion estimates

Acquisition of the Springfield line will generate modest gains for CN in grain traffic moving in existing markets, including the opportunity to divert traffic from western Canada into Midwest markets.

An important step in preparing the diversion estimates was discussions with the CN commercial team to receive feedback on the geographical regions they viewed as opportunities for traffic gain due to the acquisition of the Springfield Line and the opening of new terminals. (*See* the statement of witness David Przednowek, Assistant Vice-President, Grain, for a commercial understanding of the grain opportunities.)

[19] STB Carload Waybill Sample, 2019; CP-KCS 2019 waybill traffic file received from FTI; CN 2019 waybill file; Oliver Wyman work paper HC-2022January_R2R_Auto_v4.xlsx.

Exhibit 5-3: Grain rail-to-rail diversions: origin-destination pairs[20]

An estimated total of 604 carloads of grain will divert to CN, of which 53 percent originates in Canada

Origin	Destination	Diverted units
Saskatchewan	Kansas City, MO-KS	229
Kansas City, MO-KS	Chicago-Gary-Kenosha, IL-IN-WI	96
Manitoba	Kansas City, MO-KS	89
Kansas City, MO-KS	Toledo-Fremont, OH	68
Slater, MO	New Orleans, LA-MS	43
Topeka, KS	Hattiesburg, MS	30
Kansas City, MO-KS	Hattiesburg, MS	30
Columbia, MO	Hattiesburg, MS	19
Kansas City, MO-KS	Milwaukee-Racine-Waukesha, WI	2

5.4 Impacts on other railroads from rail-to-rail diversions

Given the importance of Kansas City as an origin and destination for Springfield Line rail-to-rail diversions, the greatest increase in competition between CN and incumbent carriers will be with BNSF and NS. As shown in Exhibit 5-4, 54 percent of the rail-to-rail diversions will involve traffic now carried by NS and 28 percent traffic carried by BNSF. Only approximately 3 percent of diversions will involve traffic now carried by CP and KCS.

[20] STB Carload Waybill Sample, 2019; CP-KCS 2019 waybill traffic file received from FTI; CN 2019 waybill file; Oliver Wyman work paper HC-2022January_R2R_Grain_v4.xlsx.

Exhibit 5-4: Rail-to-rail diversions: traffic diverted from other railroads to CN[21]

Railroad	Intermodal		Automotive		Grain		Total
	New To CN	CN Extended Haul	New To CN	CN Extended Haul	New To CN	CN Extended Haul	
NS	17,693	-	6,457	2,483	68	-	26,701
BNSF	12,764	-	962	68	185	43	14,022
UP	548	-	2,909	1,651	-	-	5,108
CSXT	-	-	2,304	-	-	-	2,304
CPRS[22]	-	-	1,384	14	230	-	1,628
KCS[23]	-	-	-	10	78	-	88

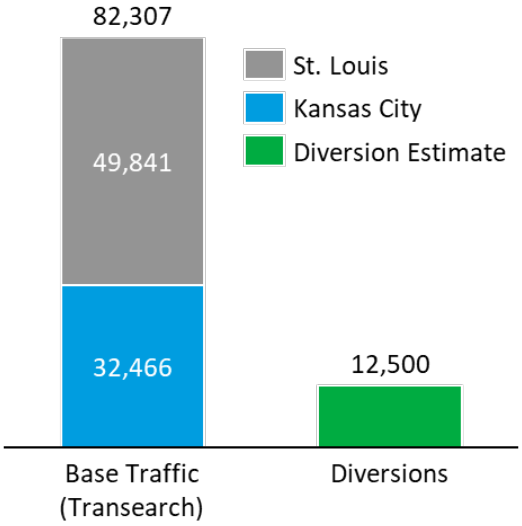
6. Diversions Through the Port of Montreal

Acquisition of the Springfield Line by CN will create a new, single-line competitive route linking the Port of Montreal with shippers and receivers in the Midwest. This new route will give these shippers a competitive, alternative option to the Port of New York and New Jersey and other ports on the East Coast. These ports are often congested and are located further from European ports than is the Port of Montreal. For example, the Port of Montreal is 200 miles closer to the primary ports in Europe than is the Port of New York and New Jersey. This equates to one to two days of additional sailing time. With the acquisition of the Springfield Line, the rail distance between Montreal and Kansas City on CN will be equivalent to the rail distance on NS between New York/New Jersey and Kansas City.

As shown in Exhibits 6-1 and 6-2, approximately 12,500 containers per year will be diverted to CN service between the Port of Montreal and the Midwest. This represents 15 percent of the approximately 82,300 containers moving from East Coast ports to the Midwest.

[21] STB Carload Waybill Sample, 2019; CP-KCS 2019 waybill traffic file received from FTI; CN 2019 waybill file; Oliver Wyman work paper HC-Rail to Rail losses by carrier.xlsx.
[22] For purposes of diversion modeling, CP and KCS were treated as a single railroad competitor, but no attempt was made to estimate a combined CP-KCS market share. Diversions are shown individually for CP and KCS.
[23] Ibid.

Exhibit 6-1: Port of Montreal: CN diversion estimate for St. Louis and Kansas City[24]



The estimated 12,500 diverted units to/from the Port of Montreal were assigned to Midwestern origins/destinations proportionally, based on the historical traffic patterns in the IHS Transearch data for movements between East Coast ports and the Midwest.

Exhibit 6-2: Port of Montreal diversions by origin and destination[25]

Origin	Destination	Pct of Total Volume	Diverted units
Port of Montreal	St. Louis	45%	5,579
Port of Montreal	Kansas City	27%	3,377
St. Louis	Port of Montreal	16%	1,991
Kansas City	Port of Montreal	12%	1,553

[24] IHS Transearch 2019, Oliver Wyman work paper POM analysis.xlsx.
[25] IHS Transearch 2019, Oliver Wyman work paper POM analysis.xlsx.

7. Diverted Traffic is Estimated to Generate $107 Million in Annual Revenue for CN

Once traffic diversions are fully phased in, which is assumed to be three years from approval of the CN acquisition of the Springfield Line (i.e., 2025), CN is projected to earn $106.9 million in incremental revenues on an annual basis.[26]

Exhibit 7-1: Projected CN revenue from acquisition of the Springfield Line[27]

	Estimated change in CN car-miles not receiving discount	Average CN revenue per car-mile	Estimated change in CN car-miles receiving discount	Average CN revenue per car-mile with 5% discount	Unadjusted revenue estimate (2019 US$)	Adjusted annual revenue estimate (2019 $US)
Intermodal	{ }	{ }	{ }	{ }	$ 52.7	$ 51.0
Automotive	{ }	{ }	{ }	{ }	$ 57.2	$ 50.3
Grain	-	{ }	{ }	{ }	$ 2.6	$ 2.2
Other	{ }	{ }	-	{ }	$ 3.3	$ 3.3
Totals	{ }	**N/A**	{ }	**N/A**	**$115.8**	**$106.9**

- This revenue is in 2019 US dollars and does not consider inflation nor any organic growth of traffic on the Springfield Line.
- Average revenue per car-mile is based on revenue splits for CN originated and terminated traffic in the 2019 STB Carload Waybill Sample.
- Estimates include all mileage for new moves and only new mileage for extended haul diversions, thus not double-counting existing CN revenue.
- If the estimated revenue CN would receive for moving a rail-to-rail diverted shipment exceeds the historical revenue received by the incumbent carrier, the estimated revenues were adjusted, since a higher CN rate would be less likely to attract traffic.

[26] Carl Van Dyke and Derik Taylor Verified Statement shows full phase in by the year 2025
[27] IHS Transearch 2019; STB Carload Waybill Sample, 2019; CP-KCS 2019 waybill traffic file received from FTI; CN 2019 waybill file; Oliver Wyman work paper HC-20220208 Rev Adjustment v03.xlsx.

- A 5 percent discount was applied to the rate for rail-to-rail new volumes and non-CN originating extended hauls, since a discount may be necessary to incentivize shippers to switch carriers.
- Revenue is expected to be fully realized three years after agreement and approval to acquire the Springfield Line. Values are not adjusted for inflation.

VERIFICATION

I, David Hunt, declare under penalty of perjury that the foregoing information is true and correct. Further, I certify that I am qualified and authorized to file this statement.

Executed on this 28th day of February, 2022.

David Hunt

Appendix A. Resume of David Hunt

Mr. Hunt, a Director in Oliver Wyman's Transportation & Service practice, has over 30 years of experience in the areas of transportation operations and strategic planning, national and regional transportation policy, and network modeling and operations research. Mr. Hunt focuses on projects involving regulatory and policy analysis, strategic planning, and operational improvements. His projects include:

- Developed a market share model that predicted truck/rail shares and volumes under various scenarios, including autonomous truck technologies and the potential responses by the rail industry.
- Worked with a Class I railroad to explore opportunities and value of adopting predictive maintenance practices for their railcar fleet.
- Prepared several policy white papers filed with the US Department of Transportation, addressing issues such as positive train control and use of electronically controlled pneumatic brakes.
- Called as an expert witness in rail capacity modeling as part of an international arbitration case in South America.
- Participated in discussions with the Mexican government that led to a favorable ruling for the rail industry regarding proposed regulatory action to promote competition through expanded interconnection of rail services.
- Managed the design and development of BlueNet, a facility location model used in network design.
- Developed a simulation model that showed the benefits of operating a nationwide railcar pool, the results of which were used in a Surface Transportation Board proceeding to reauthorize the operation of the pool.
- Worked with a rail industry supplier to restructure their support services, incorporating predictive maintenance tools for safer and more reliable operations.

Prior to joining Oliver Wyman, Mr. Hunt was a Senior Associate at Cambridge Systematics (CS). Mr. Hunt was also a Vice President at ALK Associates. Mr. Hunt is active in the Institute for Operations Research and the Management Sciences (INFORMS), where he was the recipient of the 2017 INFORMS President's Award. He currently serves on the INFORMS Board of Directors as Treasurer and is a member of the Transportation Research Board's Railroad Operating Technologies Committee.

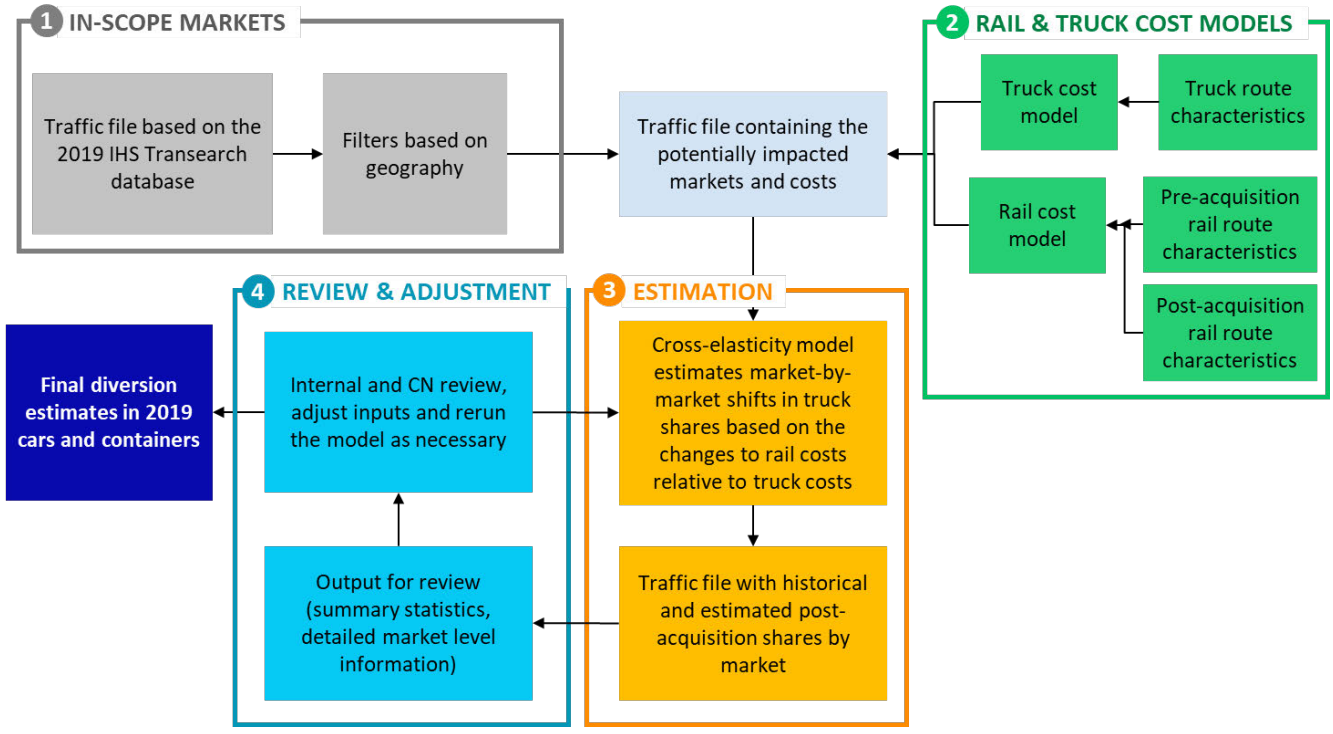
Mr. Hunt earned a BS in civil engineering from West Virginia University and a MSE from the Civil Engineering and Operations Research Department at Princeton University.

Appendix B. Truck-to-Rail Model Description

The truck-to-rail model is contained in work paper "20220121_Springfield_T2R_ v19.xlsx." The scale of the potentially divertible traffic for the Springfield Line acquisition made it possible to run the model as a spreadsheet exercise.

The components of Oliver Wyman's truck-to-rail model are shown in Exhibit B-1, with each component discussed in more detail below. This is a cost-based model that considers the cost of a truck move relative to a rail move, using the same basic principle as used in models to evaluate previous railroad mergers in cases before the ICC and STB.[28]

Exhibit B-1: Oliver Wyman truck-to-rail model



The key assumptions used in modeling the potential truck-to-rail diversions due to CN's acquisition of the Springfield Line were:

[28] *See*, for example, FD 32549 Verified Statement of Peter Stone, Reebie Associates.

- A market is defined as an origin, destination, and service type.
- Market volume is fixed (cost changes will not change total demand).
- Costs for truck and rail other than the CN-Springfield Line are unchanged post-acquisition.
- Diversions of truck market volumes are bound between zero and current truck volume.

B.1 In-scope markets

Since the commodities are currently moving by truck, it is assumed that any commodity can be drayed to and from a rail terminal. The catchment areas were defined based on Bureau of Economic Analysis (BEA) regions, where the major location in the BEA was less than 200 miles from a CN terminal. A BEA was assigned to only one terminal – the closest one. The assignment of BEAs to terminals is shown in Exhibit B-2.

Exhibit B-2: Catchment area for existing and proposed new terminals, based on 200-mile limit

Existing CN Terminal	BEA
Calgary	Calgary, AB
Chicago	Milwaukee, WI
	Chicago, IL
	Elkhart, IN
	Champaign, IL
Detroit	Cleveland, OH
	Toledo, OH
	Detroit, MI
	Grand Rapids, MI
	London, ON
	Windsor, ON
East Regina	Regina, SK
Edmonton	Edmonton, AB
	Non-CMA AB
Halifax	Halifax, NS
	Non-CMA NS
Indianapolis	Cincinnati, OH
	Dayton, OH
	Columbus, OH
	Fort Wayne, IN
	Indianapolis, IN
Jackson	Greenville, MS
	Jackson, MS

Existing CN Terminal	BEA
Memphis	Memphis, TN
	Tupelo
Mobile	Mobile, AL
Moncton	Saint John, NB
	Prince Edward I
	Non-CMA NB
Montreal	Montreal, PQ
	Quebec, PQ
	Trois Rivieres, PQ
	Non-CMA QC
New Orleans	New Orleans, LA
	Baton Rouge, LA
Prince George	Non-CMA BC
Saskatoon	Saskatoon, SK
	Non-CMS SK
Toronto	Hamilton, ON
	Kitchener, ON
	Oshawa, ON
	St Catharines, ON
	Toronto, ON
	Non-CMA ON
Vancouver	Vancouver, BC
	Victoria, BC

Existing CN Terminal	BEA
Winnipeg	Winnipeg, MB
	Non-CMA MB

New CN Terminal	BEA
Kansas City	Columbia, MO
	Joplin, MO
	Kansas, MO
	Springfield, MO
	Topeka, KS
	Des Moines, IA
	Omaha, NE
	Lincoln, NE
	Wichita, KS
St. Louis	Evansville, IN
	Paducah, KY
	St. Louis, MO
	Springfield, IL

Diversions were considered by the model if the truck traffic moved from a BEA assigned to an existing terminal to or from a BEA assigned to a new terminal (i.e., Kansas City or St. Louis). However, not every combination of BEA to BEA was included. Four rules were used to identify origin BEA – destination BEA pairs for input into the diversion model:

- **Rule 1**: Drayage catchment area is 200 miles or less at the origin and at the destination.
- **Rule 2**: CN rail length-of-haul (LOH) is greater than 400 miles.
- **Rule 3**: Average truck length-of-haul is greater than 400 miles.
- **Rule 4**: Retain origin-destination pairs where the average circuity is less than 1.57, based on:[29]

$$Circuity = \frac{Orig\ Dray + Rail\ LOH + Dest\ Dray}{Truck\ LOH}$$

Exhibit B-3 contains examples of how the rules were applied.

Exhibit B-3: Examples of rules for retaining or removing origin-destination BEA pairs
Red indicates failed rule, green indicates passed rule

Orig (Term)	Dest (Term)	Rule 1 Dray O/D	Rule 2 R-LOH	Rule 3 T-LOH	Rule 4 Circuity	Incl.
Det (Det)	KCity (KC)	<200 / <200	754	764	1.05	✓
Det (Det)	Omaha (KC)	<200 / <200	754	733	1.32	✓
Det (Det)	Tulsa (KC)	**<200 / >200**	754	926	1.13	X
Det (Det)	Des Moines (KC)	<200 / <200	754	600	**1.62**	X
Chicago (CHI)	KCity (KC)	<200 / <200	497	510	1.07	✓
Chicago (Chi)	St. Louis (ESL)	<200 / <200	**290**	**297**	1.14	X
Winpg (Win)	KCity (KC)	<200 / <200	1365	820	**1.73**	X
Vanc (Van)	St. Louis (ESL)	<200 / <200	2699	2219	1.24	✓

[29] 1.57 represents a 25 percent allowance on an average rail/truck circuity of 1.26, calculated from the 2019 IHS Transearch database for truck (excluding LTL) and rail traffic.

B.2 Rail and truck cost models

Rail cost estimation model

The cost for a rail haul was estimated using the STB's Uniform Rail Costing System (URCS) figures included in the 2019 STB Waybill Sample "Total Variable Cost" field, American Trucking Research Institute figures to estimate the representative cost of drayage, and R-1 data submitted to the Board by the railroads, to estimate the incremental per-ton cost due to fixed cost allocations, which would otherwise be excluded from URCS figures. Cost estimates were then reviewed with CN's accounting team to ensure their plausibility and consistency. Exhibit B-4 shows the cost parameters applied to moves originated in CN-served locations, while Exhibit B-5 shows the cost parameters applied to moves originated in KCS-served locations. A combination of CN and KCS cost parameters was used, since all diverted traffic will use the Springfield Line. An explanation of each cost parameter follows.

Exhibit B-4: Cost of rail moves originated in CN-served locations

Service type	O-D Cost per Ton originated	Variable Cost per Ton-Mile	Fixed Cost Allocation per Ton	Fixed Cost per Ton Interchanged	Additional Cost per Ton Interchanged, per Mile >400
Auto	15.954	0.083	5.361	8.996	0.007
Intermodal	32.358	0.023	5.361	14.732	0.012
Bulk - Dry	3.963	0.026	5.361	1.886	0.002
Bulk - Tank	4.658	0.026	5.361	2.217	0.002
Flatcar	4.918	0.026	5.361	2.341	0.002

Exhibit B-5: Cost of rail moves originated in KCS-served locations

Service type	O-D Cost per Ton originated	Variable Cost per Ton-Mile	Fixed Cost Allocation per Ton	Fixed Cost per Ton Interchanged	Additional Cost per Ton Interchanged, per Mile >400
Auto	15.954	0.083	5.579	8.996	0.007
Intermodal	23.520	0.021	5.579	14.732	0.012
Bulk - Dry	3.963	0.026	5.579	1.886	0.002
Bulk - Tank	4.658	0.026	5.579	2.217	0.002
Flatcar	4.918	0.026	5.579	2.341	0.002

The costs are established as follows:[30]

- **O-D cost per ton originated**: the cost of originating or terminating a rail haul and corresponds to the intercept of an Ordinary Least Squares (OLS) regression on the costed 2019 STB Carload Waybill Sample, for each service type (i.e., the extrapolated "zero-mile cost"), divided by the average number of tons per railcar in each service type. Conceptually, the figure corresponds to loading/unloading, switching, and other operations which must take place regardless of the distance traveled for a railcar. The focus was on carload traffic, so only included movements in the calculations that had less than 10 carloads of the same commodity group.
- **Variable cost per ton-mile**: the variable component of cost, which corresponds to the variable coefficient in the Ordinary Least Squares (OLS) regression on the costed 2019 STB Carload Waybill Sample, for each service type. Unit trains were excluded from the calculation by only considering rail moves with less than 10 carloads of the same commodity group.
- **Fixed cost allocation per ton**: URCS-based STB Carload Waybill Sample costs only consider the variable portion of railroad costs. However, to fully capture the cost of rail service, certain fixed costs should be allocated to each move. To determine the total amount to be allocated, I used R-1 reported cost data for CN and for KCS and subtracted the total estimated costs in the expanded Carload Waybill Sample for CN (US only) and KCS (US only). The Carload Waybill Sample data only considers variable costs, whereas R-1 data includes both this variable portion as well as fixed costs. I then allocated these fixed costs on a per-ton basis for each rail move.
- Finally, to determine the cost of an interchange, I used the URCS software for 2019 to estimate the cost of rail moves of different lengths, adding and removing interchanges. Based on the results I obtained from the software, and using a simple extrapolation, I determined the average cost gap between a 400-mile move with an interchange and a 400-mile move without interchanges and used it to estimate the fixed cost per ton

[30] In cases where parameters for KCS costs had a wide confidence interval (driven by smaller sample sizes for certain types of moves on the KCS network), I applied CN costs. I believe that the costs thus obtained are reasonable and representative of the true costs of a rail move for modeling purposes.

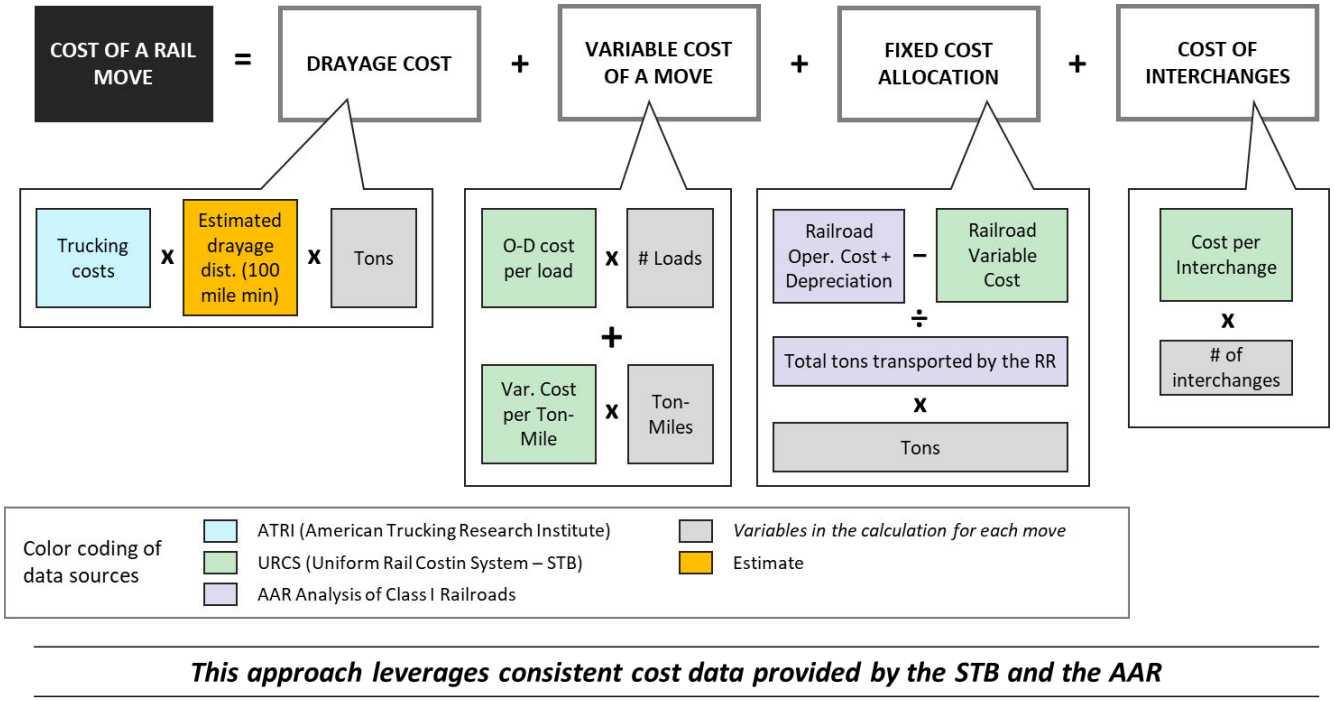
interchanged. Since URCS estimated an additional cost for longer hauls with interchanges, I applied the same increase in my cost model, in the form of an additional cost per ton interchanged, per mile of haul beyond the initial 400 miles.[31]

- In addition to the rail costs described above, I applied a drayage cost assumption for rail moves with a minimum of 100 miles at each end, to represent a minimum cost and then an additional charge for each mile above 100.

The resulting rail costs were discussed with CN's accounting teams and deemed to be in line with their expectations. The cost per ton-mile is higher for commodity groups with lower average net weight (automotive and intermodal) and lowest for bulk (which includes general merchandise). As expected, the estimated cost per ton-mile also decreases with distance. Finally, rail becomes increasingly competitive against trucking for longer distances, with a substantially lower cost per ton-mile for long distances.[32] Exhibit B-6 is a diagram depicting the rail cost process.

[31] I use 400 miles as a cutoff because no truck-to-rail diversions are assumed to occur on moves that are shorter than 400 miles.
[32] Although rail costs per ton-mile are generally substantially lower, in many cases rail routes are more circuitous than trucking routes, due to the many more miles of roadway available for use versus rail miles.

Exhibit B-6: Process used to estimate rail costs



This approach leverages consistent cost data provided by the STB and the AAR

Truck cost estimation model

To estimate truck transportation costs, I used data provided by ATRI (American Trucking Research Institute) in their 2020 update of the Analysis of the Operational Costs of Trucking.[33] In my experience, ATRI provides the most credible and useful data source available for trucking costs. The report estimates an average cost per mile of $1.652 in 2019, which is the base year for all my calculations. To estimate the average cost per ton-mile, I used Oliver Wyman estimates of the average payload and percent of empty miles by truck type. I used these figures in conjunction with the ATRI cost estimates to obtain the figures presented in Exhibit B-7. Since my analysis only covers O-D pairs located more than 400 miles apart, I modeled trucking costs as being linear, with an intercept at zero. I believe that these costs are representative of trucking costs for lengths of haul that are in scope for this study.

[33] Analysis of the Operational Costs of Trucking 2020, American Truck Research Institute, p. 19.

Exhibit B-7: Process used to estimate truck costs

A	• Starting point: Average cost per mile (2019)	**$1.652**	Source: American Trucking Research Institute (ATRI) – An Analysis of the Operational Cost of Trucking 2020
B	• Adjustment by truck type: – Automotive – Intermodal – Hopper truck, tank truck, flatbed		Source: Characteristics & Changes in Freight Transportation Demand, Oliver Wyman analysis
C	• Adjustment to Cost per Net Ton Mile: – Truck payload by type – % of empty trips by type of truck		Source: Characteristics & Changes in Freight Transportation Demand, Oliver Wyman analysis
D	Cost per net ton mile: Automotive	$0.1315	
	Cost per net ton mile: Intermodal	**$0.1315**	
	Cost per net ton mile: Dry Bulk	$0.0941	
	Cost per net ton mile: Tank	$0.1329	
	Cost per net ton mile: Flatbed	$0.0806	

Drayage costs were based on net ton-mile costs, except that since drayage moves will be shorter distances, a 100-mile minimum was set at both the origin and destination. If drayage distances exceeded 100 miles, then the additional mileage charges were added to the cost, which has the effect of reducing diversion percentages, since long drays increase rail cost when compared to a truck move.

B.3 Estimation process

The data for the model came from the IHS Transearch freight database. Rail was defined as modes Rail Carload (mode=1), Rail Intermodal (mode=2) and Rail Not Elsewhere Classified (mode=3). Trucks were defined as Truck Truckload (mode=4), Truck Private (mode=6), and Truck Not Elsewhere Classified (mode=7). Less-than-truckload truck moves were excluded. The geography included was based on the description contained in Section B.1.

The Oliver Wyman truck-to-rail diversion model is a logistics regression that predicts how truck-rail market share will change based on changes in the cost differential between truck and rail. The detailed model is contained in work paper "20220121_Springfield_T2R_v19.xlsx." The truck-to-rail model is first used to estimate pre-acquisition market shares (base case) and then used to estimate post-acquisition market shares. If the difference between post-acquisition and the base case results in a gain in rail market share, the difference is the diversion estimate.

Subtracting the diversions from the base case, rather than from historical traffic volume, helps to eliminate biases in the model. The model is prevented from diverting more tons than historically moved by truck in each market. Diverted tons were then converted into carloads and containers using average weights obtained from the 2019 STB Carload Waybill Sample, as shown in Exhibit B-8.

Exhibit B-8: Conversion of diverted tons to railcars and containers

Service Type	Key	Tons/Unit	Criteria Used in STB CWS
Intermodal	I	12.86	Service Type = 2
Auto	A	21.29	Service Type = 4
Flatbed	F	81.53	AAR Cartype = F
Dry Bulk	D	90.57	Service Type = 1
Liquid Bulk	L	86.37	AAR Cartype = T

Calibration of the logistics regression model was based on the 2019 IHS Transearch freight database for truck (excluding LTL) and rail, for moves exceeding 400 miles. Coefficients were calculated for intermodal, automotive, dry bulk, liquid bulk, and flatbeds by minimizing the sum of the square error (the square of the base case model prediction minus the historical market share).[34]

[34] Oliver Wyman work paper T2R_Calibrations.xlsx.

B.4 Review and adjustment

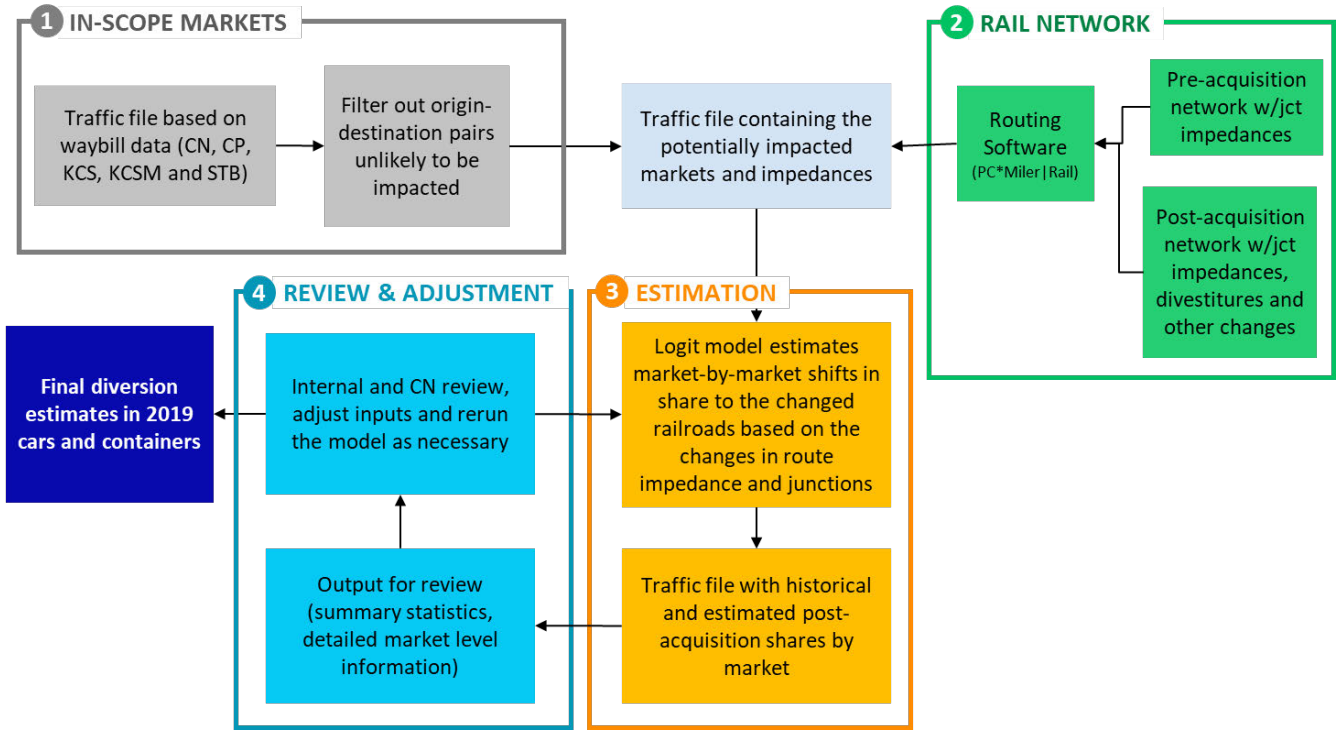
The final step was to review the diversion results internally and with CN to assess the findings. The reviews involved an explanation of the model assumptions and a review of diverted traffic, with market totals and diversion percentages removed to protect confidential data. Based on the review feedback, adjustments were made to the markets eligible for diversions and the model rerun and reviewed again.

Appendix C: Rail-to-Rail Model Description

The rail-to-rail model is contained in work papers "HC-2022January_R2R_Auto_v4.xlsx," "HC-2022January_R2R_Intermodal_v4.xlsx," and "HC-2022January_R2R_Grain_v4.xlsx." The scale of potentially divertible traffic for the Springfield Line acquisition made it possible to run the model as a spreadsheet exercise.

The components of Oliver Wyman's rail-to-rail model are shown in Exhibit C-1, with each component discussed in more detail below. This is the same structure and type of model I used to evaluate diversion analyses for railroad mergers in the 1980s and 1990s, while employed at ALK Associates. This model has been used in numerous ICC and STB rail merger cases.[35]

Exhibit C-1: Oliver Wyman rail-to-rail model



[35] For example, *see* FD 32549 Verified Statement of Mark Hornung of ALK Associates.

The key assumptions used in modeling the potential rail-to-rail diversions due to CN's acquisition of the Springfield Line were:

- A market is defined as an origin, destination, and service type.
- Market volume is fixed (a gain by CN's acquisition of the Springfield Line is offset by losses on other railroads).
- To isolate the impact of the proposed Springfield Line acquisition, junction impedances for CP-KCS are set to zero (assumes they are merged) to reflect where the merged carrier is a competitor, but no effort was made to estimate CP-KCS market share.
- Impedance and junction frequency are surrogates for costs and service quality, which are properties that influence shipper route choice selection.

C.1 In-scope markets

The data was assembled from 2019 waybill files provided by CN, CP-KCS (through FTI) and the STB. To avoid double-counting traffic, the CN waybill data was used first, then the CP-KCS waybill data with all records involving CN removed, and finally the STB Carload Waybill Sample with all records involving CN, CNUS, CPRS, CPUS, KCS, and KCSM removed. Geographic filters were applied to select traffic between CN currently served regions and the proposed new terminals in Kansas City and East St. Louis and areas served by these new terminals.

Whether or not rail traffic is competitive is dependent on a range of factors, including the type of traffic, length of haul, and volumes. The details of which markets were included and which were cut are contained in the diversion model work papers.[36] In general:

- **Intermodal**: traffic within the same BEA or neighboring BEA at both the origin and destination was considered to be competitive.

[36] Oliver Wyman work papers HC-2022January_R2R_Auto_v4.xlsx, HC-2022January_R2R_Intermodal_v4.xlsx, and HC-2022January_R2R_Grain_v4.xlsx.

- **Automotive**: since assembled automobiles tend to have more concentrated origins and disbursement destinations (e.g., auto assembly plant shipping to a region for distribution to dealers), auto diversions were restricted to a SPLC at the origin and a BEA at the destination.
- **Grain**: has some flexibility in rail loading and unloading locations. BEAs were used at the origin and destination for grain diversions.

C.2 Rail network

The traffic diversion model is network-based, where before and after scenarios are constructed that reflect pre- and post-transaction changes to the network. In the case of the Springfield Line acquisition by CN, I assumed the "before case" is the current North American rail network with CP-KCS merged. This reflects CN's request that the Springfield Line be divested as a condition of the merger. I did not attempt to determine CP-KCS post-merger market shares; I included CP-KCS for the purpose of modeling the competitive routes.

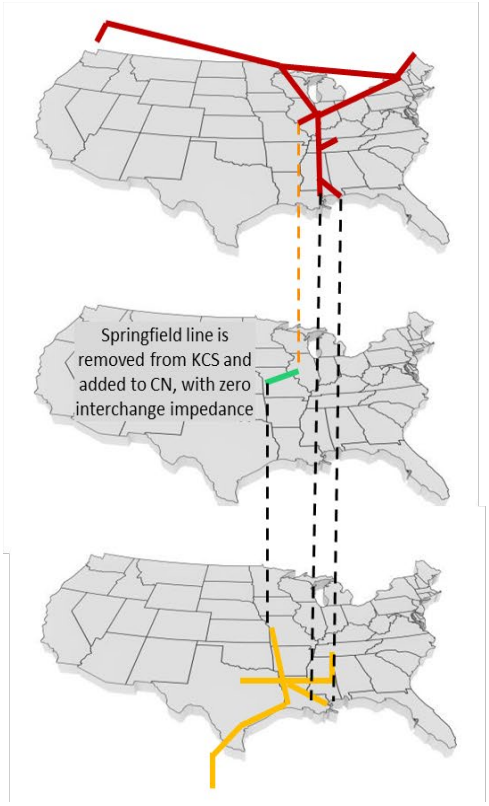
Exhibit C-2 demonstrates the type of changes made to the post-merger network. "Vertical" junction links are added reflecting interchanges, and impedances (which represent an "interchange cost" specified in terms of miles) are assigned based on historical traffic volumes at the junction between railroads. A 350-mile impedance is used for high-volume junctions, while a 650-mile impedance is used for low-volume junctions. A junction between two railroads in the same family, as would be the case for CP-KCS interchange locations post-merger, is assigned an impedance of zero. The rules for assigning impedances to junctions are provided in Exhibit C-3. In modeling the Springfield Line, I assumed the pre-acquisition base case has an impedance of 650 miles between CN and KCS at Springfield.[37] In the post-acquisition case, the impedance is set to zero, reflecting the assumption that the Springfield Line is part of CN.

[37] The name "Springfield" is used for the interchange in the Springfield area, which is physically at Cockrell, IL.

Exhibit C-2: Defining the network-based scenarios

Post-Merger Network

Illustrative – does not show all railroads included in model



Pre and Post-Acquisition Network Scenarios

- **Pre-Acquisition**: CN and KCS have low interchange volumes at Springfield/Cockrell in the 2019 base year, therefore the impedance is set to 650 miles.
- **Post-Acquisition**: the Springfield line is considered part of CN, and there is a zero interchange impedance for CN to move traffic over this line to any location, including Kansas City and St. Louis.
- **Other Interchanges**: all other interchange locations between railroads are retained at the impedances reflecting 2019 base year interchange volumes. This has the effect of keeping the gateway open and operating as it did in 2019.
- **Example**: moving from Detroit to Kansas City on CN-KCS through Springfield has an impedance of 1404 (754 miles + 650 jct imp) pre-acquisition, and 754 (754 miles + 0 jct imp) post-acquisition

Exhibit C-3: Junction impedances are set based on historical volumes from waybill data

2019 Interchange Volume	Junction Impedance	Notes
Same Family	0	No impedance at the interchange
< 730	650	< 2 loaded units/day
730 to < 3,650	550	2 to 10 loaded units/day
3,650 to < 17,800	450	10 to 50 loaded units/day
> 17,800	350	> 50 loaded units/day

C.3 Estimation process

A logit model is used to estimate the pre-acquisition market shares (base case) and post-acquisition market shares, with the difference between post-acquisition minus the base case being the diversion estimate. Subtracting the diversions from the base case rather than from historical traffic volumes helps to eliminate biases in the model.

The coefficients for the logit model were calibrated using the STB 2019 Carload Waybill Sample.[38] Coefficients were calculated for intermodal, automotive, and all other by minimizing the sum of the square error (base case model prediction minus historical volumes). The coefficients are applied to the route impedance divided by the minimum impedance in the market and the route junction frequency plus one, divided by the minimum junction frequency in the market plus one.

The logit model is formulated as:

$$Share\ for\ route_i = \frac{probability\ shipper\ selects\ route_i}{sum\ of\ probabilities\ for\ all\ routes\ in\ market}$$

The model is run by comparing the route characteristics of:

- All historical routes in the market, where a route is defined as the railroad sequence used from the origin to the destination
- The route that was added or changed (i.e., CN with Springfield Line)
- Other routes that may not have historical share, but are potentially competitive in the market

As an example, for intermodal traffic moving from Detroit to Kansas City, there are three possible single-line competitors:

- NS, which historically has moved traffic in this lane
- CN with the Springfield Line as a new competitor
- CP, which has not historically moved intermodal traffic, since it does not have an intermodal terminal in Kansas City. However, a CPKC route is added with zero historical share, since it would be a competitor post-merger and post-acquisition of the Springfield Line by CN.

[38] Oliver Wyman work papers HC-R2R_IM_Calibration.xlsx, HC-R2R_Auto_Calibration.xlsx, and HC-R2R_Other_Calibration.xlsx.

C.4 Review and adjustment

The final step was to review the diversion results internally and with CN to assess the findings. The reviews involved an explanation of the model assumptions and a review of diverted traffic, with market totals and diversion percentages removed to protect confidential data. Based on the review feedback, adjustments were made to the markets eligible for diversions and the model rerun and reviewed again.

Exhibit 12B

Verified Statement of Keith Reardon

PUBLIC VERSION

BEFORE THE
SURFACE TRANSPORTATION BOARD

STB FINANCE DOCKET NO. 36500 (SUB-NO. 1)

ILLINOIS CENTRAL RAILROAD COMPANY – ACQUISITION OF A LINE OF RAILROAD BETWEEN KANSAS CITY, MO, AND SPRINGFIELD AND EAST ST. LOUIS, IL – KANSAS CITY SOUTHERN RAILWAY COMPANY

STB FINANCE DOCKET NO. 36500 (SUB-NO. 2)

ILLINOIS CENTRAL RAILROAD COMPANY – TRACKAGE RIGHTS BETWEEN AIRLINE JUNCTION, MO, AND GRANDVIEW, MO – KANSAS CITY SOUTHERN RAILWAY COMPANY

STB FINANCE DOCKET NO. 36500 (SUB-NO. 3)

CANADIAN NATIONAL RAILWAY COMPANY AND ILLINOIS CENTRAL RAILROAD COMPANY – CONTROL – GATEWAY EASTERN RAILWAY COMPANY

STB FINANCE DOCKET NO. 36500 (SUB-NO. 4)

ILLINOIS CENTRAL RAILROAD COMPANY – ASSIGNMENT OF KCS TRACKAGE RIGHTS BETWEEN ROCK CREEK JUNCTION, MO, AND AIRLINE JUNCTION, MO – UNION PACIFIC RAILROAD COMPANY

VERIFIED STATEMENT OF KEITH REARDON

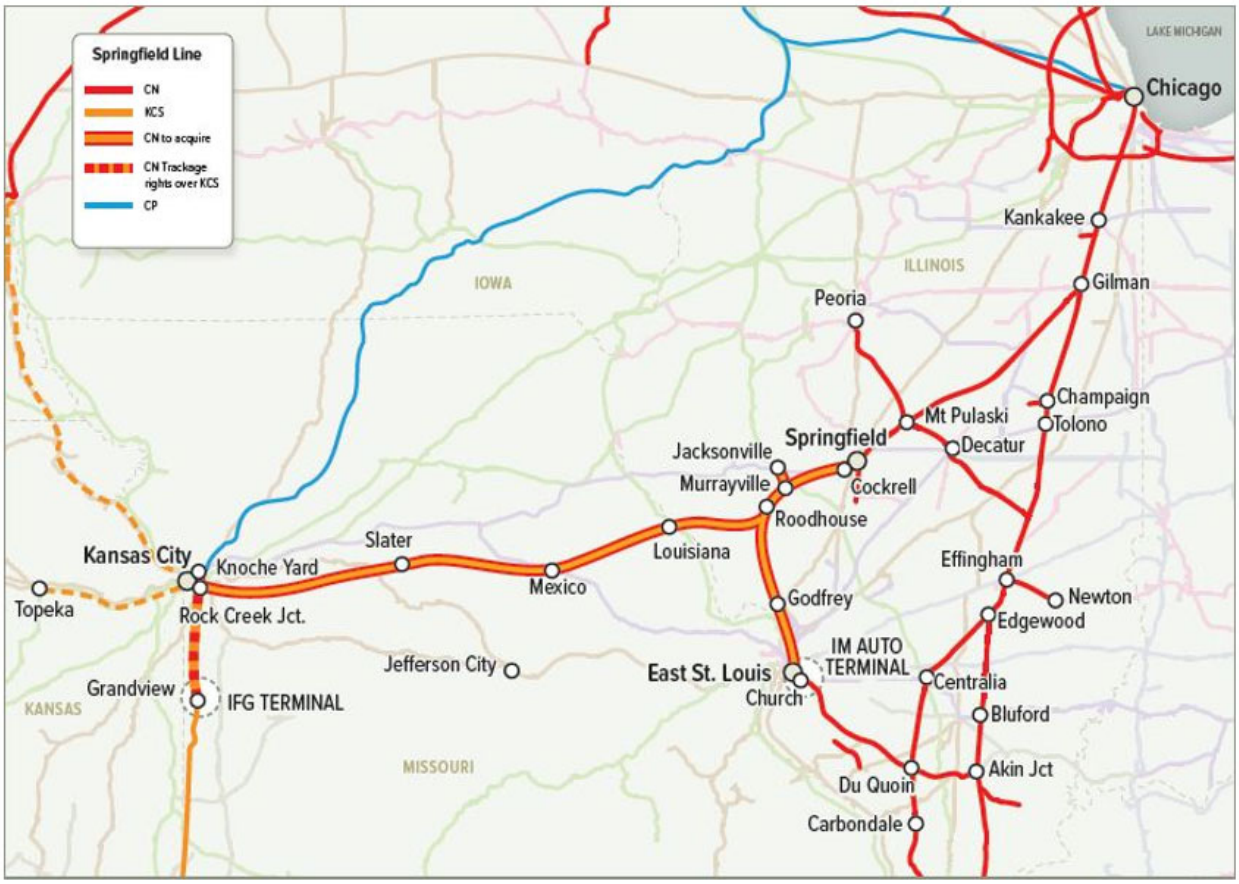
My name is Keith Reardon. I currently serve as Senior Vice-President, Consumer Product Supply Chain Growth, for CN, a role I assumed in 2018. I am responsible for the execution and expansion of CN's intermodal and automotive

businesses, leading the commercial and non-rail operations in my supply chains, and adapting last-mile services for customers. I also oversee all aspects of the Company's domestic and international intermodal and automotive activities, and CN's Supply Chain Sales groups, corporate revenue planning, and business development.

Prior to my appointment as Senior Vice-President, Consumer Product Supply Chain Growth, my positions at CN have included Vice-President of Intermodal and Automotive from 2017 to 2018; Vice-President of Intermodal Services from 2012 to 2017; and Vice-President of Supply Chain Solutions from 2009 to 2012, where I was responsible for, among other things, CN's non-rail transportation services, including transloading, freight forwarding, and warehousing. I have also directed many supply chain and business development initiatives for CN, working closely with CN customers and partners. I have more than 25 years of experience in the field of logistics. I hold a Bachelor of Arts degree in Marketing and an MBA from the University of North Florida.

Given my current role and experience, I am knowledgeable about the CN's vision for the Springfield Line as shown in Figure 1 below if the Board orders divestiture of the line to CN. As shown in Figure 1 below, CP and KCS own parallel tracks in this corridor. The merger, however, will diminish the incentive of CP-KCS to efficiently utilize the Springfield Line because that would threaten to divert traffic from CP.

Figure 1: The Springfield Line Divestiture to CN



If CN acquires the Springfield Line, CN is committed to invest $250 million in the Springfield Line as well as the adjacent CN Gilman Subdivision in Illinois. CN's investment would have substantial benefits for intermodal and automotive customers. CN would also add new automotive and intermodal terminal facilities in East St. Louis yard and in the International Freight Gateway (IFG) outside of Kansas City. Ownership of the line will enable CN to invest to address current inadequate facilities on the Springfield Line near Cockrell, expand existing sidings in Illinois and Missouri, and add a new siding. These investments benefit local and overhead customers who rely on the line. As a responsible steward for the Springfield Line, CN

will create substantial benefits for intermodal and automotive rail customers from new terminal service offerings, increased service, reduced transit times, and increased resilience from supply chain disruptions. This is responsive to current needs of customers, who have moved from just-in-time inventory management to a just-in-case approach in the last two years.

The benefits of the Springfield divestiture extend beyond our rail customers. CN's diversion analysis performed by David Hunt concludes that CN can take more than 80,000 long-haul trucks off the highways annually that have been traveling hundreds of miles. This benefits communities by reducing congestion on highways and benefits the environment by reducing carbon emissions. It also furthers the Board's and the Biden Administration's sustainability and conservation goals. Without divestiture of the Springfield Line to CN, these benefits would be permanently foreclosed by a CP-KCS merger. These benefits will not be achieved without divestiture of the Springfield Line.

CP-KCS will not be harmed by divestiture of the KCS line, as they will continue to own the CP line between Kansas City and Chicago, and I understand that their Application has focused their investment plans solely on that parallel CP line. Nor would local customers on the Springfield Line lose their ability to reach points on the KCS (and if the Board approves the combination, points on the CP-KCS) because CN is proposing a haulage agreement for the merged CP-KCS under which CN would provide service on the line. CP-KCS would have ratemaking authority for local customers on the line. Nor would a merged CP-KCS lose the ability to interchange

with other railroads in East St. Louis, which would be permitted under the haulage agreement.

I. DIVESTITURE OF THE SPRINGFIELD LINE WILL ENSURE THAT A UNIQUE RAIL ASSET IS EFFICIENTLY UTILIZED.

The Springfield Line has been a competitive route for rail customers between Kansas City and Chicago for more than 100 years. That line served as a direct connection between Kansas City and Chicago until 1989, when it became owned by two railroads instead of one. In the period since, the Springfield Line has continued as a competitive commercial routing option in the Kansas City to Chicago corridor. The combination of CP and KCS would sever the Springfield Line's connection to Chicago that has been in place for more than 140 years.

As early as 1878, the Springfield Line was under common ownership with a line to Chicago. The Springfield Line came into control by the Alton Railroad in 1878 and connected Chicago to Kansas City, Missouri and East St. Louis, Illinois. The Alton Railroad merged with the Gulf, Mobile and Ohio Railroad, which in 1972 merged with the Illinois Central Railroad and formed the Illinois Central Gulf Railroad (ICG). ICG sold the Chicago to Kansas City/East St. Louis route, including the Springfield Line, in 1987 to the Chicago, Missouri and Western Railway (CM&W). CM&W could not service its debt with revenues and declared bankruptcy. A bankruptcy trustee in 1989 sold the CM&W lines to two separate railroads. The Southern Pacific subsidiary known as SPCSL Corp. (now part of Union Pacific) purchased the Chicago to East St. Louis line in 1989. Gateway Western subsequently

purchased the remaining portion from the CM&W Trustee out of bankruptcy in 1990. KCS purchased Gateway Western in 1997.

When the ownership of the segment to Chicago was severed in the bankruptcy proceeding, the railroads and the Board's predecessor took steps to ensure the Springfield Line would have access to Chicago with the owner of the Springfield Line having ratemaking authority between Kansas City and Chicago. This included a haulage agreement with the SPCSL Corp., a subsidiary of Southern Pacific Transportation Company, as well as unrestricted trackage rights for Illinois Central Railroad Company that allow interchange with KCS at Cockrell (near Springfield, Illinois). SPSCL then merged with Union Pacific as part of the UP-SP merger. At the time of the UP-SP merger in 1996, railroads acted to maintain the Springfield Line's connection to Chicago. Gateway Western negotiated with UP-SP so that traffic could move between Kansas City and Chicago via Springfield and Illinois Central's line to Chicago. That interchange at Springfield between KCS and CN has been in place since then. As Daniel Bresolin explains in his verified statement, CN has worked with KCS to use the Springfield Line as a connection to Chicago via CN. Those efforts include an alliance agreement with KCS, which was developed as part of the CN-IC merger, that sought to move intermodal and other traffic via the Springfield Gateway between Kansas City and CN's midwestern network, including Chicago.

To be sure, KCS' Springfield Line is currently underutilized despite its ability to connect Kansas City and Chicago. I understand KCS previously recognized the enormous potential of this line by upgrading it to a "Speedway" that would provide

superior service to CP's parallel line.[1] But a merged CP-KCS would not have the incentive to preserve and improve the Springfield Line. I understand Applicants do not plan any merger-related investment in the Springfield Line. I likewise understand that they are not adding new intermodal and automotive terminal facilities in East St. Louis. Nor do they intend to expand the yard track and sidings on the line. This is not surprising because CP has a parallel track between Kansas City and Chicago, and any investment in the Springfield Line threatens its parallel route. There is no reason for CP to steal from Peter to pay Paul.

Favoring the CP parallel routing and starving the Springfield Line of capacity improvements would deprive customers of a competitive rail option between Chicago and Kansas City, as well as a means of efficiently getting to East St. Louis. Ultimately, allowing a merged CP-KCS to maintain control of the Springfield Line would reduce customers' competitive options between Kansas City and Chicago (and beyond to Detroit and Eastern Canada). The Springfield Line would remain underutilized. This would harm not only customers who would use the Springfield Line, but also customers throughout the U.S. and North American rail network, who need resiliency and optionality in their supply chains. Allowing a crucial vein of the U.S. rail network between Kansas City and Chicago to remain underutilized negatively impacts the resiliency, capacity, and efficiency of the entire rail network

[1] *See*, *e.g.*, Exhibit 14, June 3, 2021 CN-KCS Presentation Slides, Bernstein's 37th Annual Strategic Decisions Conference ("Bernstein Slides"), at 5 (touting the "Kansas City Speedway – connecting CN's Midwest foothold and the KC region").

in a moment in history when more—and not less—supply chain solutions are sorely needed.

By contrast, if the Springfield Line were divested, CN would ensure it is utilized efficiently. In particular, CN would invest $250 million in the Springfield Line and CN's adjacent Gilman Subdivision within three years of the transaction in order to unlock the value of the Line for the benefit of customers and communities. The Springfield Line would offer faster, safer, more efficient rail service between the key gateways of Kansas City, East St. Louis, Chicago, Detroit, and beyond to Eastern Canada. The extensive capital projects CN would undertake are explained in detail in our responsive application.

II. DIVESTING THE SPRINGFIELD LINE TO CN WOULD BENEFIT INTERMODAL AND AUTOMOTIVE CUSTOMERS.

With the Springfield Line running parallel to CP's mainline between Kansas City and Chicago, a CN-owned Springfield Line would renew important, alternative single-line routing options for traffic moving between Kansas City and Chicago. It would also establish single-line routing options to other points on CN's network and Kansas City. CN—by growing the Springfield Line–would compete directly with trucks, and other railroads, including a combined CP-KCS single-line route.

Divestiture of the Springfield Line would particularly benefit intermodal and automotive customers who ship to or from Detroit and Toronto. As explained in more detail in the Verified Statement of Sarah Slazinski, CN serves numerous auto plants and associated businesses in the Detroit and Toronto area. CN's route to move intermodal and automotive traffic between Detroit and Kansas City is shown in

Figure 2, its route between Toronto and Kansas City is shown in Figure 3, and its route between Montreal and Kansas City is shown in Figure 4. The new CN route will be a direct and efficient way of connecting these areas to Kansas City. CN's new route will particularly benefit intermodal and automotive customers because CN's ability to serve those customers is limited by its trackage rights and tunnel height restrictions at the U.S./Canada border. As such, CN's new single-line access between Toronto and Detroit to Kansas City and East St. Louis would lower costs, offer access to new destination automotive markets near Kansas City, and increase the supply chain resiliency for finished autos and auto parts.

Figure 2: CN Route Between Detroit and Kansas City via Springfield Line

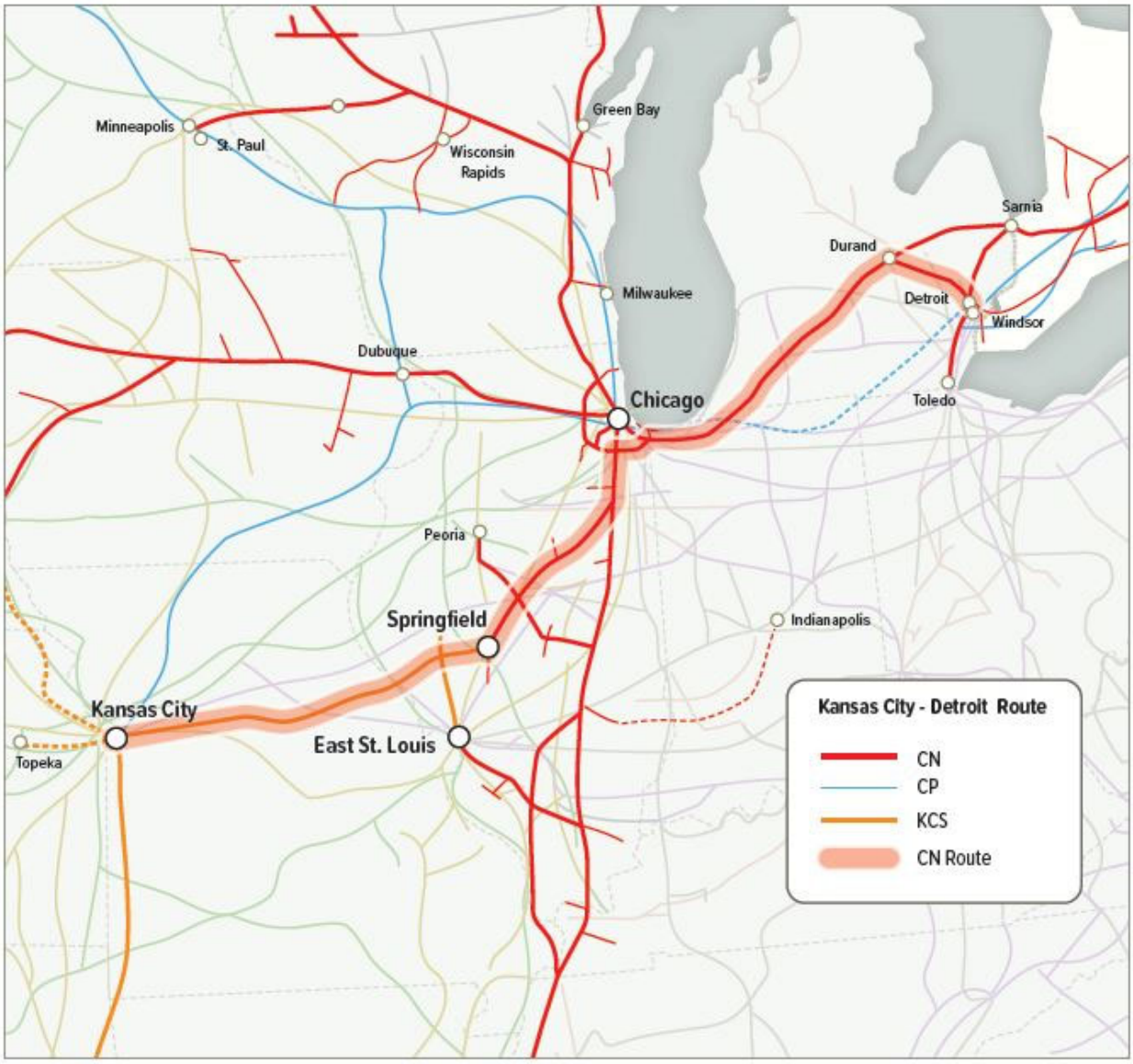


Figure 3: Springfield Divestiture to CN Increases Rail Options Between Toronto and Kansas City

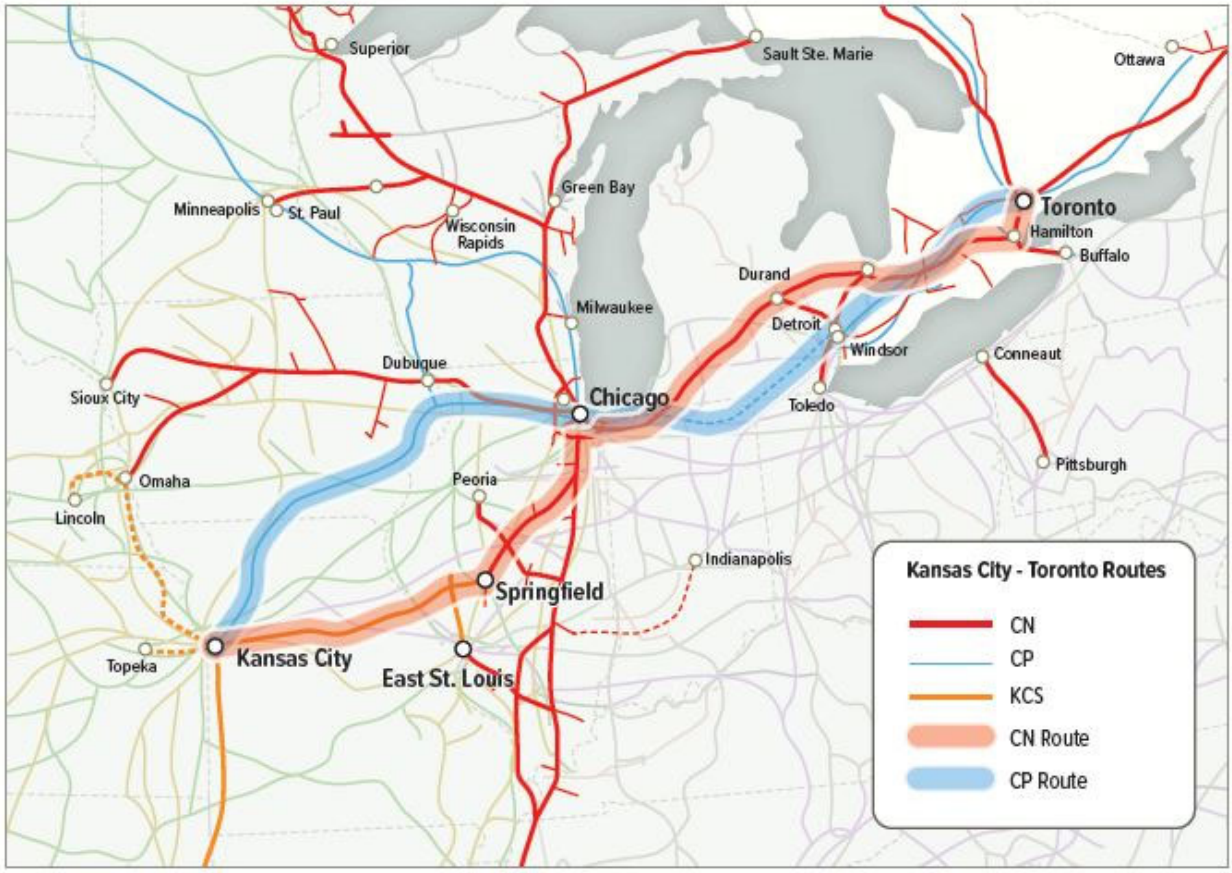
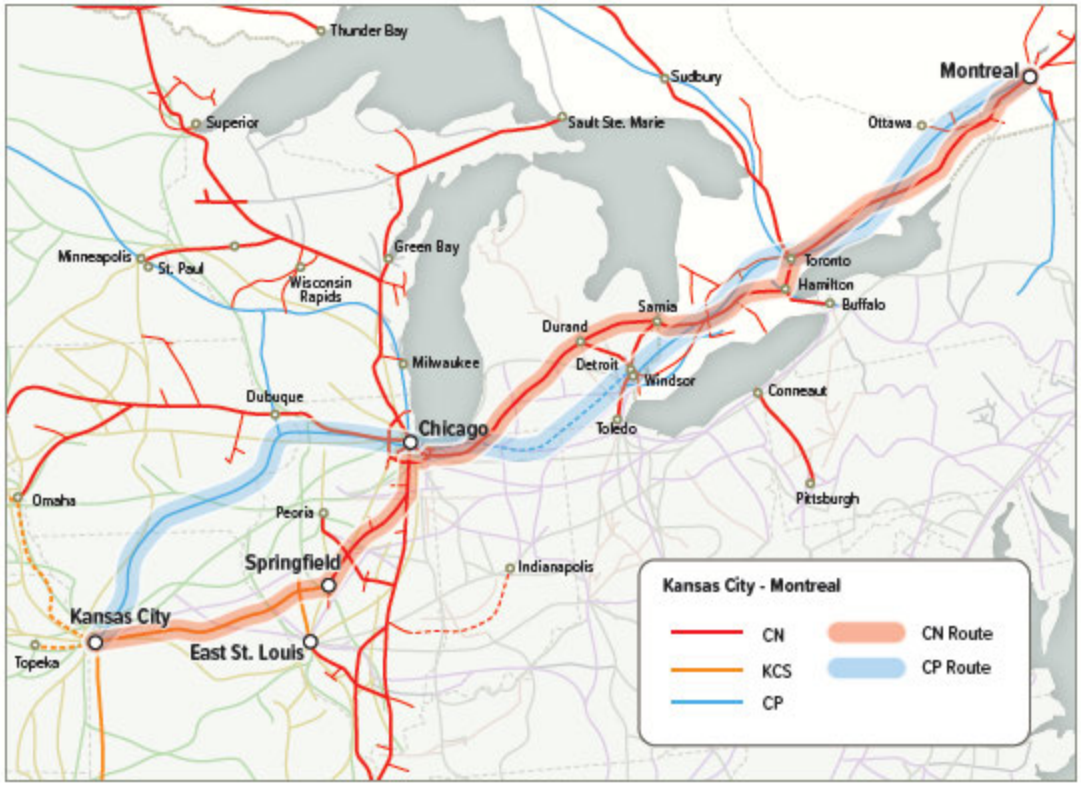


Figure 4: Springfield Divestiture to CN Increases Rail Options Between Montreal and Kansas City



Importantly, CN's proposal for the Springfield Line divestiture would only *increase* the transportation choices of all of KCS' current customers on the Springfield Line. This is because CN would give CP-KCS haulage rights to continue to commercially access customers on the Springfield Line, while CN would provide service to customers on the line. In this way, all customers on the Springfield Line would gain an option, and no local customer would lose a rail option. In addition, CN would give the merged CP-KCS overhead haulage rights to interchange with other carriers, including CSX Transportation, Inc., in the East St. Louis terminal.

III. DIVESTING THE SPRINGFIELD LINE TO CN WOULD OFFER SIGNIFICANT BENEFITS TO U.S. RAIL CUSTOMERS, COMMUNITIES, AND THE ENVIRONMENT.

Beyond the benefit to automotive customers, divestiture of the Springfield Line to CN—given CN's commitment to invest $250 million—would generally improve transportation options for customers, better utilize the U.S. rail network, increase rail-to-rail competition, and take more than 80,000 long-haul trucks off the road annually through increased truck-to-rail competition, among many other benefits. Many customers, including intermodal and automotive, would particularly benefit, as would any customers who rely on the corridors between Kansas City and Chicago, Detroit, and Eastern Canada.

By increasing average train speeds on the Line, as CN's investment would accomplish, traffic will flow more efficiently over it, reducing transit times and increasing capacity. CN expects to add approximately two trains per day to the CN network between CN's automotive and intermodal facilities near Chicago (in Hazel Crest and Harvey, Illinois) and Kansas City once the Line investments are completed as expected in year 3. These investments will, in turn, stimulate more business, more jobs, and more market opportunities for customers and communities along the Springfield Line. As Derek Taylor explains, Illinois Central will be hiring to staff the Springfield Line and will offer priority hiring consideration to active employees on the Springfield Line for IC's open positions. Illinois Central projects to hire more than 125 union employees, including conductors, engineers, and maintenance of way personnel. Illinois Central also expects to hire more than 10 managers. These jobs are in addition to labor needs for CN's construction activity for the capital

investments in the Springfield Line, as well as jobs that will be added locally as a result of CN's new intermodal and automotive terminal facilities in Kansas City and East St. Louis. For example, I would expect that the new single-line route between Kansas City and Chicago would attract new businesses to locate along the Springfield Line, offering communities additional new employment opportunities.

A CN-owned Springfield Line would not only give customers the benefits of increased rail-to-rail and truck-to-rail competition, it would also renew single-line service between Kansas City and Chicago and open up new single-line service to origin and destination markets beyond. This offers enhanced optionality and competitive advantage to customers. The verified statements of Daniel Bresolin, Sarah Slazinski, and David Przednowek discuss the benefits for intermodal, automotive, and grain customers, respectively. A CN-owned Springfield Line would give more customers access to CN's innovative product offerings, which would particularly benefit intermodal customers, including CN's industry-leading temperature-protected product offerings that are needed in Kansas City, where many producers of refrigerated products are located, as Daniel Bresolin explains. Integrating the Springfield Line into CN's three-coast network would connect customers in Kansas City to the value offered by CN's network, which reaches key domestic gateways through the U.S. heartland, as well as international ports on the East, West, and Gulf coasts. CN is a supply-chain enabler with strong relationships with international port authorities and all of the major ocean carriers.

Finally, CN's plan to invest in the Springfield Line would benefit local communities and the environment by taking 80,000 long-haul trucks off the road annually, particularly along I-94 in Michigan and Indiana, I-55 in Illinois, and I-72 in Missouri. Daniel Bresolin discusses lanes between Kansas City and Chicago, Detroit, and Eastern Canada where trucks are moving intermodal containers. That traffic could be converted to rail. Overall, a CN-owned Springfield Line would generate a larger reduction in truck traffic than what CP and KCS have projected to achieve for their entire merger.

I am excited about the potential opportunities to bring value and better service to customers by integrating the Springfield Line into CN's network. Allowing CN to invest in the underutilized Springfield Line to build a safer, faster line is good for customers to help them grow and reach markets for their products. There is no reason to allow the CP-KCS merger to move forward without ensuring that customers' competitive options are undiminished, and without ensuring the parallel KCS Springfield Line that competes directly with the northern alternative CP route may be utilized to its full potential. Only divesting the Springfield Line to CN will prevent harm to customers, accomplish these critical goals, and achieve the corresponding substantial benefits.

PUBLIC VERSION

VERIFICATION

I, Keith Reardon, declare under penalty of perjury under the laws of the United States that the foregoing information is true and correct. Further, I certify that I am qualified and authorized to file this statement.

Executed on this 28th day of February, 2022.

Keith Reardon

PUBLIC VERSION

Exhibit 12C

Verified Statement of
Daniel R. Bresolin

PUBLIC VERSION

BEFORE THE
SURFACE TRANSPORTATION BOARD

STB FINANCE DOCKET NO. 36500 (SUB-NO. 1)

ILLINOIS CENTRAL RAILROAD COMPANY – ACQUISITION OF A LINE OF RAILROAD BETWEEN KANSAS CITY, MO, AND SPRINGFIELD AND EAST ST. LOUIS, IL – KANSAS CITY SOUTHERN RAILWAY COMPANY

STB FINANCE DOCKET NO. 36500 (SUB-NO. 2)

ILLINOIS CENTRAL RAILROAD COMPANY – TRACKAGE RIGHTS BETWEEN AIRLINE JUNCTION, MO, AND GRANDVIEW, MO – KANSAS CITY SOUTHERN RAILWAY COMPANY

STB FINANCE DOCKET NO. 36500 (SUB-NO. 3)

CANADIAN NATIONAL RAILWAY COMPANY AND ILLINOIS CENTRAL RAILROAD COMPANY – CONTROL – GATEWAY EASTERN RAILWAY COMPANY

STB FINANCE DOCKET NO. 36500 (SUB-NO. 4)

ILLINOIS CENTRAL RAILROAD COMPANY – ASSIGNMENT OF KCS TRACKAGE RIGHTS BETWEEN ROCK CREEK JUNCTION, MO, AND AIRLINE JUNCTION, MO – UNION PACIFIC RAILROAD COMPANY

VERIFIED STATEMENT OF DANIEL R. BRESOLIN

My name is Daniel R. Bresolin. I currently serve as Vice-President, Intermodal, for Canadian National ("CN"), a role I assumed in 2020. I joined CN in 1999 and have taken on increasing responsibilities through my various prior roles as

Assistant Vice-President Intermodal, Assistant Vice-President International Intermodal, Director of Marketing, Intermodal International and Director of Sales of both Strategic Sales and Domestic Intermodal. In my current role, I focus on driving growth in both domestic and international intermodal traffic, and I am responsible for all components of CN's international and domestic intermodal portfolios, including regional sales, marketing, customs brokerage, and CN supply chain logistics services. As a former Rail Conductor and Intermodal Crane Operator, I take great pride in my knowledge and experience in rail operations and in helping add value for CN's intermodal customers.

Given my current role and experience, I am intimately familiar with CN's current intermodal business, and its successful track record of investing in and growing domestic and international intermodal traffic to help our customers. In this statement, I describe the ways in which U.S. intermodal customers would benefit from CN's ownership of, and investment in, the Springfield Line. These benefits include unlocking the full potential of the Springfield Line, increasing competition, increasing overhead and local service, and reducing transit time on the line.

I. CN IS THE RAIL INDUSTRY LEADER IN INTERMODAL GROWTH AND SERVICE OFFERINGS FOR OUR CUSTOMERS.

CN is proud to be the industry leader in intermodal growth and service offerings. CN is committed to growing *with* its intermodal customers and is skilled at providing tailored supply-chain solutions that help our intermodal customers access markets in their supply chains. CN's future-oriented planning, customer-minded investments, and innovative product offerings have resulted in incredible growth in

our intermodal traffic. Since 2010, CN has grown its intermodal business {Redacted}} by volume.

CN's growth in the intermodal sector is directly linked to CN seeing ourselves as a partner with our customers. CN understands the importance of its role in the supply chain. CN's intermodal investment strategy thus focuses on offering new and innovative business solutions to our intermodal customers to help them move their goods to fulfill consumer demand. As a result, shippers are choosing us: CN has the fastest growing intermodal traffic in the industry by volume, and intermodal is the fastest growing segment within CN's total book of rail business.

This vibrant intermodal growth reflects CN's commitment to its intermodal customers. CN offers the widest range of intermodal products and service offerings of all Class I railroads. To offer even more supply-chain solutions to our intermodal customers, in 2019, CN added TransX, a refrigerated specialist, which has a leased network of 11 distribution centers and owns or leases approximately 1,400 temperature-controlled containers. CN combines these robust and flexible service offerings with a North American intermodal network that accesses three coasts: East, West, and Gulf. As a result, CN's intermodal network has the reach and capacity to bring value and optionality to our international and domestic intermodal customers.

In addition to the TransX network, CN's core intermodal network includes 23 intermodal terminals, including the Chicago Intermodal Terminal and Memphis Intermodal Terminal; a state-of-the-art logistics park in Calgary, Alberta; and partnerships or supply chain agreements with 7 port authorities and 15 ocean

terminal operators, including the Ports of New Orleans and Mobile, and access to the ports of New York and Philadelphia via a partnership with CSX.

CN also offers unparalleled equipment and infrastructure options to tailor our intermodal service offerings to meet our customers' needs. In particular, the CN family offers a fleet of more than {{Redacted}} containers and {{Redacted}} chassis, a centralized dispatch group, its own trucking division (CNTL, one of Canada's largest trucking companies), a logistics management team, and an {{Redacted

}}. CN also has numerous products, including heated, refrigerated, and dry containers, and access to CN's domestic wholesale partnership fleet.

In fact, CN offers one of the largest fleets of refrigerated containers and is the first railroad to introduce a refrigerated program operating in Canada, the United States, and Mexico with traceability and post-audit capability. This program, CargoCool®, provides a cost-competitive and eco-friendly approach to moving temperature-sensitive goods. CN's temperature-controlled domestic and overseas intermodal service is the Canadian industry leader with recent and successful expansion into the U.S. Gulf region. We offer innovative food safety compliance processes and state of the art equipment and technology. CN's temperature-protected fleet includes {{Redacted}} CN-owned or leased temperature-controlled domestic containers ({{Redacted}} refrigerated units and {{Redacted}} heated units, {{Redacted}}

genset/powerpacks (each of which power up to 17 containers, a vastly greener option when compared to refrigerated trucking, which requires one powerpack for each truck container) with {{Redacted }} and {{Redacted}} nosemount gensets. CN's CargoCool® facilitates the intermodal movement of produce, fruits, processed foods, and animal proteins (*e.g.*, beef, pork, poultry).

I am proud that CN's three-coast network, wide array of intermodal services, and industry-leading infrastructure and equipment options make it possible for CN's intermodal customers to reach as many markets as possible, as quickly, economically, and safely as possible. If the market has a need, CN responds. CN helps meet the needs of our customers by putting together innovative solutions. For example, in 2021, in response to the congestion and delays in vessel unloading at ports on the U.S. West coast, CN offered a new priority train service between the Port of Prince Rupert and Chicago, which helped expedite sorely needed consumer products that would have otherwise been delayed in transit in the water waiting for the vessel to dock and unload during the supply-chain disruption. CN's solution to connect customers using the Port of Prince Rupert with a priority train service offered customers a faster option to reach Chicago, and helped relieve congestion in West coast ports of Los Angeles and Long Beach.

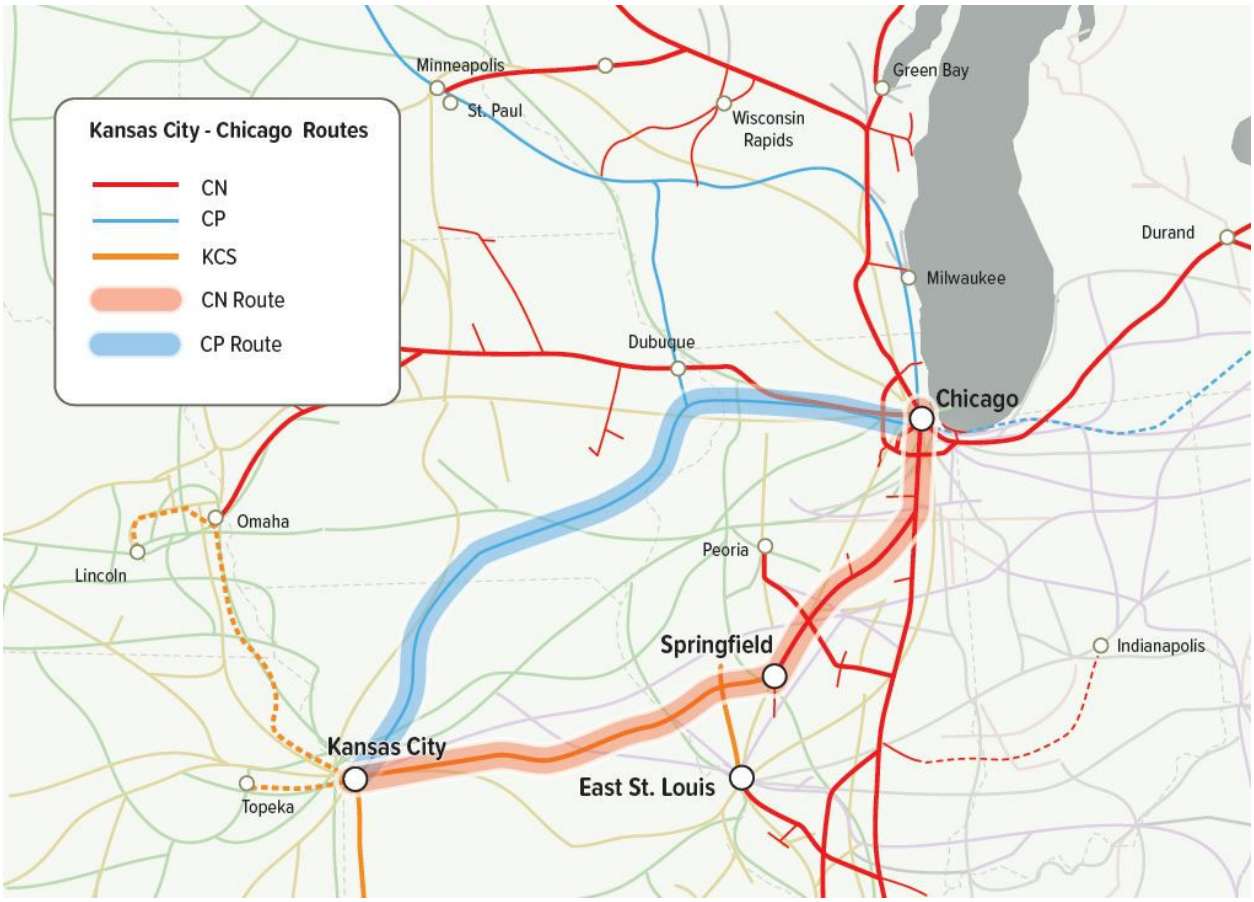
I am excited about the possibility of offering industry-leading services to more intermodal customers if the Board grants CN's condition to divest the Springfield Line to CN. This will enable CN to invest in the Springfield Line to rehabilitate the line, increase service, and reduce transit times for customers. With CN's planned

investment, CN would build the Springfield Line into a single-line rail option for customers to help take trucks off the road, including in Illinois, Indiana, Michigan, Louisiana, Missouri, Mississippi, Tennessee, Alabama, and the provinces of Ontario and Quebec.

II. DIVESTITURE OF THE SPRINGFIELD LINE TO CN IS NECESSARY TO ENSURE EFFICIENT UTILIZATION OF AN IMPORTANT RAIL ASSET.

The Springfield Line was previously a part of the Illinois Central Railroad Company. For more than 100 years, the Springfield Line has served as a competitive rail option between Kansas City and Chicago. Today the Springfield Line is owned by KCS, and it is parallel to CP's own line in the Kansas City to Chicago corridor as shown in Figure 1.

Figure 1: CP and KCS have Parallel Lines in the Kansas City to Chicago Corridor



A. Intermodal Customers Are Eager For More Competitive Rail Transportation Options Between Chicago and Kansas City.

Divestiture of the Springfield Line is necessary so that a merged CP-KCS does not own two parallel lines between Kansas City and Chicago. A merged CP-KCS would have little incentive to improve the Springfield Line and partner with other railroads to provide service to reach Chicago. Instead, the merged CP-KCS would favor the parallel CP line, investing in that northern route and investing no capital resources in the parallel Springfield Line. The merged parties would understand that any traffic on the Springfield Line would potentially come at the expense of CP's line.

While understandable that CP-KCS would want to maximize their bottom line, that would be bad for customers.

Intermodal customers are eager for more competitive rail transportation options between Chicago and Kansas City. Customers have in the past, and continue to have, a strong interest in moving intermodal shipments between those two critical U.S. gateways. As shown below in Figure 2, intermodal containers are moving by truck on highways between Chicago and Kansas City and their vicinities. These intermodal lanes are from David Hunt's analysis using 2019 IHS Markit Transearch data.[1] Divestiture of the Springfield Line would enable CN to compete for these truck moves to convert containers to rail.

Figure 2: Intermodal Containers Moving By Truck Between Kansas City and Chicago and Their Vicinities

Origin BEA	Destination BEA	Average Miles
Chicago, IL	Columbia, MO	383.5
Chicago, IL	Joplin, MO	590.2
Chicago, IL	Kansas City, MO	499.9
Chicago, IL	Springfield, MO	510.2
Detroit, MI	Columbia, MO	630.3
Detroit, MI	Joplin, MO	824.7
Detroit, MI	Kansas City, MO	757.0
Detroit, MI	Springfield, MO	754.2
Detroit, MI	St. Louis, MO	560.0
Detroit, MI	Springfield, IL	505.3
Kansas City, MO	Chicago, IL	497.7
Kansas City, MO	Detroit, MI	768.4
Springfield, MO	Detroit, MI	735.8

[1] Workpapers of David Hunt, "TransearchTruckDistances.xlsx."

Ensuring the Springfield Line is an alternative to CP is also important because it preserves optionality for customers given congestion in Chicago. For example, in summer 2021, supply chain disruptions resulted in two Class I railroads embargoing their intermodal rail yards in Chicago to reduce congestion. This example emphasizes the need for preserving alternate rail options and preventing the loss of rail capacity on the corridor between Chicago and Kansas City.

The CP-KCS merger eliminates KCS's incentive to use the Springfield Line as a competing alternative to the parallel CP line between Kansas City and Chicago and work with other carriers. This is underscored by the CP-KCS Application. I understand that the three-year plan set out in the Application does not include any improvements on the Springfield Line, and virtually no transaction-related traffic growth by overhead customers or local customers on that line.

B. CN is Committed To Investing In the Springfield Line To Preserve the Corridor for Seamless Transit To Chicago and Beyond.

Keith Reardon explains that CN is committed to investing $250 million in the Springfield Line and CN's adjacent Gilman Subdivision. CN plans to grow the capacity of the Springfield Line to accommodate 10,000-foot intermodal and automotive trains. CN will add a new siding at Cockrell to address currently inadequate facilities at that location. CN also plans to add a new yard track at Roodhouse and extend the siding at Roodhouse. CN will invest to expand other sidings along the Springfield Line in Illinois and Missouri as Derek Taylor explains.

CN will add new intermodal and automotive facilities in the East St. Louis Yard that are not currently available in that yard. CN does not have any intermodal

facilities in East St. Louis. CN will also add its own intermodal and automotive facilities in the International Freight Gateway (IFG) Yard, which is a 356-acre facility outside of Kansas City in Grandview, Missouri. These new facilities will give intermodal customers shipping to and from Kansas City more options to reach markets.

This divestiture would not undermine any investment planned by CP-KCS. I understand that they do not plan to increase the intermodal capacity at the IFG location and instead plan to use the existing facility. Nor does CP-KCS plan to add intermodal and automotive facilities to KCS' East St. Louis Yard.

C. CN Has a Proven Track Record of Investing in New Opportunities to Bring Value to Its Intermodal Customers.

CN invests to bring value to its intermodal customers and would take this same approach with the Springfield Line. With the Springfield Line integrated into CN's network, intermodal customers will enjoy better service—faster, safer, and with more optionality and new innovative service offerings (*e.g.*, CargoCool®). CN's $250 million in investments in the Springfield Line would renew the line to support increased average train speeds between Roodhouse and Springfield. This change for customers along this portion of the Springfield Line would be like going from a slow, two-lane country road to a high-speed multiple-lane highway. As a result, these customers will be able to better compete and create more business, and offer more jobs to local communities along the Springfield Line. With more speed and more traffic, more businesses will be drawn to locate themselves near the Springfield Line. With CN's

$250 million investment, the Springfield Line will become the best of what it could be.

CN's recent partnership with CSX in the U.S. Northeast is a great example of how CN turns its investments into value for its intermodal customers (as well as the surrounding communities). In late 2019, CN invested in a partnership with CSX that allowed CN to access the New York, New Jersey, and Philadelphia ports. This was a highly competitive market; yet, within a little over a year, CN began successfully winning traffic and took {{Redacted}} trucks off the road in 2021 alone. CN is moving imports, exports, and refrigerated containers to Toronto and Montreal, and its traffic from this partnership has grown by {{Redacted}} year over year.

This example highlights how CN invests and coordinates with interline partners to drive its intermodal customers' growth while also benefitting ports and the surrounding communities by taking trucks off the local roads. If CN acquires the Springfield Line, CN would do the same.

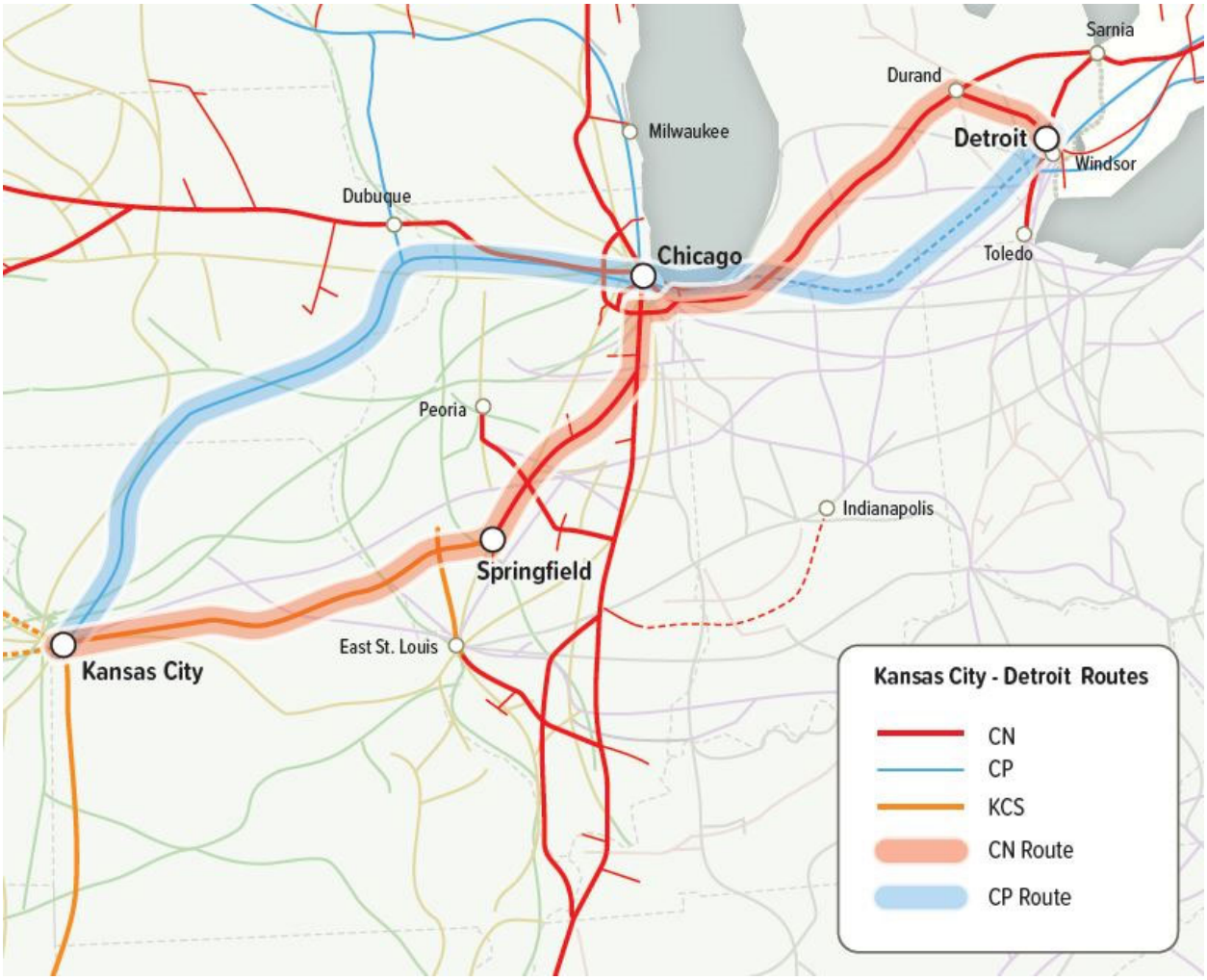
III. DIVESTITURE OF THE SPRINGFIELD LINE TO CN WILL UNLOCK NEW SINGLE-LINE OPPORTUNITIES TO COMPETE FOR INTERMODAL TRAFFIC.

A. The Springfield Line Would Intensify Transportation Competition for Intermodal Traffic.

By planning to build a new intermodal terminal at East St. Louis and CN's own intermodal facilities in Kansas City, CN's investment in the Springfield Line would create new single-line rail service from Detroit and Eastern Canada to Kansas City, a more efficient route to East St. Louis, and new single-line rail service from the Southeast to Kansas City. Figure 3 shows as an example the new single-line service

between Detroit and Kansas City. These new routes would intensify competition with CP, other railroads, as well as with trucks, for lanes throughout the Midwest and Southeast. CN would be able to tie the Springfield Line into CN's access to ports on three coasts, including the ports of New Orleans and Mobile, so that customers could have options through the multiple port access.

Figure 3: New CN Single-Line Service Via the Springfield Line From Detroit to Kansas City



CN's unique and industry-leading intermodal product offerings combined with these new routes would divert more than 80,000 trucks off highways annually,

particularly in Michigan, Indiana, Illinois, and Missouri, to the benefit of local communities and the environment. CN could also compete to take trucks off the road that are traveling between Eastern Canada and the Kansas City and St. Louis markets. Figure 4 below includes truck lanes from David Hunt's Transearch analysis between Kansas City and East St. Louis markets and Eastern Canada.

Figure 4: Intermodal Containers Moving By Truck Between Kansas City/St. Louis and Eastern Canada

Origin BEA	Destination BEA
Kansas City, MO	Hamilton, ON
Kansas City, MO	Kitchener, ON
Kansas City, MO	London, ON
Kansas City, MO	Oshawa, ON
Kansas City, MO	St. Catharines, ON
Kansas City, MO	Toronto, ON
Kansas City, MO	Windsor, ON
St. Louis, MO	Hamilton, ON
St. Louis, MO	Kitchener, ON
St. Louis, MO	London, ON
St. Louis, MO	Oshawa, ON
St. Louis, MO	St. Catharines, ON
St. Louis, MO	Toronto, ON
St. Louis, MO	Windsor, ON
Hamilton, ON	Kansas City, MO
Kitchener, ON	Kansas City, MO
London, ON	Kansas City, MO
Oshawa, ON	Kansas City, MO
St. Catharines, ON	Kansas City, MO
Toronto, ON	Kansas City, MO
Windsor, ON	Kansas City, MO
Hamilton, ON	St. Louis, MO
Kitchener, ON	St. Louis, MO

Origin BEA	Destination BEA
London, ON	St. Louis, MO
Oshawa, ON	St. Louis, MO
St. Catharines, ON	St. Louis, MO
Toronto, ON	St. Louis, MO
Windsor, ON	St. Louis, MO

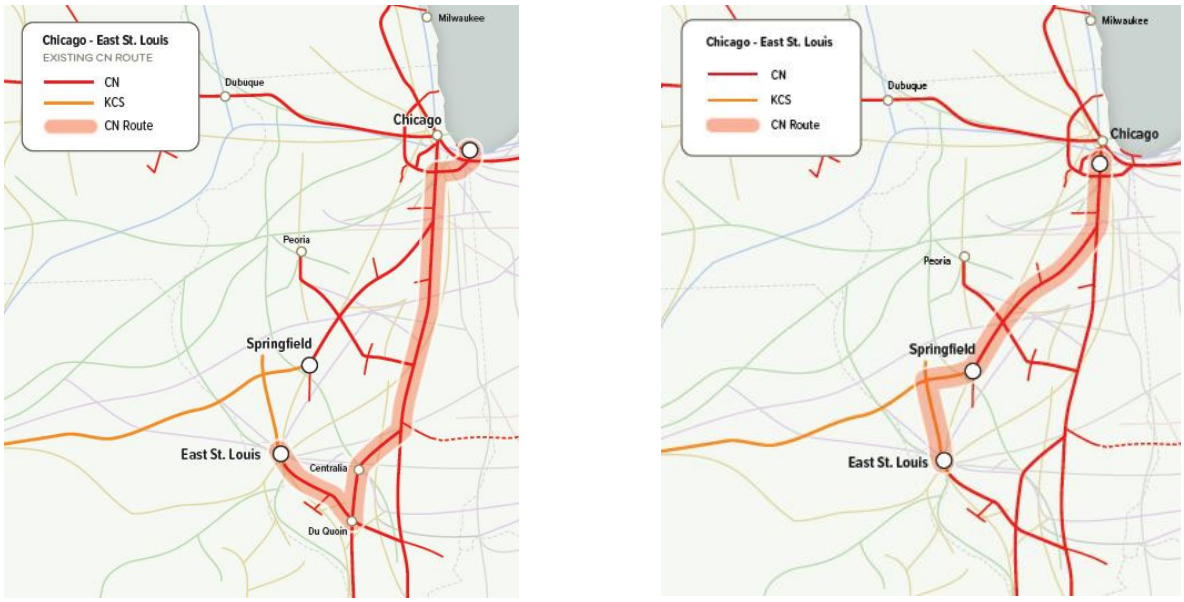
Intermodal customers will also enjoy lower costs on CN's network when compared to trucking options, particularly for businesses who ship temperature-protected products and have been limited to trucking capacity and pricing.

B. The Springfield Line Would Add Capacity to the Growing Intermodal Supply Chain Network.

Opening up the Springfield Line to intermodal traffic would also offer additional capacity for the growing intermodal industry. CN's new routes via the Springfield Line, as well as its planned intermodal terminal at East St. Louis, would offer a new "valve" in the network that could relieve pressure when demand skyrockets or when severe weather or a global pandemic disrupts supply chains. For example, this new intermodal terminal in East St. Louis is expected to divert trucks from Ontario, where many trucks travel to and from the United States over the highly congested Ambassador Bridge between Detroit and Windsor. CN would also be able to offer faster transit times from the North to East St. Louis, and a shorter and faster routing option for intermodal trains moving from the Midwest south to East St. Louis. CN's current route for that traffic takes it south past East St. Louis in order to reach Du Quoin, Illinois, and then doubles back up again to reach East St. Louis. With the Springfield Line, intermodal customers would enjoy a much shorter (by over 100

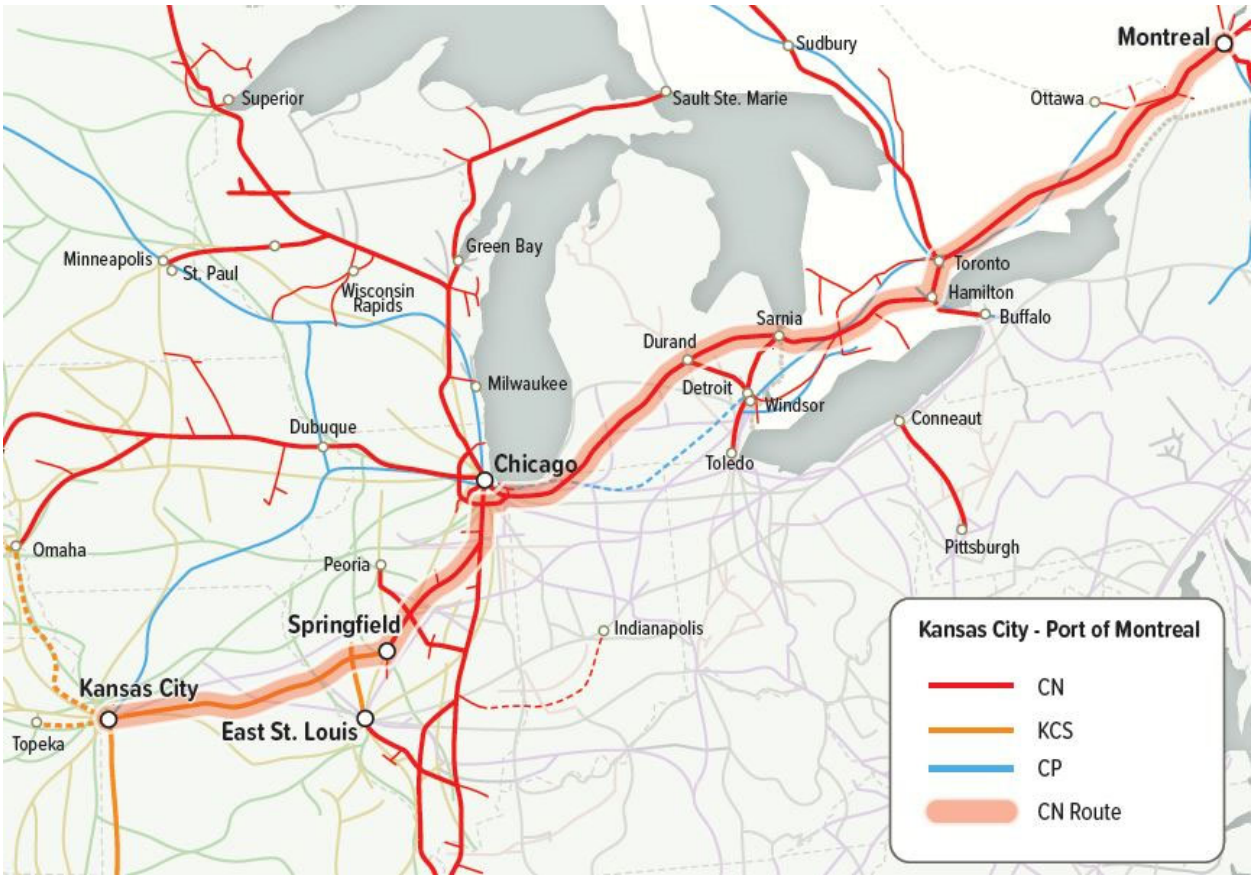
miles per round trip) routing option via Gilman, Illinois, that would lower costs and transit time, as shown in Figure 5.

Figure 5: New Shorter Route From the North Via the Springfield Line to East St. Louis



In addition, the Springfield Line would offer greater capacity for international intermodal traffic by opening up new East Coast port options, including the Port of Montreal, which would reduce port congestion and give intermodal shippers increased optionality and flexibility. This new single-line route is shown in Figure 6.

Figure 6: New Single-Line Service Via the Springfield Line From Port of Montreal to Kansas City



C. The Springfield Line Would Offer New Competitive Advantages and Market Options for Intermodal Shippers.

Under CN's ownership, the Springfield Line would also unlock new value and market options for intermodal shippers in the United States. For example, CN's customers who move intermodal shipments from Eastern Canada today would be able to access the Kansas City market, opening up new end-markets, gateways, and international ports to these customers. In addition, the Springfield Line would offer intermodal shippers in the United States new access to CN's industry-leading intermodal offerings, which are designed to add value and competitive advantages to our customers' businesses.

For example, the Springfield Line is surrounded by animal protein producers that require temperature-protected transport, but no Class I in the United States offers temperature-controlled service to these producers. If CN acquired the Springfield Line, these customers would have access to CN's industry-leading fleet of temperature-controlled containers and CN's suite of innovate CargoCool® product offerings. More cost-efficient temperature-controlled shipping solutions are pivotal to these industries, particularly in the Kansas City and Omaha area, which are currently paying higher prices for refrigerated trucking.

These benefits would extend to customers beyond the Springfield Line as well. Refrigerated intermodal products are trucked between the U.S. Midwest and Mexico (and into Canada) at 10–20% higher costs to consumers and, on average, 75% more GHG emissions. With the Springfield Line in its network, CN would be able to compete with trucks to offer a lower-cost, innovative product offering for this market. As a result, CN would be able to take more than 80,000 trucks off the road annually with the Springfield Line. CN's product offerings have enabled Canadian exporters to create a robust chilled and frozen supply chains. With the Springfield Line, CN would be able to offer the same to U.S. exporters. CN already has the assets to provide a tailored product to these U.S. customers, and are prepared to invest if future demand arises to replicate what we already do in Canada and in parts of the United States. No other Class I in the U.S. can do this, and it is a product sorely needed in the U.S. market.

D. The Springfield Line Would Increase Optionality and Resiliency for International Intermodal Traffic.

Finally, the Springfield Line would offer additional optionality for international intermodal products, reduce congestion at ports, and increase the resiliency of U.S. import and export supply chains. In particular, thousands of containers unloaded today at East Coast ports and moved to Kansas City or East St. Louis could be diverted to the Port of Montreal to take advantage of CN's new single-line service via the Springfield Line. In addition, many export commodities from the U.S. Heartland along CN's route and near the Springfield Line would enjoy new gateway options and market expansion opportunities. Export commodities from these markets include agriculture, DDGs, beef, pork, and poultry—all products highly sought-after in the export market.

CN is a leader in facilitating the movement of exports, including temperature-protected product, grain, and auto parts—all of which would rely upon the Springfield Line, either to East St. Louis or to Kansas City. CN's three-coast network handles 54 vessel services to ports around the world, including the ports of New Orleans and Mobile. CN has strong relationships with all of the world's largest steamship lines and can offer a breadth of experience and innovative supply-chain solutions and optionality for U.S. businesses looking to export their products. Several of these steamship lines are among the numerous intermodal parties who have offered their support for the divestiture of the Springfield Line to CN. With the Springfield Line, CN would be able to offer its robust import/export resources and product offerings to

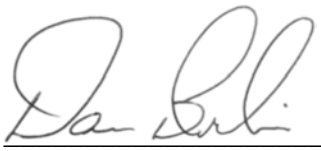
more U.S. markets and add resiliency to the supply chain by opening up a new single-line route between the Port of Montreal to Kansas City, and East St. Louis.

PUBLIC VERSION

VERIFICATION

I, Daniel Bresolin, declare under penalty of perjury under the laws of the United States that the foregoing information is true and correct. Further, I certify that I am qualified and authorized to file this statement.

Executed on this 28th day of February, 2022.



Daniel Bresolin

Exhibit 12D

Verified Statement
of Sarah Slazinski

PUBLIC VERSION

BEFORE THE
SURFACE TRANSPORTATION BOARD

STB FINANCE DOCKET NO. 36500 (SUB-NO. 1)

ILLINOIS CENTRAL RAILROAD COMPANY – ACQUISITION OF A LINE OF RAILROAD BETWEEN KANSAS CITY, MO, AND SPRINGFIELD AND EAST ST. LOUIS, IL – KANSAS CITY SOUTHERN RAILWAY COMPANY

STB FINANCE DOCKET NO. 36500 (SUB-NO. 2)

ILLINOIS CENTRAL RAILROAD COMPANY – TRACKAGE RIGHTS BETWEEN AIRLINE JUNCTION, MO, AND GRANDVIEW, MO – KANSAS CITY SOUTHERN RAILWAY COMPANY

STB FINANCE DOCKET NO. 36500 (SUB-NO. 3)

CANADIAN NATIONAL RAILWAY COMPANY AND ILLINOIS CENTRAL RAILROAD COMPANY – CONTROL – GATEWAY EASTERN RAILWAY COMPANY

STB FINANCE DOCKET NO. 36500 (SUB-NO. 4)

ILLINOIS CENTRAL RAILROAD COMPANY – ASSIGNMENT OF KCS TRACKAGE RIGHTS BETWEEN ROCK CREEK JUNCTION, MO, AND AIRLINE JUNCTION, MO – UNION PACIFIC RAILROAD COMPANY

VERIFIED STATEMENT OF SARAH SLAZINSKI

My name is Sarah Slazinski. I currently serve as Assistant Vice-President Automotive for CN in Troy, Michigan. I assumed this role in March 2021. Immediately prior to my current position at CN, I served as Director of Marketing,

Director of Sales, and as an Account Manager for Automotive and have been with CN for over 10 years. Prior to joining CN, I worked for another Class I railroad for six years as an automotive account manager, and also have five years of experience working directly for a large US automotive manufacturer purchasing vehicle transportation. I earned a Bachelor of Arts in Supply Chain Management from Michigan State University and a Master of Business Administration with an emphasis on Marketing from Oakland University in Michigan. My current role at CN is to serve our customers, {{

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Given my role and experience, I am familiar with CN's important role in the automotive supply chain, our work with automotive vehicle production and parts suppliers, and the general North American and global automotive market—including how CN's acquisition of the Springfield Line would increase transportation competition and unlock significant benefits for the automotive industry in North America that would not be achieved but for that acquisition.

I. CN CONNECTS THE NORTH AMERICAN AUTOMOTIVE MARKET.

CN is proud to connect the North American automotive market by serving 13 vehicle assembly plants and 18 automotive facilities. CN handles more than 2 million finished vehicles annually and is a strategic supply chain provider to our customers. CN's network reach allows us to transport finished vehicles and auto parts to major population centers in Canada, the Midwest, and Gulf region in the United States. CN's extensive North American network allows our railroad to compete and offer flexibility, enhancing supply chains while our customers import and export raw materials, production parts, and finished vehicles around the globe.

CN values all our vehicle automotive customers, and we directly serve vehicle assembly and part plants for {

}}

{{

}}

CN currently contributes {{ }} multilevels that are used to transport finished vehicles. In addition, CN has a fleet of boxcars and supporting frame flats. {

}}

Over the years, CN has worked with our automotive customers to add capacity and support their growth. For example, in March 2021, CN completed and invested over { }} million to open a new automotive and intermodal terminal in New Richmond, Wisconsin, to service Minneapolis and the surrounding area.

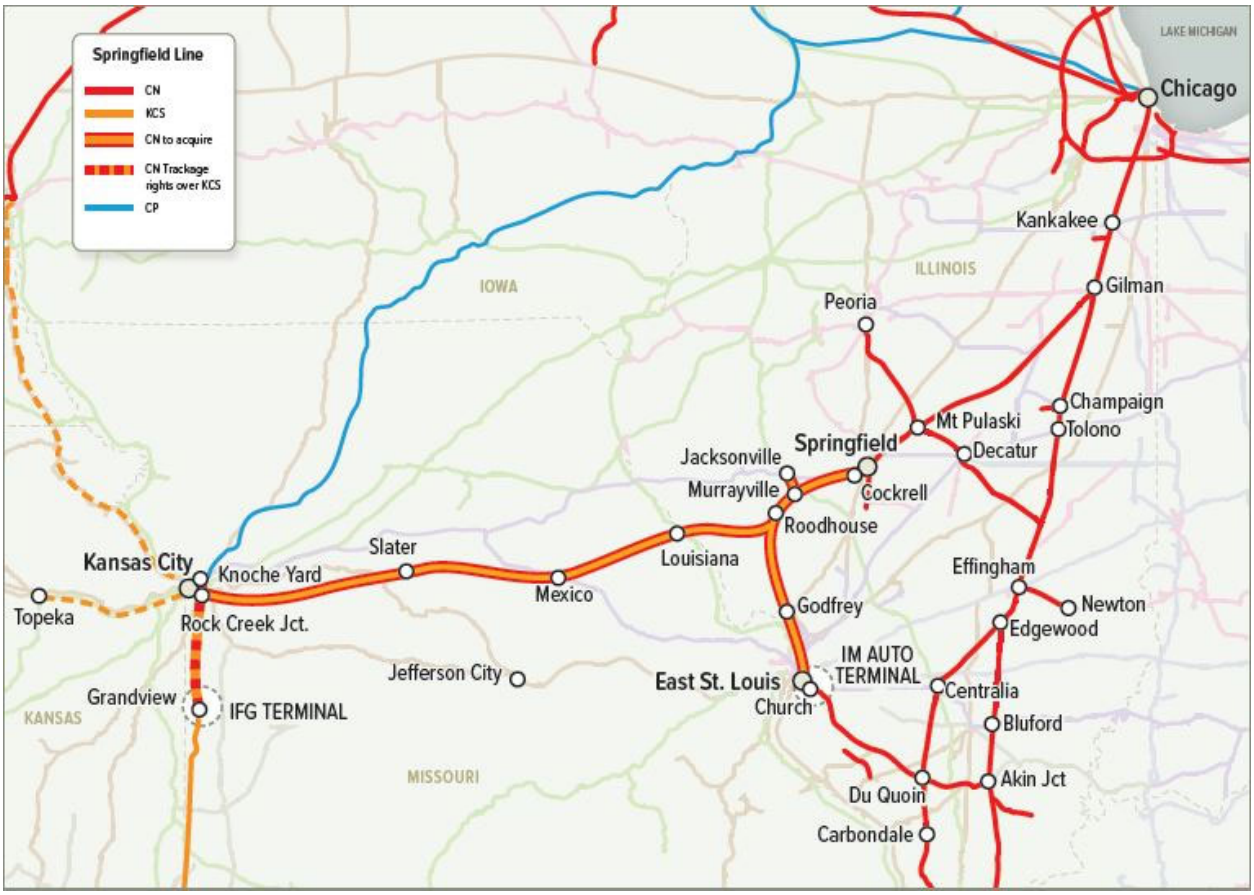
As a critical part of the supply-chain, CN works collaboratively with our customers to offer solutions and capacity tailored to our customers' needs for future, new model vehicle and part launches. CN is also a go-to carrier when supply chains are disrupted, including those disruptions associated with the past two years of the pandemic, extreme weather events, part shortages, and the recent Ambassador

Bridge disruption. CN recognizes the importance of time-sensitive, high-value freight, and offers dedicated customer service via CN's Auto Desk.

II. DIVESTITURE OF THE SPRINGFIELD LINE TO CN WILL INCREASE COMPETITION AND OPTIONS TO AND FROM THE KANSAS CITY AUTOMOTIVE MARKET AND GATEWAY CONNECTING THE EAST, WEST, NORTH, AND SOUTH.

CN's automotive customers want more transportation options, capacity, and competition. Given future sustainability objectives, driver shortages, and ongoing global network disruptions, it is our duty to build better mouse traps and resiliency into the North American market and critical to maintain options rather than reducing them. This is especially true given the importance of the Springfield Line connecting CN to the greater Missouri market and beyond. *See* Figure 2.

Figure 2: The Springfield Line



A. CP's control of the Springfield Line limits competition for Kansas City automotive traffic and stifles the ability for another Class I to compete in single-line service and access a viable alternative gateway for interchange service, adding resiliency and options over and above Chicago.

The CP-KCS merger gives CP single-line access to KCS' automotive terminal in Kansas City known as the International Freight Gateway (IFG) in Grandview, Missouri. Pre-merger, a neutral KCS had a strong incentive to grow its auto business. Indeed, the KCS reports that it doubled the number of finished vehicles moved in 2021 to more than 80,000 at the IFG.[1] After the combination, CP-KCS will be the only

[1] U.S. Intermodal Ramps, Kansas City Southern (Feb. 2022), at 3, https://www.kcsouthern.com/en-us/pdf/kcsr-intermodal-ramps/kcsr-us-intermodal-ramps.pdf.

option for automotive customers in Canada to reach Kansas City in single-line service.

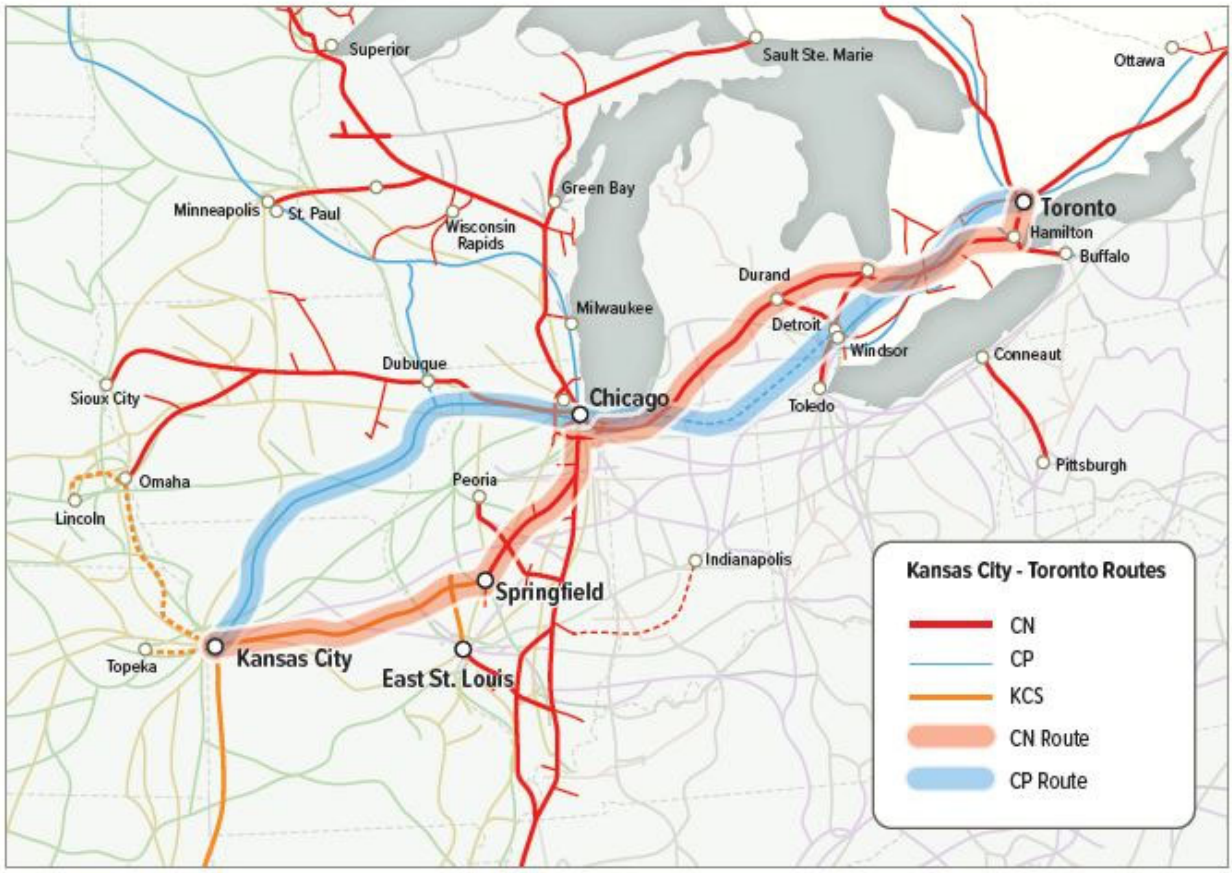
This is a problem because CP-KCS would control the parallel lines between Kansas City and Chicago. The merged CP-KCS would not have an incentive to work with CN to ship automotive traffic over the Springfield Line to the detriment of CP's parallel line. Nor would CP-KCS be willing to make the necessary investments in the Springfield Line track or facilities to accommodate 10,000-foot intermodal and automotive trains, which are necessary for a competitive, quality product offering for customers. This would be a significant lost opportunity to increase capacity, improve competition, and build resiliency and is bad for automotive customers.

B. CN's ownership of the Springfield Line would increase competition by adding both CN's single-line automotive service to the greater Missouri Market and create a more efficient Kansas City automotive interchange service for the future.

Both {{ }} have automotive vehicle assembly plants in the Kansas City area. A CN-owned Springfield Line would ensure that it could be used as a second single-line rail option for automotive traffic between Kansas City and Canada, as well as an additional single-line option between Kansas City and Michigan. CN can only make the investment necessary to ensure that the Line will be used to offer fast, uninterrupted, quality service, if it owns the Line. With CN's investment in the Springfield Line, automotive customers will have more competitive options connecting the Kansas City market with another single-line service option into and out of Canada and Michigan, as well as the addition of another Class I to the existing Kansas City rail gateway. Figure 3 shows an example of the competing single-service

route for CP (with the KCS) and CN (with the Springfield Line) between Kansas City, Michigan and Eastern Canada.

Figure 3: Divestiture of the Springfield Line Increases Competition With CN Single-Line Service Between Kansas City, Detroit/Michigan and Eastern Canada



Divestiture to CN will not limit CP. Divesting the Springfield Line to CN does not hinder CP-KCS' ability to compete to move auto parts or finished vehicles. A merged CP-KCS would retain the parallel line between Kansas City via Chicago to Eastern Canada to move such automotive traffic. Indeed, I understand the CP-KCS Application confirms they have concentrated all of their investment plans in CP's line between Kansas City and Chicago to the detriment of the Springfield Line.

Divestiture of the Springfield Line will reduce congestion in Chicago. Connecting CN to Kansas City in single-line service would further develop Kansas City into an additional hub for CN as an alternate to connecting with other Class I railroads in Chicago. Without the Springfield Line, to serve the greater Missouri market and beyond, CN would short haul automotive freight to Chicago and must interchange with other carriers in Chicago (adding congestion to Chicago with interchange activity between carriers) versus CN also having the ability to offer direct single-line service to Missouri market destinations or to interchange with another railroad for furtherance. Stopping in Chicago adds time and expense and unnecessarily wastes capacity in Chicago, and capacity in Chicago should not be wasted. Automotive safety and quality are required to compete globally, and efficient interchanges and railcar handling greatly improves the quality service that rail is able to offer to the consumer. Like Chicago, Kansas City is centrally located, and adding CN to an existing major rail hub benefits customers by further increasing customer shipping options and adding resiliency into the nation's rail infrastructure. Without single-line access to/from Kansas City on an improved and efficient Springfield Line, Canadian automotive customers will only have one single-line option.

III. DIVESTITURE OF THE SPRINGFIELD LINE TO CN HAS CONCRETE BENEFITS FOR THE AUTOMOTIVE SUPPLY CHAIN.

Divestiture of the Springfield Line to CN is beneficial for all participants in the automotive supply chain, opening up an additional single-line, competitive service option to the Heartland supporting Kansas City and St. Louis {

}}

C. CN Has Committed to Invest to Create New and Improved Service Offerings for Automotive Customers in Kansas City and East St. Louis.

Benefits of investment. CN knows the demands of automotive just-in-time parts and we demonstrate our capabilities daily out of our Detroit, Chicago, and Memphis intermodal terminals in addition to the ports we serve. CN would be a good steward of the Springfield Line. CN has committed to invest $250 million in the Springfield Line and CN's adjacent Gilman Subdivision. This investment includes building new facilities to benefit customers shipping finished autos and containerized auto parts in Kansas City and East St. Louis, similar to our most recent investments in New Richmond, Wisconsin. CN's investment in new automotive and intermodal facilities would include the following new service offerings:

- **East St. Louis:** CN plans to invest in the existing East St. Louis Yard to create new facilities for finished vehicles, as well as containerized parts that ship on intermodal trains. CN's planned investments include unloading, storage tracks and pavement.
- **Kansas City:** CN plans to invest in our own vehicle and intermodal facilities on 64 acres at IFG outside of Kansas City, which could increase capacity to support the transportation needs of the automotive supply chain.

Single-Line Service. CN's new capacity at IFG would unlock yet another competitive single-line rail service between Kansas City, Michigan, and Canada for the automotive supply chain. It will help decongest Chicago and create future solutions and opportunities for possibilities that have yet to be revealed.

Unleashing the Springfield Line's potential. CN's upgrades and investment to benefit automotive customers contrast starkly with CP-KCS' plans. KCS' East St. Louis Yard does not have automotive or intermodal facilities, and I

understand there are no plans laid out in the Application for CP-KCS to add such facilities. I further understand that CP-KCS are not planning to expand capacity at IFG for finished vehicles and automotive traffic. Instead, I understand that CP-KCS plan to use IFG's existing capacity as well as increase block swaps at the yard for their carload manifest traffic. Divestiture to CN is important to ensure that the Springfield Line is efficiently utilized given its connection to Kansas City.

D. A CN-Owned Springfield Line Will Help Raw Materials, Parts Suppliers, and Automotive Customers Build Resiliency In Their Supply Chains and Future Growth.

Benefits of resiliency. The CN-owned Springfield Line would help build resiliency for the automotive industry by offering another option in their supply chain to help them source raw materials and parts needed as well as distribute finished vehicles. CN's new single-line option over the Springfield Line to reach Kansas City offers a long-term, viable, competitive option as well as an available work around during times of disruption in supply chains.

Helping customers to minimize impact of supply chain disruptions. The recent experience with the Ambassador Bridge blockade is illustrative of CN's creativity in helping our automotive customers solve supply chain problems as they arise. In response to an inquiry from an automobile manufacturer, who had an urgent need for product during the disruption, {

}}

Building resiliency to accommodate growth {{

}} The Springfield Line in CN's network would also support the expanding electric vehicle manufacturing throughout the United States {

}}

{

}}

{{

}}

With the electric car market expected to grow dramatically over the next decade, a CN-owned Springfield Line will support carload and intermodal growth for this exciting new market that will further the Biden Administration's commitment to encourage the development of the electric vehicle industry, including its recent announcement to help rural communities build electric vehicles charging infrastructure and funding $7.5 billion to build a nationwide network of 500,000 electric vehicle chargers.[3]

E. With the Springfield Line, CN Will Reduce Rail Transit Times for Automotive Traffic.

Benefits of reduced transit time. The Kansas City interchange will allow CN to offer a competitive alternative, allowing us to reduce transit time, bypass Chicago, and connect with the West at a new gateway. Reduced transit time means improved multilevel fleet cycle times because the railcars arrive faster to destination and more fluid interchange options. This uses the fleet more efficiently and potentially allows us to move more vehicles with the same amount of multilevels. Automotive customers will also benefit from more options in the future that improves capacity on the network: {

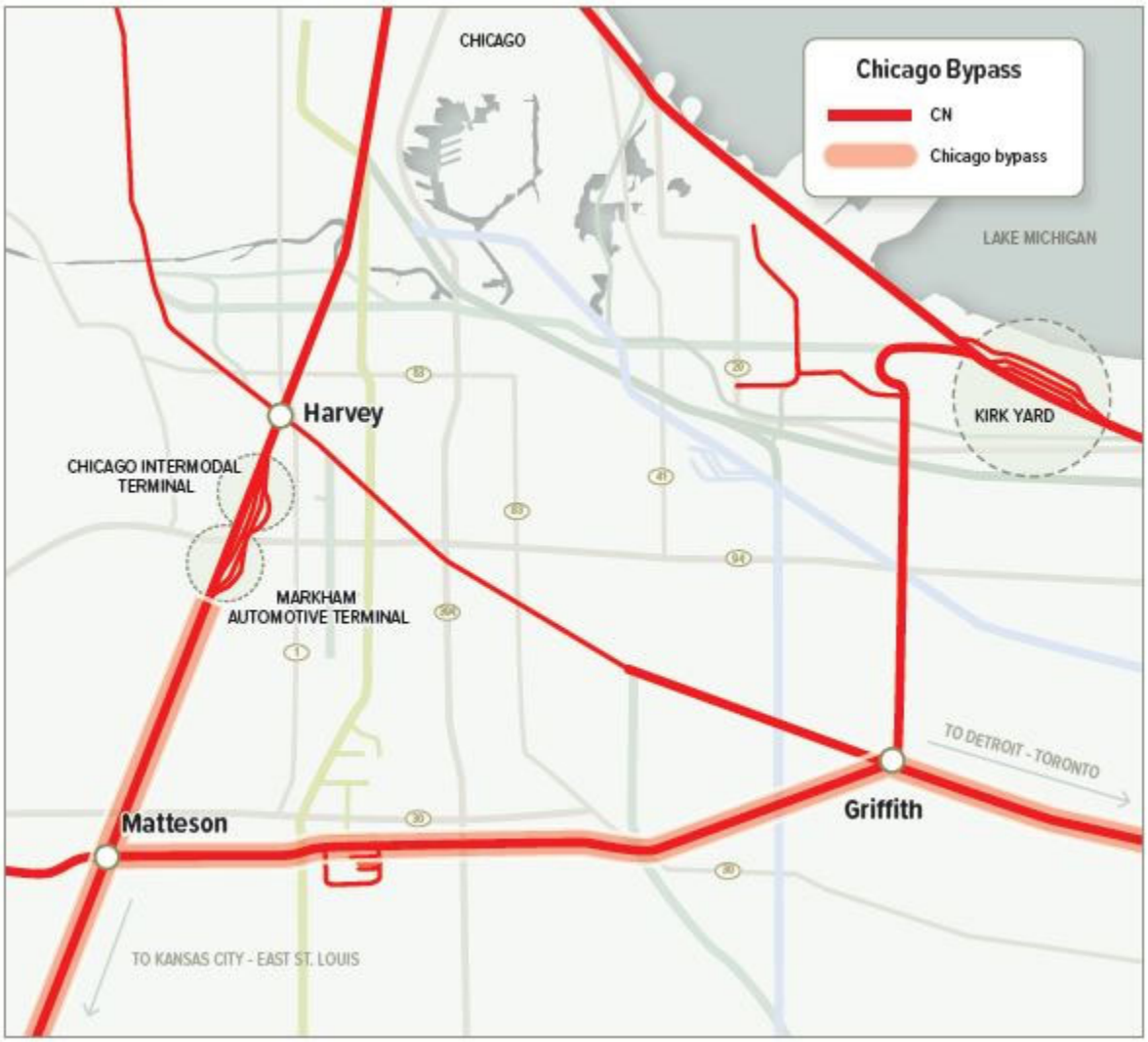
}}. Reduced transit time would improve speed to market and enable customers to reduce inventory carrying costs. Ultimately, more competitive options for single-line service, and more interline gateways for the customers, will

[3] President Joseph R. Biden, Jr., *U.S. Department of Transportation Releases Toolkit to Help Rural Communities Build Out Electric Vehicle Charging Infrastructure* (Feb. 2, 2022), https://www.transportation.gov/briefing-room/president-biden-us-department-transportation-releases-toolkit-help-rural-communities.

further build resiliency in the just-in-time automotive supply chain should disruptions occur, benefiting the automotive supply chain and the consumer.

Reduced transit time near Chicago. Automotive customers also would save transit time around Chicago. As Derek Taylor explains in the Operating Plan, CN's route between Eastern Canada/Detroit and the Springfield Line bypasses the City of Chicago as shown below in Figure 6. With single-line service to Kansas City, CN could bypass the Chicago interchange, saving customers an average of 24–36 hours.

Figure 6: CN Chicago Bypass and Markham Automotive Terminal



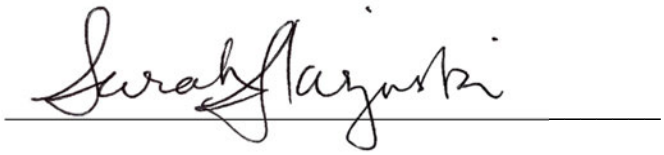
Reduced transit time on Springfield Line and Gilman Subdivision. CN is planning improvements to reduce transit time, including upgrading the portions of the Springfield Line between Roodhouse and Cockrell and CN's Gilman Subdivision as needed to support increased average speeds. CN plans to increase the length of sidings along the Springfield Line in Illinois and Missouri to 10,000 feet to facilitate efficient movement of automotive trains without creating congestion on the line.

PUBLIC VERSION

VERIFICATION

I, Sarah Slazinski, declare under penalty of perjury under the laws of the United States that the foregoing information is true and correct. Further, I certify that I am qualified and authorized to file this statement.

Executed on this 28th day of February, 2022.



Sarah Slazinski

Exhibit 12E

Verified Statement of David Przednowek

PUBLIC VERSION

BEFORE THE
SURFACE TRANSPORTATION BOARD

STB FINANCE DOCKET NO. 36500 (SUB-NO. 1)

ILLINOIS CENTRAL RAILROAD COMPANY – ACQUISITION OF A LINE OF RAILROAD BETWEEN KANSAS CITY, MO, AND SPRINGFIELD AND EAST ST. LOUIS, IL – KANSAS CITY SOUTHERN RAILWAY COMPANY

STB FINANCE DOCKET NO. 36500 (SUB-NO. 2)

ILLINOIS CENTRAL RAILROAD COMPANY – TRACKAGE RIGHTS BETWEEN AIRLINE JUNCTION, MO, AND GRANDVIEW, MO – KANSAS CITY SOUTHERN RAILWAY COMPANY

STB FINANCE DOCKET NO. 36500 (SUB-NO. 3)

CANADIAN NATIONAL RAILWAY COMPANY AND ILLINOIS CENTRAL RAILROAD COMPANY – CONTROL – GATEWAY EASTERN RAILWAY COMPANY

STB FINANCE DOCKET NO. 36500 (SUB-NO. 4)

ILLINOIS CENTRAL RAILROAD COMPANY – ASSIGNMENT OF KCS TRACKAGE RIGHTS BETWEEN ROCK CREEK JUNCTION, MO, AND AIRLINE JUNCTION, MO – UNION PACIFIC RAILROAD COMPANY

VERIFIED STATEMENT OF DAVID PRZEDNOWEK

My name is David Przednowek. I currently serve as Assistant Vice President - Grain for Canadian National Railway Company ("CN"), a role I assumed in October 2021. Immediately prior to my current position, I served for nearly three years as

Director, Sales & Marketing, and I have been with CN since October 2014. I hold a Master of Science Degree and a Bachelor of Science (Agriculture) Degree from the University of Manitoba, specializing in agricultural sciences. In my current role at CN, I lead the marketing-related activities for the carload movement of grain and processed grain products across the CN network. My sales account director responsibilities are focused on US-based agricultural customers involved in grain trading, grain processing, and renewable fuels production. Prior to joining CN, I was directly involved in the grain industry for 17 years, including grain trading, derivatives trading, marine and rail logistics, vessel chartering, financial analysis and accounting, market analysis, and trade execution and management.

Given my current role and experience, I am very familiar with grain traffic flows (both within North America and globally), CN's grain customers, as well as the ways in which adding the Springfield Line to CN's network would benefit grain customers, both from an origin and destination/end-user perspective.

I. CN INVESTS IN ITS GRAIN CUSTOMERS' SUCCESS.

The core of CN's direct origination network for grain traffic in the U.S. is primarily in Illinois, Iowa and Wisconsin. CN extends its network reach with shortline railroads and Class 2 railroad partners in these states along with states such as Michigan, Indiana, and Tennessee. CN's grain traffic, which includes commodities such as corn, soybeans, wheat, soybean meal and oil, ethanol and distillers dried grains (DDGs), and renewable fuel feedstock, moves to domestic end-users and to international markets. The traffic destined to domestic end-users

includes the movement of feed ingredients such as corn and soybean meal to Mississippi, the Midwest, and eastern Canada; ethanol shipments to destinations in Canada and the US; and bulk grain to corn, soybean, wheat, oat, and barley processing facilities. Traffic destined primarily for overseas markets moves to grain terminals in the New Orleans and Mobile area. In addition to rail shipments moving direct to grain export terminals in the US Gulf region, CN accesses multiple barge loading locations along the inland waterways system, with locations stretching from southern Illinois to northeastern Iowa and northwestern Illinois.

CN is committed to investing in network infrastructure and equipment to help grow CN's customers' businesses and enhance the capacity of CN's network. CN's capital investments in the U.S. alone amounted to over US$550 million per year in both 2020 and 2021. Those capital investments included replacement of rail, installation of new ties, rebuilding road crossing surfaces, and maintenance work on bridges, culverts, signal systems, and other track infrastructure. In November 2020, CN completed the re-construction of the Bonnet Carré-McComb Spillway Bridge near New Orleans. This 2.2 mile-long bridge provides a critical U.S. transportation corridor for both freight and passenger service across the Bonnet Carré Spillway, which alleviates excess water from the Mississippi River, protecting New Orleans and other communities from flooding. This $90 million dollar project adds to the safety, reliability, and fluidity of CN's network, and ensures that CN's direct rail traffic to the Gulf can move efficiently.

CN is also in the process of a major multi-year hopper car fleet renewal plan that will replace aging equipment and help to meet the growing needs of our grain customers. In May 2021, CN announced it was acquiring 1,000 new generation, high-capacity grain hopper cars. This purchase was part of a multi-year 3,500 hopper car fleet renewal program. Building on CN's on-going grain hopper car fleet renewal program that began in 2018, CN's new generation hopper car fleet is expected to grow to 6,000 hopper cars.

II. ADDING THE SPRINGFIELD LINE TO CN'S NETWORK WOULD INCREASE COMPETITION AND OPTIONALITY FOR U.S. GRAIN SHIPPERS.

CN's acquisition of the Springfield Line would offer several benefits to U.S. grain shippers. First, a CN-owned Springfield Line would increase transportation competition for grain customers on CN's lines in the Midwest by offering a revived competitive option to the East St. Louis barge market. This market is valuable to grain shippers because East St. Louis represents the single largest concentration of barge loading facilities along the Mississippi River.

A CN-owned Springfield Line would reduce transportation costs for CN's Midwest grain shippers and provide increased optionality and market arbitrage opportunity. Currently, CN moves some bulk grain and processed grain products from the Midwest to the East St. Louis market, including DDGs, soybeans, and wheat. However, for example, to reach East St. Louis today from points in northern Illinois, Iowa, and Wisconsin, CN must route all the way to southern Illinois, past East St. Louis to Du Quoin, Illinois, and then route back up again to East St. Louis. This

routing adds an extra 50 miles in each direction for a total of 100 miles to the route (compared to using the Springfield Line), which means extra costs to Midwest grain shippers, recognizing that the cost of transportation service is primarily a function of distance. With the Springfield Line in CN's network and upgraded with much-needed investments to support increased average train speeds, CN could, in the future, simply take a right-hand turn at Gilman, Illinois to get unit train traffic from northern Illinois, Iowa, and Wisconsin to East St. Louis. Those 100 extra total miles would disappear, as would the accompanying extra costs to customers.

Second, grain customers on the Springfield Line would enjoy their current competitive options via haulage rights on KCS, but would also enjoy new direct single-linehaul routing via CN to the U.S. Gulf for export, multiple barge loading facilities along the inland waterways system, and numerous feed mills in the Mid-South and elsewhere, along with other grain processing facilities.

Third, for feed mills and other grain processing facilities, both on the Springfield Line and along the CN network, the acquisition of the Springfield Line will increase origination reach. Grain processors will be able to spread out their product origination risk across a broader geography in the event of a poor crop in their traditional product origination region. Increasing the number of origination options also means more sellers offering product for purchase, improving the competitive position of these processing facilities.

Fourth, the increased optionality afforded to KCS-served customers along the Springfield Line, along with CN-served customers in the Midwest, will offer new

arbitrage opportunities as well as increased market liquidity and a more dynamic rail freight market for these shippers, allowing them to spread their commercial risk across a larger network. For example, for bulk grain customers along the Springfield Line today, where emphasis on the shipment of corn, soybeans, and wheat is primarily to the Mexico market, a combined CP-KCS will likely result in a significant increase in competition from other origin shippers wanting to access the Mexico market. Having additional CN destination markets to trade grain and processed grain products into will increase market optionality.

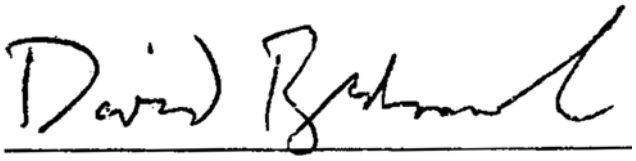
Furthermore, allowing CN to acquire and invest in the Springfield Line will ensure that CN's Midwest grain customers have more competitive options for selling and exporting their products by connecting them more directly to the East St. Louis market, helping CN's grain customers remain resilient and competitive.

PUBLIC VERSION

VERIFICATION

I, David Przednowek, declare under penalty of perjury under the laws of the United States that the foregoing information is true and correct. Further, I certify that I am qualified and authorized to file this statement.

Executed on this 28th day of February, 2022.



David Przednowek

Exhibit 13

Operating Plan

PUBLIC VERSION

BEFORE THE
SURFACE TRANSPORTATION BOARD

STB FINANCE DOCKET NO. 36500 (SUB-NO. 1)

ILLINOIS CENTRAL RAILROAD COMPANY – ACQUISITION OF A LINE OF RAILROAD BETWEEN KANSAS CITY, MO, AND SPRINGFIELD AND EAST ST. LOUIS, IL – KANSAS CITY SOUTHERN RAILWAY COMPANY

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ILLINOIS CENTRAL RAILROAD COMPANY – ASSIGNMENT OF KCS TRACKAGE RIGHTS BETWEEN ROCK CREEK JUNCTION, MO, AND AIRLINE JUNCTION, MO – UNION PACIFIC RAILROAD COMPANY

EXHIBIT 13

OPERATING PLAN FOR SPRINGFIELD DIVESTITURE (INCLUDING ALTERNATIVE OPERATING PLAN PURSUANT TO DECISION NO. 17)

VERIFIED BY CARL VAN DYKE AND DEREK TAYLOR

PUBLIC VERSION

OPERATING PLAN FOR SPRINGFIELD DIVESTITURE (INCLUDING ALTERNATIVE OPERATING PLAN PURSUANT TO DECISION NO. 17)

Verified by Carl Van Dyke and Derek Taylor

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I. Introduction

Canadian National Railway Company and its U.S. subsidiary, Illinois Central Railroad Company ("ICRR") (referred to collectively herein as "CN"), submits this Amended Responsive Application to ask the Board to condition any approval of the proposed CP and KCS merger on the divestiture to ICRR of the KCS rail lines between Springfield, Illinois and East St. Louis, Illinois on the one hand, and Kansas City, MO, on the other hand (as more particularly described in the Asset Purchase Agreement submitted as Exhibit 2A to the Responsive Application) (the "Springfield Line"), pursuant to the Board's statutory authority to order "the divestiture of parallel tracks" as a merger condition. Divestiture of the Springfield Line will restore and preserve KCS's former competitive route between Kansas City, MO and Chicago, Illinois, will transform what would otherwise become a relatively underused and neglected segment of the combined CP-KCS network, and create a new single line route for traffic moving between Kansas City and points beyond, on the one hand, and Chicago, Detroit, Eastern Canada, and south towards Memphis, on the other. The proposed divestiture does not present any operational challenges – indeed the Springfield Line was once a part of ICRR's rail system.

This amended operating plan is in response to the Board's FD 35600 Decision No. 17 which requested "for the sake of consistency…analysis presented regarding the impacts of any responsive applications, should be assessed using the modeled baseline data from the Density Workpaper."[1] CP and KCS submitted an amended operating

[1] STB Finance Docket No. 36500, Canadian Pacific Railway Ltd. – Control – Kansas City Southern, et al, Decision No. 17, April 27, 2022 – hereinafter "STB Decision No. 17", page 4.

plan for the proposed CP-KCS merger on May 13, 2022 with Errata on May 20, 2022.[2] This amended operating plan for CN ownership of the Springfield Line follows the STB's instructions in Decision No. 17 by using the modeled baseline data submitted with Applicants' May 13 Amended Operating Plan.

The traffic diversion analysis included with this Responsive Application estimates that ICRR would attract more than 49,500 rail cars and rail intermodal units, as well as more than 80,000 automotive and intermodal truck units to the Springfield Line annually.[3] Moreover, 12,500 containers that are currently routed via congested east coast ports would shift to the Port of Montreal and move to points in the United States via ICRR's Springfield Line. The majority of the diverted shipments would be intermodal traffic, with more than 19,000 assembled auto multilevel cars diverted as well. The anticipated traffic diversions are detailed in Figure 1 and described more fully in the Verified Statement of David Hunt.

Figure 1
Diversions Analysis[4]

	Rail-to-Rail	Truck-to-Rail	Port of Montreal	Total Units
Intermodal Units	31,006	77,771	12,500	121,277
Automobiles	17,903	1,479	-	19,382
Grain	604	-	-	604
Other	-	890	-	890
Totals	49,513	80,140	12,500	142,153

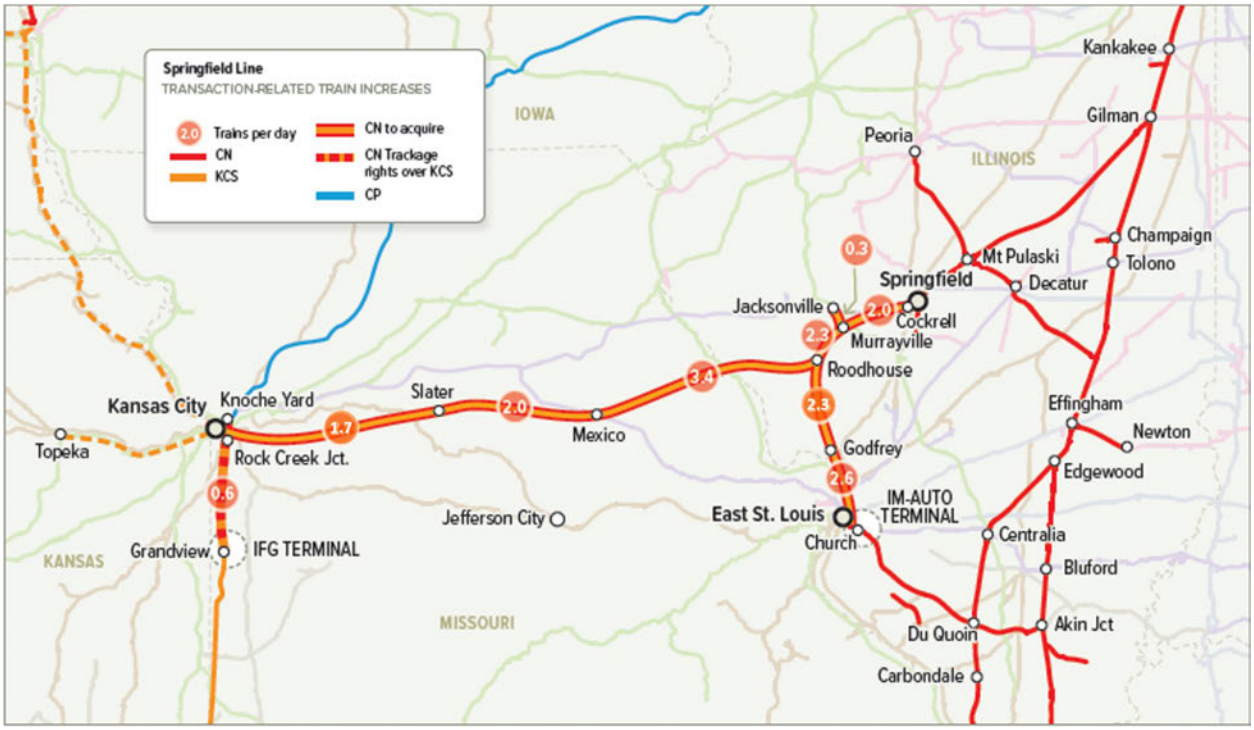
[2] "Amended Operating Plan", Verified by Raymond A. Elphick and John F. Orr, Finance Docket No 36500, May 13, 2022 – hereinafter "CP-KCS Amended Operating Plan"; "Errata/Correction" for Finance Docket No. 36500, Canadian Pacific Ry. – Control – Kansas City Southern, May 20, 2022 – hereinafter "CP-KCS Amended Operating Plan Errata/Correction".

[3] Canadian National Railway Springfield Line Responsive Application in Docket No. FD 36500, February 28, 2022 – hereinafter "CN's Springfield Line Responsive Application of February 28, 2022", page 1.

[4] See Verified Statement of David T. Hunt in this Amended Responsive Application – hereinafter "Hunt Verified Statement for Springfield Line", page 4 and Exhibit 3-3.

ICRR's acquisition of the Springfield Line will reduce greenhouse gas emissions by shifting more than 80,000 truckloads off the highway to more environmentally friendly rail service. Although the volume of traffic on the Springfield Line will increase, there will be no adverse impact on operations across the broader network as the projected increase represents only two new daily through trains in each direction—for automotive and intermodal traffic between CN's Markham Yard in Harvey, Illinois and KCS's International Freight Gateway terminal in Grandview, MO ("IFG" or "IFG Terminal"), with connecting service to/from East St. Louis via Roodhouse, IL—and increased local service. Pursuant to a proposed haulage agreement (Responsive Application, Exhibit 2C), existing KCS unit trains would move on the Springfield Line via haulage.

Figure 2[5]
Map of Transaction-Related Train Increases on the Springfield Line[6]



[5] Kansas City – Slater and Roodhouse – Godfrey updated from 2.1 and 2.5 to 1.7 and 2.3 respectively.
[6] Due refinements in CN train counts, the transaction-related train counts for segments Airline Jct to Slater and Roodhouse to Godfrey have been slightly reduced relative to the counts in CN's Springfield Line Responsive Application of February 28, 2022. There are no changes to other transaction-related train counts

Figure 3
Map of Transaction-Related Train Increases on the Gilman Subdivision

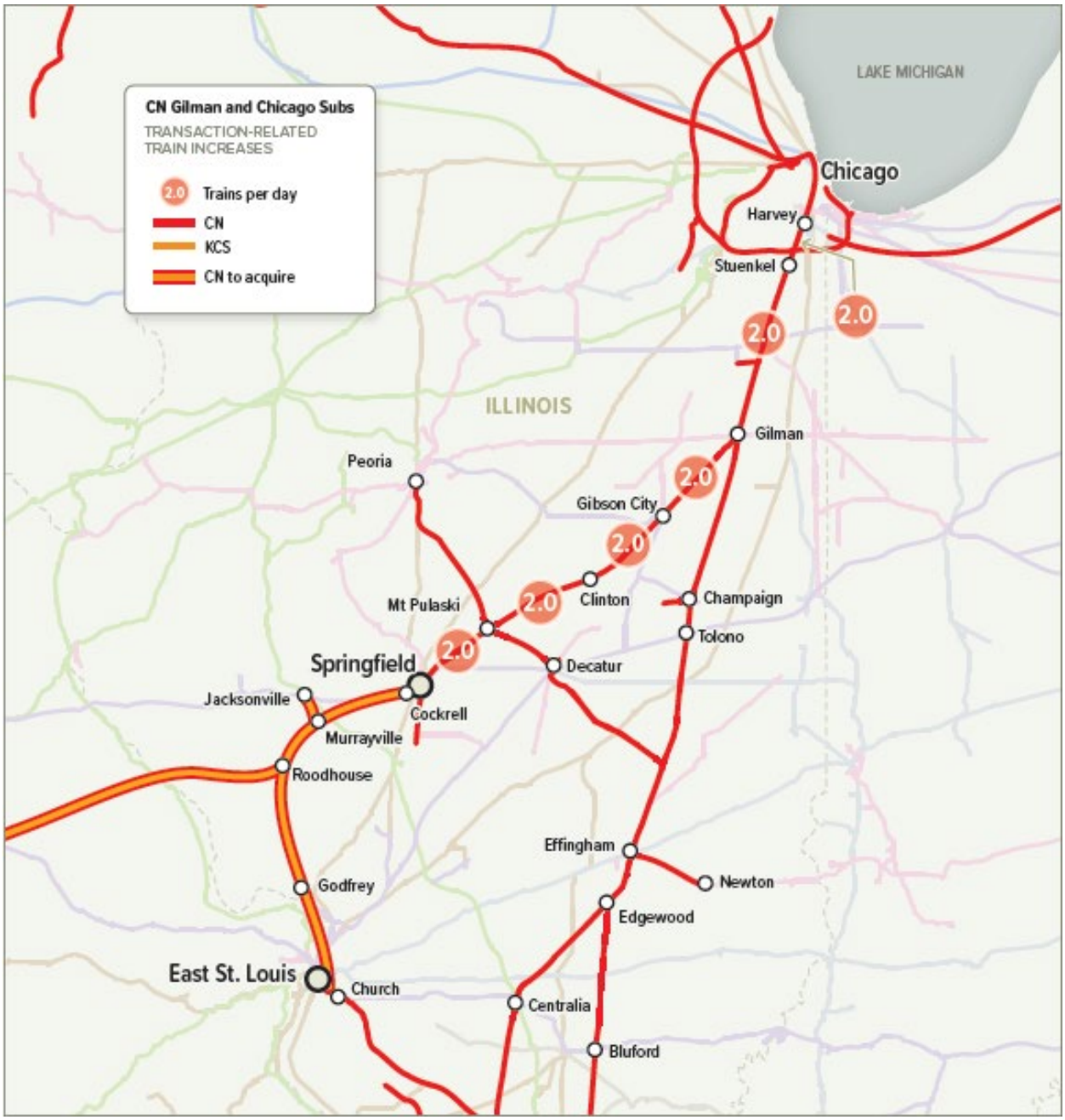


Figure 4
Map of Transaction-Related Train Increases at Memphis Terminal

To handle the increased traffic on an acquired Springfield Line, CN is prepared to make approximately $250 million in capital investments on the Springfield Line and ICRR's adjacent Gilman Subdivision. These capital improvements will include track improvements to increase operating speeds, new and extended sidings, and the construction of new intermodal and automotive facilities in the existing East St. Louis Yard and at the IFG Terminal.

ICRR will access the Springfield Line via its existing trackage rights over Norfolk Southern ("NS")-owned track as a subtenant of Union Pacific Railroad Company ("UP") as it can today for interchange with KCS.[7] ICRR and KCS currently connect directly in the East St. Louis area at Church, IL.

ICRR proposes to enter into a haulage agreement with KCS that will enable KCS to continue to access all current and future customers on the Springfield Line and to interchange with other railroads at East St. Louis, IL (except for access to CN's new intermodal or automotive facilities at the IFG Terminal and East St. Louis). The proposed transaction also contemplates an assignment of KCS's existing trackage rights over UP between Rock Creek Junction and Airline Junction, MO, so that CN can reach KCS's Knoche and Mill Street Yard (Responsive Application, Exhibit 2D, Docket No. FD 3560 (Sub No. 4)), and a trackage rights agreement pursuant to which ICRR would obtain overhead rights on KCS beyond Airline Junction to reach the IFG Terminal at Grandview, MO (Responsive Application, Exhibit 2B, Docket No. FD 35600 (Sub. No. 2)).[8]

As explained elsewhere in the Responsive Application, CN believes that the proposed divestiture transaction should properly be classified as a "minor" transaction, because the transaction "clearly will not have any anticompetitive effects."[9] This Responsive Application, however, provides all of the information

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[7] ICRR obtained these rights pursuant to an October 1, 1994 agreement between a predecessor of UP and NS's predecessor, Norfolk & Western Railway Company. That arrangement was discussed by the Board in *Canadian National Ry. Co. – Control – Illinois Central R. Co.*, 4 S.T.B. 122 at 175, 190-199 (1999).

[8] ICRR would acquire a 50% ownership interest in the IFG Terminal, and would make a capital investment in additional capacity at that facility.

[9] 49 C.F.R. § 1180.2(b)(1).

required under the Board's regulations governing "significant" applications, in the event that the Board prefers to evaluate the proposed divestiture condition as a significant transaction.

This Exhibit 13 complies with the requirements for an operating plan set forth in in 49 C.F.R. § 1180.8 (2000). Specifically, it includes

> a summary of the proposed operating plan changes, based on the impact analyses, that will result from the transaction, and their anticipated timing, allowing for any time required to complete rehabilitation, upgrading, yard construction, or other major operational changes following consummation of the proposed transaction.

The plan also "make[s] clear the gains in service, operating efficiencies, and other benefits anticipated."[10] Those requirements specifically enumerated in Section 1180.8 are set forth below.

II. Amended Operating Plan Development

On February 28, 2022, as part of a responsive application requesting that the Board condition any approval of the proposed CP and KCS merger on the divestiture to ICRR of the Springfield Line, Carl Van Dyke and Derek Taylor submitted an operating plan for CN ownership of the line.[11] This Springfield Line Operating Plan was developed using full-year 2019 100 percent waybill data obtained from the Applicants based on our understanding that "Applicants have indicated that 2019 will be the base year for their impact analysis."[12]

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[10] 49 C.F.R. § 1180.8.
[11] "Operating Plan For Springfield Divestiture", Verified by Carl Van Dyke & Derik Taylor, Canadian National Railway Springfield Line Responsive Application in Docket No. FD 36500, February 28, 2022 – hereinafter "Van Dyke & Taylor Verified Statement", page 4 and exhibit 3-3.
[12] STB Finance Docket No. 36500, Canadian Pacific Railway Ltd. – Control – Kansas City Southern, et al, Decision No. 3, April 21, 2021 – hereinafter "STB Decision No. 3".

However, Applicants chose not to use the historical 2019 traffic data and instead contrived a "calibrated 2019 Base Year" created using partial year data from 2020 and 2021.[13] The methodology employed by the Applicants in their October 2021 Application before the Board created inconsistencies and confusion, thus prompting the Board to issue Decision No. 17 on April 27, 2022 holding that:

> "Applicants will be required to amend their Operating Plan to include: (1) an explicit identification of the baseline traffic density values used in the Operating Plan calculations and to be used in the environmental review; (2) a comprehensive explanation of how those values were generated; and (3) a comprehensive explanation of the rationale underlying those methodological choices."[14]

In CN's Amended Comments being submitted today in Finance Docket No. 36500, Mr. Van Dyke has explained why the methodology utilized by the Applicants in their May 13, 2022 Amended Operating Plan, as amended in the May 20 errata does not provide the Board with accurate information for assessing the Application. CN has amended our February 28 Springfield Line Operating Plan to comply with the Board's Decision 17 statement:

> "for the sake of consistency, analysis of the Transaction's impacts, as well as analysis presented regarding the impacts of any responsive applications, should be assessed using the modeled baseline data from the Density Workpaper."[15]

Throughout this document we have retained the analysis from our February 28, 2022 statement based on the full-year 2019 100 percent waybill data provided by the Applicants. To be compliant with the Board's request, we have also provided alternative exhibits based on the "calibrated" operating plan statistics provided by

[13] CP-KCS Amended Operating Plan, page 30.
[14] STB Decision No. 17, page 6.
[15] STB Decision No. 17, page 4.

Applicants in their Amended Operating Plan of May 13, 2022. To be clear, Applicants did not use the statistics from the Density Workpapers to which the Board referred in their Decision 17, but instead elected to provide an amended version of the Density Workpapers. It is the amended version of the Density Workpapers that we utilized to create the alternative exhibits contained within this Verified Statement and for the preparation of line and yard activity measures provided to the Board's Office of Environmental Assessment. For clarity, the following definitions are used:

- CN Full Waybill Methodology: Refers to the process described herein of using the full-year 2019 historical waybill data provided by Applicants to develop and assess CN's Springfield Line Operating Plan (also called the "CN Methodology").
- CP-KCS Calibration Methodology: Refers to metrics contained in this statement that rely on the Applicant's "calibrated" Base Year approach that relies on data from October 2020, and early 2021 (using no traffic or train data from 2019) – also called the "CP-KCS Methodology."

Note that our inclusion of analyses based on the CP-KCS Calibration Methodology does not imply that we agree with the methodology. We are providing the alternative analyses for the "sake of consistency" and in accordance with the Board's Decision 17.

III. Qualifications and Background

This Operating Plan (Exhibit 13) is sponsored by Carl Van Dyke of Oliver Wyman and Derek Taylor, Vice-President, Operational Excellence, for CN. In preparing the Operating Plan, those individuals consulted and worked closely with each other and with marketing and operating personnel at CN. They used publicly-available KCS data—as well as data in the CP-KCS application and materials

produced in discovery—to create both the pre-transaction and post-transaction Operating Plans. As described further below, Messrs. Van Dyke and Taylor utilized Oliver Wyman's MultiRail Network Planning Software ("MultiRail") to develop robust post-transaction blocking and train service plans for the post-transaction CN system.

A. Carl Van Dyke

My name is Carl Van Dyke. I am a retired Partner of Oliver Wyman, a global management consulting firm. I have more than 40 years of consulting experience with the application of computer programs to transportation planning and operations issues, with particular emphasis on railroad network modeling, service design, train scheduling, line capacity analysis, and equipment management.

Prior to joining Oliver Wyman in 2006, I founded MultiModal Applied Systems in 1992, a software development company that designed and built the initial versions of the MultiRail software. During the 14 years I served as President of MultiModal Applied Systems, MultiRail was installed and used by every major North American railroad, as well as many other railways around the world. In 2006, MultiModal was acquired by Oliver Wyman.

Prior to founding MultiModal, I worked for ALK Associates, a railway-focused transportation consulting firm, for more than 6 years, including 4 years as a Vice-President.

As a Partner at Oliver Wyman, I was responsible for the marketing and implementation, including detailed operations planning, of MultiRail to major railways around the world.

Under my leadership, Oliver Wyman-MultiModal was involved in the redesign of the operating plans of every major North American railroad and similar operating plan redesign projects in Europe, Africa and the Commonwealth of Independent States. We also assisted in developing the operating plans supporting the STB applications for the following transactions: Union Pacific/Southern Pacific, Canadian National/Illinois Central, Norfolk Southern/Conrail, and (proposed) Burlington Northern Santa Fe/Canadian National mergers. In addition, we performed similar operating analyses in connection with the privatization of the Mexican railways. This interaction with various railway systems has given me a deep knowledge of the inner workings of the real-world operations control systems utilized by railroads in North America, Europe, the CIS and South Africa.

I earned a Master of Science Degree in Civil Engineering/Transportation from Massachusetts Institute of Technology and a Bachelor of Science in Engineering in Mechanical Engineering, summa cum laude, from the University of Pennsylvania.

A copy of my CV is attached hereto.

I am sponsoring elements of the Operating Plan that relate to ICRR's proposed operations over the Springfield Line.

B. Derek Taylor

My name is Derek Taylor. I was appointed Vice-President, Operational Excellence, for CN in September 2021. In this role, I am responsible for driving continuous improvement across CN's key operating metrics. I am a proven and experienced railroad operator with over 20 years of experience at CN.

I joined the Company as Management Trainee in Winnipeg in 2000 and moved to progressively more senior roles. Prior to my current role, I served as Vice-President, Eastern Region (2019-2021), Vice-President, Southern Region (2018-2019), General Manager of the Regional Operations Center, Southern Region (2016-2018), General Manager, Midwest Division (2012-2016), General Superintendent of BC South and the Greater Vancouver Terminal (2009-2012), and Superintendent for the Memphis Zone (2005-2009). Most of my 20 plus years of railroading experience with CN has been spent on the ICRR main line between Chicago and New Orleans, which branches to Springfield, IL And East St. Louis, IL, where it connects with the KCS Springfield Line.

I earned a Bachelor of Arts degree at DePauw University in Indiana.

I am sponsoring elements of the Operating Plan that relate to CN's current and proposed future operations and CN's capital and labor plans for the Springfield Line.

I have previously testified before the STB on *Oversight Hearing on Demurrage and Accessorial Charges*, STB Ex Parte No. 754 (2019).

IV. Data Sources and Methodologies

The CN Operating Plan for the Springfield Line was developed by a team of experienced CN operating employees, under the supervision of Derek Taylor, in conjunction with railroad operations experts at Oliver Wyman. This "Operating Plan team" focused on blocking, train scheduling, network capacity and capability, yard and terminal operations, and existing plant and facilities, as well as capital improvements necessary to execute the Operating Plan and maintain fluid train

service. CN's current standards for train operations, maintenance, and equipment utilization were applied in developing the Operating Plan for the Springfield Line. The data sources used and methodology applied to develop the plan are described below.[16]

A. Traffic Data Sources

To develop Base Year 2019 carload volumes, we analyzed the 2019 full-year CN waybill data and the 2019 full-year waybill data for CP and KCS. The CPKC data was provided by Applicants' consultants, in exchange for provision of the CN 2019 waybill data to them. Additional CP and KCS waybill data were obtained from the Applicants' work papers.[17] In the case of CN, we used the full system 2019 traffic data to represent the entire CN network and pre-transaction operating plan. For the proposed CPKC, we used only the traffic expected to traverse the Springfield Line.

Since the filing of the "Operating Plan for Springfield Divestiture" on February 28, 2022, CP and KCS submitted an amended operating plan on May 13, 2022 and issued an Errata on May 20, 2022.[18] We have reviewed the amended plan and errata, and adjusted the CN Springfield Line Operating Plan to reflect the amended data submitted by CP-KCS.

[16] *See also* "HC – (Amended) Springfield Line Network and Traffic Development for MultiRail – Methodology.pdf" in the workpapers for more technical details and associated data inputs and outputs.
[17] *See* FD 36500 – Work Paper, "HC – 2019_CONSOLIDATED_CPKCS_DATA_MASTER.txt."
[18] CP-KCS Amended Operating Plan; CP-KCS Amended Operating Plan Errata/Correction.

The CP and KCS amended plan, referred to as CP-KCS Calibration Methodology throughout this document, is based on October 2020 waybills for scheduled trains (manifest and intermodal) and observed unit train operations from early spring 2021 for the bulk traffic (without using actual waybills for the unit train traffic).[19] This sampling of traffic and trains was then "calibrated" to match full-year 2019 gross ton miles by applying global scaling factors at a line segment level. No "calibration" was performed on train counts or yard volumes, so it appears they represent a mix of October 2020 and early 2021 values.[20] Although this "calibration" methodology has created obvious inaccuracies at a segment and yard level (see Van Dyke Third Verified Statement, June 9, 2022[21]), we have provided a parallel assessment of the Springfield Line Divestiture using both the full 2019 waybill files building upon our February 28, 2022 statement and using the CP-KCS Calibration Methodology from the May 13, 2022 CP-KCS Operating Plan.

To determine changes in post-transaction traffic for CN, we utilized the results of the CN Springfield Line traffic diversion study,[22] adding this traffic to the KCS Base Year traffic on the Springfield Line in 2019. For CPKC, we identified the traffic projected to use the Springfield Line in the CPKC traffic studies,[23] and added this traffic to the Base Year traffic. While we also added an allowance for organic

[19] CP-KCS Amended Operating Plan, paragraphs 82 and 83.
[20] CP-KCS Amended Operating Plan, paragraph 93.
[21] CN Comments on CP-KCS Application in Docket No. FD 36500, June 9, 2022. Verified Statement of Carl Van Dyke – hereinafter "Van Dyke Third Verified Statement".
[22] See Hunt Verified Statement for Springfield Line.
[23] Source: Diversion traffic from CP-KCS Application workpapers: "HC - 1.Proposed Final FTI Rail to Rail Diversion Results for Merger Application 10_21_20 UPDAT_TRUK_REV"; "HC - 8 - Diversion Identification.xlsx;" "HC – 10b - Grain Diversion Worksheet.xlsx"; "HC – 10a - Lumber Diversion Worksheet.xlsx."

growth to the CPKC traffic volumes in our original February 28 version of the operating plan, we have removed these organic growth volumes from this amended operating plan in order to be consistent with the approach taken by CP-KCS in their amended operating plan of May 13, 2022. For the CN Full Waybill Methodology we excluded organic growth in the main line segment and yard activity statistics, but included organic growth in the numbers provided to the OEA to be consistent with the CP-KCS amended operating plan. In the CN Full Waybill Methodology, we used a [redacted] organic growth rate over 3 years, and a [redacted] growth rate over 5 years as specified in the CP-KCS work papers, although there are significant concerns as to the achievability of these figures.[24] For the CP-KCS Calibration Methodology we used the growth rates provided in the CP-KCS work papers filed May 13, 2022.

For the CP-KCS Calibration Methodology updates provided in this statement, many of the baseline CP and KCS line segment densities and yard activity values have changed based on the May 13, 2022 Amended Operating Plan. However, the traffic diversions and growth of CN traffic from the divestiture are identical to the projected CN traffic reported in our February 28, 2022 statement. In other words, changing the CP-KCS base did not change our estimates of projected CN traffic.

[24] *See* "HC - Review of Growth Factors in CPKC Application.pdf."

B. Operating Data Sources

The Operating Plan team used what is now Exhibit 14 Part A in the May 13, 2022 CP-KCS Amended Operating Plan as a source of 2019 density maps and tables as published in the CP-KCS Application[25] as a cross-check against the traffic data for CPKC and have included this data in the Responsive Application. We also include the revised "Base Year" density data CP-KCS published as part of their May 13, 2022 Amended Operating Plan in both Exhibit 14 Part B and Appendix T, and utilized this data in many of our alternative impact assessments. We also obtained the historic line density data for CN for the years 2019 through 2021.[26] The 2019 density data provided the base values for the line density information in this responsive application for the lines currently operated by CN. For the CP-KCS Calibration Methodology, as noted above, we utilized the density data in Appendix T of May 13 Amended Operating Plan. Other resources included KCS and CN timetables,[27] Google Maps, and internal knowledge of KCS operations based on our experience in the industry.

A summary of the KCS train plan for the Springfield Line, as well as for the Kansas City and East St Louis areas, was produced by KCS late in the discovery process as we prepared for our February 28, 2022 filing, well after we had to commence development of the Springfield Line Operating Plan to comply with the

[25] CP-KCS Application Vol. 2, STB Finance Docket No. 39500, October 29, 2022 – hereinafter "CP-KCS Application Vol. 2", page 461; CP-KCS Application Vol. 2, Exhibit 14 Density Chart, Exhibit 14, page 505; CP-KCS Amended Operating Plan, Exhibit 14 Part A Density Chart (Adjusted based on CP-KCS Amended Operating Plan).
[26] CP-KCS Amended Operating Plan, Exhibit 14 Part A Density Charts (Adjusted based on CP-KCS Amended Operating Plan).
[27] *See* "CN Timetables.zip" and "KCS Timetable No. 15_Highly_Confidential_June 9 2020.pdf."

procedural schedule in this proceeding. We reviewed the late-produced information and aligned our base Operating Plan to be consistent with that information to the extent possible given the time constraints.

The Operating Plan for the full CN network is based on a combination of a partial loading of the 2021 CN Operating Plan from the CN production system and extensive manual review and refinement to match that plan to the 2019 full-year traffic data. This base Operating Plan is complete with respect to all aspects of CN's operations, including local trains, manifest trains, intermodal trains, and unit trains. Oliver Wyman validated that this plan produced aggregate statistics for car-miles, gross-ton-miles ("GTMs"), and train-miles to within +/- 5 percent of historic values from 2019.

C. Methodology

The CN pre-transaction base plan was extended by adding in elements of the KCS network associated with the Springfield Line, along with the KCS traffic associated with this line.[28] Using MultiRail, a pre-transaction Operating Plan for the KCS Springfield traffic was created based on our general understanding of KCS's current operating strategy for the line, augmented by a more detailed description of the trains operated by KCS that was obtained in discovery. The pre-transaction Operating Plan was then adjusted as necessary to create a post-

[28] *See* "HC - (Amended) Springfield Line Network and Traffic Development for MultiRail – Methodology.pdf" for MultiRail process.

transaction Operating Plan incorporating the new post-merger CPKC and CN traffic, and the assumption of operating control for the Springfield Line by CN.

1. MultiRail

In developing the pre- and post-transaction Operating Plans, the Operating Plan team used the software application MultiRail to develop local, carload, and intermodal blocking and train service plans for the Springfield Line, as well as a set of dedicated unit trains to handle the unit grain movements that originate/terminate on the Springfield Line. As the Board has observed:

> "MultiRail computer software is a modeling tool that generates car classification and blocking service plans for a selected traffic group, based upon the characteristics of the traffic, the railroad's network configuration, and customer service requirements. Operating experts can develop the costs for such blocking and train service plans without the assistance of software, but the use of software like MultiRail can be used to facilitate this process. MultiRail is used to help develop a comprehensive blocking and train service plan, which then establishes the requirements for the network of yards and other facilities necessary to serve the selected traffic."[29]

MultiRail is commercially available software developed and owned by Oliver Wyman. All the North American Class I railroads have used MultiRail for various network planning and service design purposes over the past 30 years. Blocking plans and train schedules based on MultiRail have been presented in a variety of

[29] *E.I. DuPont de Nemours and Co. v. Norfolk Southern Ry.*, Docket No. 42125, at 31 (STB served Mar. 24, 2014) (internal footnote omitted).

prior Board proceedings.[30] The use of MultiRail in railroad merger proceedings is well established and recognized by the Board, as the program has been used to develop operating evidence in the NS-Conrail, Union Pacific-Southern Pacific, and Canadian National-Illinois Central merger proceedings.[31]

2. Base Year 2019 Traffic

The year 2019 was selected as the pre-transaction Base Year, consistent with the Base Year selected by CP and KCS for their application. STB waybill data, TransSearch data, and Freight Analysis Framework truck and rail data are all available for 2019. In addition, 2019 data reflects the most recent year of "normal" pre-pandemic rail traffic, as the traffic and operations of all rail carriers including CN and KCS, were significantly impacted by the COVID-19 pandemic in 2020.

As discussed above, 100 percent of CN full-year 2019 waybill data for loaded movements was used to develop Base Year traffic flows for the pre-transaction CN Operating Plan. Base Year CN empty flows were generated based on historic empty return ratios for CN, by reverse routing each loaded flow and using the appropriate empty/loaded ratio to adjust the reverse routed movement's car volume. Loaded unit train movements were reverse routed using an assumed 100 percent empty return ratio.

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[30] *E.I. DuPont de Nemours and Co. v. Norfolk Southern Ry.*, Docket No. 42125, at 31 (STB served Mar. 24, 2014) (internal footnote omitted). ("The Board has allowed the use of MultiRail to create blocking plans in other types of proceedings, and we conclude that its use here is permissible.") (internal footnote omitted).

[31] *See* Finance Docket No. 33556, Railroad Control Application, Surface Transportation Board, July 1998, Volume 2, pp. 5-6 (CN-IC merger) and Finance Docket No. 33388, Railroad Control Application, Surface Transportation Board, June 1997, Volume 3B, p. 7 (Conrail merger).

Historic CN slot utilization data and intermodal railcar tare weights and lengths were used to estimate the proportion of each railcar's length and weight that should be assigned to each intermodal container shipment. Thus, our intermodal movement unit counts are expressed in containers, while the associated gross weight represents the container plus its share of the associated railcar. Likewise, the railcar length for each container is based on the share of each railcar associated with a container (*e.g.*, a typical railcar length of 35-36 feet is associated with each container).

For the pre-transaction KCS traffic used in the CN Full Waybill Methodology, we used the 100 percent CP and KCS 2019 full year waybills for both loaded and empty movements as our starting point. This data had been at least partially cleaned and adjusted by CP and KCS to eliminate duplicate records for shipments that moved on more than one of the CP and KCS merging railroads.[32] These data were examined, and all movements that originated, terminated, or interchanged at a point on the Springfield Line were identified. This subset of traffic became the 2019 base traffic set for the pre-transaction Operating Plan.

For the CP-KCS Calibration Methodology we made adjustments necessary to reflect the base and organic growth values in the CP-KCS Amended Operating Plan of May 13, 2022 and Errata of May 2022, in particular the Amended Master Segment Table in Appendix T.

[32] *See* "HC - (Amended) Springfield Line Network and Traffic Development for MultiRail – Methodology.pdf."

Intermodal volumes for CP and KCS in the CN Full Waybill Methodology are expressed in containers to be consistent with the representation of the CN Base Year traffic. We applied the same statistical standards used by CP and KCS for intermodal shipments in their Application, which included a railcar length per container of [redacted] feet, and a railcar tare weight per container of [redacted] tons, and an aggregate tare weight of [redacted] tons for railcar plus container.[33] For the alternative views of line densities and yard activity levels designed to be consistent with the CP-KCS Calibration Methodology, the intermodal traffic was restated in terms of a statistical double stack car having [redacted] platforms, carrying [redacted] containers, and having a length of [redacted] feet.[34]

3. Pre-Transaction Operating Plan

The pre-transaction full year 2019 traffic database was loaded into MultiRail. We did not attempt to merge movements that interchanged between CN and KCS at Springfield or East St Louis, so that these moves were left as two separate moves on their respective railroads, with the end of one move being the same location as the start of the other move. This was estimated to affect approximately three cars per day.

To model the pre-transaction operations for each railroad in MultiRail, we also needed to develop a "digital rail network" for CN and the KCS Springfield Line. CN provided the Operating Plan team with a MultiRail network previously prepared by CN. That network was augmented by manually encoding the

[33] *See* "HC - Intermodal to Railcar Conversion Factor Source Compilation.pdf."
[34] *See* "HC - Intermodal to Railcar Conversion Factor Source Compilation.pdf."

Springfield Line network, plus selected additional stations in the Kansas City area, such as IFG and Knoche Yard, yielding the entire network that was relevant for purposes of developing the Springfield Line Operating Plan.

Oliver Wyman, supported by planning experts at CN, then carried out the detailed task of matching, at the Freight Station Accounting Code ("FSAC") level, the traffic data for each carrier with the MultiRail network.[35] Mismatches were resolved so that the origin and destination of all traffic movements in the pre-transaction traffic database could be assigned to a MultiRail location.

Based on our review of the CP-KCS Application and associated work papers, the CP-KCS traffic for the Springfield Line, our knowledge of current KCS operations on the Springfield Line gained from experience in the industry, and a description of the current KCS train service for the Springfield Line, Kansas City area, and East St. Louis area produced by KCS, we developed our best estimate of the current KCS blocking and train services for the Springfield Line.[36] This included both local and manifest scheduled trains, and a set of (unscheduled) unit trains primarily to serve grain and other bulk customers located on the Springfield Line. We attempted to cross-check the results of this effort to the gross tons and trains per day reported by KCS, with the foreknowledge that the CP-KCS values might be less than reliable.[37] We believe that, based on our knowledge of this line

[35] *See* "HC - (Amended) Springfield Line Network and Traffic Development for MultiRail – Methodology.pdf" for technical details.
[36] *See* workpapers and documents related to generating Operating Plan metrics from MultiRail: "HC - (Amended) Operating Metrics – Estimation of Line Density and Train Counts Methodology.pdf" and "HC - (Amended) Operating Metrics – Estimation of Yard Activity.pdf."
[37] Concerns with the methodology used by CP and KCS are described in Appendix A of this Operating Plan; Further explained in Van Dyke Third Verified Statement.

and associated traffic, our Base Year Operating Plan fairly represents the actual KCS operations that took place on the Springfield Line in 2019.

Despite the foregoing we provide an alternate view of train activities and other metrics in the CP-KCS Calibration Methodology view, which uses CP-KCS provided Base Year train counts, line densities and cars handled metrics (primarily from Appendix T of the CP-KCS May 13, 2022 Amended Operating Plan.[38]

We used the algorithms and diagnostic capabilities in MultiRail to ensure that all of the pre-transaction traffic using the Springfield Line was being moved in a logical and efficient manner, and that no traffic was stranded because of gaps in the Operating Plan. MultiRail diagnostics included identification of out-of-route or circuitous movements, blocks not assigned to trains, and traffic unable to depart its origin. Train sizes in terms of weights and lengths were also checked to ensure that they were within expected ranges. Yard volumes were inspected and were consistent with expectations.

Output reports from this final version of the "pre-transaction" MultiRail Operating Plan included switching volumes for each yard, unit loadings for each intermodal terminal, train movements/counts, train-miles, and GTMs for each line-of-road corridor.

We did not create an alternative operating plan to support the CP-KCS Calibration Methodology alternative view of the base year operating plan. Instead,

[38] CP-KCS Amended Operating Plan; CP-KCS Amended Operating Plan Errata/Correction.

we adjusted the results of the MultiRail analysis, or in some cases replaced the MultiRail analysis outputs, to be consistent with the CP-KCS provided metrics.

4. Post-Transaction Traffic and Operating Plan

The post-transaction Operating Plan reflects the third year of combined operations (2025), which is the expected year of fully implemented post-transaction operations. To develop the traffic base for Year 3 post-transaction operations, a separate process was followed for the CN and CPKC components of the traffic.

No organic growth factor was applied to the CN traffic on the Springfield Line. Instead, we expect CN to develop the new market opportunities arising from the Springfield Line over several years. Thus, our post-acquisition traffic for CN represents the projected transaction related full phase-in of the traffic identified in CN witness Hunt's traffic diversions study.[39]

To take this traffic into account, each new traffic movement identified in the CN traffic study was examined, and the starting and ending location of each movement on the CN network was identified. Based on this information, the traffic movement was added to the pre-transaction 2019 traffic already in MultiRail. The vast majority of the post-transaction diverted traffic is intermodal and automotive, with some smaller volumes of carload traffic, primarily grain.

Because the new traffic identified by Mr. Hunt only represents loads, a corresponding set of empty movements was generated. For multilevel traffic, we applied CN's historical system average 2019 empty/loaded mileage ratio of [redacted]

[39] See Hunt Verified Statement for Springfield Line.

percent. Based on this value, we created a reverse route movement for every loaded movement that had [redacted] percent of the loaded movement's volume. For intermodal traffic, we looked at the total number of intermodal containers originating and terminating on the line and, based on the net difference, determined a backhaul percentage of [redacted]%,[40] which was used to create reverse route empty movements in one direction only. For all other traffic, we created reverse routed empty movements using a [redacted] percent empty/loaded ratio. Car gross weights and lengths were based on statistical averages by shipment type.[41]

In our February 28, 2022 version of the operating plan, for CP-KCS traffic that would move under the proposed haulage agreement, we took two actions to represent post-acquisition traffic volumes. First, for existing traffic, both loaded and empty, we increased the CPKC 2019 base traffic volumes by [redacted] percent, based on the organic growth rate assumed by CPKC and set forth in the CPKC System Model for 2025.[42] CP-KCS's projected organic growth traffic was included to demonstrate that the Springfield Line will have sufficient capacity to accommodate CP-KCS's assumed organic growth. However, for both our restated operating plan using the CN Full Waybill Methodology, and for the alternative operating plan using the KCS Calibration Methodology presented herein, we removed this organic growth after determining that CP-KCS did not include organic growth in the "Year

[40] *See* "HC - (Amended) Springfield Line Network and Traffic Development for MultiRail – Methodology.pdf."
[41] *See* "HC - (Amended) Springfield Line Network and Traffic Development for MultiRail – Methodology.pdf."
[42] CN does not believe the [redacted] organic growth rate is appropriate or realistic given historic organic growth numbers. for consistency with the CP-KCS Application, CN has used it here. *See* "HC - Review of Growth Factors in CPKC Application.pdf."

3" view of their May 13, 2022 Amended Operating. For the CP-KCS Calibration Methodology we utilized the organic growth values reported in Appendix T of the May 13, 2022 Amended Operating Plan where organic growth was required to be reported.

Next, we identified the small amount of traffic from the CP-KCS traffic diversion study that would use the Springfield Line, and added those movements to the 2019 KCS base traffic. Because the traffic in CPKC's traffic study was loads only, we also created a set of empty movements using a simple 100 percent reverse route approach. The gross weights and car lengths for the CPKC traffic are based on a mix of MultiRail sample data provided in the CP-KCS Merger Application workpapers and CN's full 2019 Waybill file.[43]

For the CP-KCS Calibration Methodology we substituted the CP-KCS unit train growth estimate contained in their May 13, 2022 Amended Operating Plan in lieu of us applying the [redacted] growth rates from the October 29, 2021 CP-KCS Application.

Using the 2019 KCS traffic on the Springfield Line as the starting point for the CN Full Waybill Methodology, we developed a post-transaction traffic file incorporating (1) forecasted CP-KCS organic growth (no longer used in this Springfield Line updated operating plan) and (2) likely diversions from trucks and other rail carriers for CP-KCS and CN. Then, we proceeded to construct a post-transaction Operating Plan that would transport that traffic safely and efficiently.

[43] *See* "HC - (Amended) Springfield Line Network and Traffic Development for MultiRail – Methodology.pdf" for more details on data sources and processes used.

In doing so, the Operating Plan team generally followed the same methodology as was used in preparing the pre-transaction Operating Plan. For the CP-KCS Calibration Methodology we substituted the revised KCS base trains from the CP-KCS trains per day by line segment statistics.[44] Changing the base numbers did not impact our projected CN growth over the Springfield Line.

Specifically, the post-transaction traffic file was run through MultiRail's planning algorithms, using the pre-transaction blocking and train plans for each railroad already loaded in the MultiRail model. Based on the outputs of this initial iteration, we identified which elements of the existing KCS Springfield Line plan could be retained and which would need to be adapted to fit into CN's Operating Plan, and where additional train service would be justified.

For example, we retained all the existing KCS unit trains, on the assumption that these would continue to be operated by ICRR under the haulage agreement using KCS locomotives and equipment, while moving on the Springfield Line. We also retained the concept of a pair of daily trains between Kansas City/IFG and East St. Louis, although we converted these trains to purely manifest trains going to Kansas City, not the IFG Terminal, as KCS does today. We introduced a pair of new through trains for automotive and intermodal traffic from CIT to IFG Terminal (and in reverse), with connecting service to/from East St. Louis via Roodhouse, IL. Various other adjustments were made to improve service between points on the CN

[44] See Work paper "24.1.1.9-Trains Per Day and Gross Ton Miles.xlsx".

network and East St. Louis/Kansas City, and ensure that all local customers would be appropriately served.

For CP-KCS Calibration Methodology we substituted the CP-KCS base and post-transaction unit train counts for those that we developed independently in MultiRail using full year traffic.

Throughout this design process, we carefully checked the expected sizes of trains to ensure they would be within the anticipated limits for length and weight, that the blocking plan was feasible, and that increased yard volumes could be accommodated. The changes in GTMs, car-miles, location-based volumes, train schedules, and other operating plan attributes were used by the teams examining capital needs and labor impacts. A summary of labor impacts and equipment impacts, as well as the post transaction capital investments in the physical plant that CN proposes to make to the Springfield Line and ICRR's adjacent Gilman Subdivision, are all described herein.

5. Post-Transaction Operating Plan Implementation

The post-transaction Operating Plan for the Springfield Line would not be fully implemented on "Day One" after approval of the transaction. As noted above, the post-transaction Operating Plan depicts the anticipated operations of the combined CN network and ICRR-Springfield Line in the third year of combined operations (*i.e.*, 2025, assuming approval of the Responsive Application in 2022). As such, it reflects the projected year of fully implemented post-transaction operations, following completion of planned capital improvements.

The Operating Plan assumes full realization of projected CN traffic gains by 2025 and also reflects the impact of phased gains in operating efficiency over the three-year implementation period from merged train operations (*e.g.*, more run-through, single-line trains; more bypass blocking; more block passing).[45]

V. Pre-Transaction Line and Operations

A. KCS Springfield Line

1. Line Description

The Springfield Line consists of approximately 400 route miles of rail lines from Kansas City, MO, to Springfield, IL and East St. Louis.[46] It includes approximately 355 route-miles owned by KCS and approximately 43 trackage rights route-miles in Illinois and Missouri. Specifically, it consists of the following lines of the former Gateway Western Railway and Gateway Eastern Railway:

- The line from Milepost 192.4 at Cockrell (Springfield), IL through Milepost 482.0 at Rock Creek Jct. (Kansas City), MO (milepost equation at Murrayville, IL where Milepost 221.7=Milepost 226.7).

- The line from Milepost 68.2 at Roodhouse, IL (Milepost 237.2 on the first segment) through Milepost 287.2 at Church (East St. Louis), IL, including KCS's interest in the UP/KCS Joint Facility between Godfrey, IL, and Church, IL (milepost equation at Godfrey, IL where Milepost 28.0= Milepost 252.1); Wann, IL, where Milepost 259.53= Milepost 262.00 and Q Tower, IL where Milepost 280.49= Milepost 280.70.

- The Jacksonville Branch from Milepost 226.7 at Murrayville, IL to Milepost 216.3 at Jacksonville, IL

[45] Some anticipated efficiencies could not be immediately realized in Year 1 because of a variety of factors, including the time required to complete certain infrastructure improvements, negotiate implementing agreements, and implement operating initiatives.
[46] All mileage and Milepost numbers on the Springfield Line and other affected KCS lines were sourced from a publicly available KCS timetable ("KCS Timetable").

- KCS's interest in the Fulton Branch from Milepost 0.0 to Milepost 3.0 at Mexico, MO, which is leased to and operated by Ozark Valley Railroad, Inc.[47] The Springfield Line is depicted in Figure 5.

Figure 5
The Springfield Line

At Kansas City, the Springfield Line connects directly with the Kansas City Terminal Railway ("KCT").[48] A track connection in East St. Louis allows for the potential direct interchange with other Class I railroads, described further below, including CSXT, NS, UP/Alton & Southern Railway, and CN, as well as the Terminal Railroad Association ("TRRA") (which reaches BNSF and Missouri

[47] *Ozark Valley R.R.—Acquisition and Operation Exemption—The Kansas City S. Ry. Co.*, STB Fin. Docket No. 34989 (served June 8, 2007).
[48] *See* KCS Timetable.

Eastern Railroad).[49] At Springfield, interchange is available with UP, NS, IMRR, and CN via ICRR trackage rights over NS as UP's subtenant.[50]

The Springfield Line is part of KCS' current North Division and comprises the following subdivisions, from west to east and north to south:[51]

- Mexico
- Roodhouse
- Fulton Branch (under long-term lease to the Ozark Valley Railroad)
- Jacksonville
- Springfield
- Godfrey
- East St. Louis Terminal
- Gateway Eastern Branch

In connection with the proposed divestiture, and to efficiently and safely operate the line, the responsive application also seeks from CP and KCS:

- Acquisition of an 8.33% ownership share of the KCT, whose Mill St. Yard is where ICRR plans to handle its manifest traffic in addition to Knoche Yard in Kansas City.

- A 50% interest in KCS's IFG Terminal, which is located 24 miles south of Kansas City at Grandview, MO. The interest is necessary to handle the make-up/break-up of CN's new daily intermodal train operating between Kansas City and Harvey, IL with connecting service to Detroit (with drayage to Cleveland), Toronto, and the Port of Montreal. As described further below, CN will also make a capital investment in the IFG Terminal to handle additional automotive and intermodal traffic.

[49] Determined in consultation with CN operating experts.
[50] *See Canadian National Ry. Co. – Control – Illinois Cent. R. Co.*, 4 S.T.B. 122, 175, 190-199 (1999).
[51] *See* KCS Timetable.

- Overhead trackage rights on KCS's Pittsburg Subdivision to reach the IFG terminal, extending from approximately Milepost 5.6 at Airline Junction[52] in Kansas City, MO, to Milepost 29.5 near Grandview, MO, as well as assignment of KCS's rights to operate between Rock Creek Junction and Airline Junction in Kansas City.

- KCS's interest in the Gateway Eastern Railway Company ("GWER"), a KCS subsidiary which owns trackage in the East St. Louis terminal.

KCS has implemented Positive Train Control ("PTC") on all required segments of the Springfield Line. Certain trackage in Springfield, Jacksonville, and East St. Louis have not been equipped with PTC, as permitted by Federal Railroad Administration ("FRA") regulations.[53] KCS's PTC-equipped track on the Springfield Subdivision is in track-warrant-controlled "dark territory."

Figure 6
Springfield Line Required PTC In Operation[54]

[52] Airline Junction and Southwest Junction are geographically close to each other and on some maps, are listed with the same milepost. For simplicity, the Operating Plan refers to this area as Airline Junction.
[53] Kansas City Southern, *Positive Train Control*, https://www.kcsouthern.com/en-us/ship-with-us/safety-security/ptc (last accessed February 10, 2022).
[54] Kansas City Southern, *Positive Train Control*, https://www.kcsouthern.com/en-us/ship-with-us/safety-security/ptc (last accessed February 10, 2022). (Green is PTC operational; Blue is PTC not required).

2. Existing Yards and Other Facilities

The most significant yard and terminal facilities along the Springfield Line operated by KCS are located at East St. Louis, IL, Kansas City, MO (joint agency at Knoche Yard), and the IFG Terminal. There is also a smaller yard at Roodhouse, IL.[55] Pre-transaction yard volumes are shown in Figure 7 below – a number of different values have been developed for the various versions of the CP-KCS operating plan, and also based on CN estimates, all of which are presented in Figure 7. The various versions of the existing volumes at Knoche Yard are based on the volumes reported in the October 29, 2021 CP-KCS Application and the Amended Operating Plan of May 13, 2022, and have not been independently verified. The October 29, 2021 excluded unit traffic volumes, while the much higher May 13, 2022 values include unit traffic. The Knoche Yard volumes also contain traffic that is unrelated to the Springfield Line and, thus, has a higher volume than would be reported if only Springfield Line related volumes were identifiable and listed. The IFG Terminal also contains non-Springfield Line traffic in its totals. The CN Full Waybill Methodology columns are the volumes from our original February

[55] Determined in consultation with CN operating experts.

28, 2022 Responsive Application, and a set of revised numbers prepared for this amended operating plan.

Figure 7
Pre-transaction Yard Volumes[56]

Location	CP-KCS Methodology Base Year Car Handlings October 2021 Filing	CP-KCS Methodology Base Year Car Handlings May 2022 Filing	CN Methodology Base Year Cars Handled February 2022 Filing	Updated CN Methodology Base Year Cars Handed June 2022 Filing
East St. Louis	[redacted]	[redacted]	[redacted]	[redacted]
International Freight Gateway	[redacted]	[redacted]	[redacted]	[redacted]
Kansas City/Knoche Yard	[redacted]	[redacted]	[redacted]	[redacted]
Roodhouse, IL	[redacted]	[redacted]	[redacted]	[redacted]

The two CP-KCS columns in the above table show how the reported car handlings changed between the two operating plan versions, primarily due to the inclusion of unit traffic in the more recent CP-KCS Amended Operating Plan. Two changes were made in the CN Full Waybill Methodology – one was to restate intermodal platforms into intermodal cars, thus reducing the total number of cars handled at IFG while making this number consistent with the KCS approach. The second was

[56] *See* "HC – (Amended) Operating Metrics – Estimation of Yard Activity.pdf" and associated analysis workpapers. Yard volume for "Kansas City/Knoche Yard" is based on Appendix B, CP-KCS Application, Vol. 2, Appendix B, page 371. The CP-KCS Calibration Methodology values are based on CP-KCS workpaper "Yard Cars Per Day.xlsx," tab "Yard Volumes Working Copy," Column J "Base Design" submitted as CP-KCS Amended Operating Plan Errata. Values exclude bulk traffic.

to use the higher value for Knoche Yard as provided by CP-KCS that includes the handling of bulk traffic.

3. Existing Customers, Traffic, and Operations

Existing customers: There are existing shippers on the Springfield Line that generate originating, terminating, and interchange traffic. Based on the 2019 full year waybill, the top five customers—by volume—of the [redacted] carloads on the Springfield Line during 2019 are shown in Figure 8 for grain shippers and Figure 9 for non-grain carload shippers, below with their location provided.[57]

Figure 8
2019 Springfield Line Grain Shippers[58]

[redacted]

[57] Source: "2019 CPKC 100% Waybills (FD 36500 – Work Paper – HC – 2019_CONSOLIDATED_CPKCS_DATA_MASTER.txt."
[58] Source: 2019 CPKC 100% Waybills (FD 36500 – Work Paper – HC – 2019_CONSOLIDATED_CPKCS_DATA_MASTER.txt) provided as part of CP-KCS Application. *See* "HC – KCS Springfield Current Customers.xlsx."

Figure 9
2019 Springfield Line (Non-Grain) Carload Shippers[59]

Based on the 2019 full-year waybill data, the top five shippers of the [redacted] intermodal containers that moved on the Springfield Line during 2019 are shown in Figure 10 by location.[60]

Figure 10
2019 Springfield Line Intermodal Shippers[61]

[59] Source: 2019 CPKC 100% Waybills (FD 36500 – Work Paper – HC – 2019_CONSOLIDATED_CPKCS_DATA_MASTER.txt) provided as part of CP-KCS Application. *See* "HC –KCS Springfield Current Customers.xlsx."
[60] Source: 2019 CPKC 100% Waybills (FD 36500 – Work Paper – HC – 2019_CONSOLIDATED_CPKCS_DATA_MASTER.txt) provided as part of CP-KCS Application. *See* "HC –KCS Springfield Current Customers.xlsx."
[61] Source: 2019 CPKC 100% Waybills (FD 36500 – Work Paper – HC – 2019_CONSOLIDATED_CPKCS_DATA_MASTER.txt) provided as part of CP-KCS Application. *See* "KCS Springfield Current Customers.xlsx."

Existing Train Operations on the Springfield Line: KCS currently operates the following road trains, local trains, and yard assignments on the Springfield Line. Assignments operate [redacted] days per week.[62] A detailed listing of all trains operated is included in Appendix B. Many of the assignments in the Kansas City area primarily serve traffic not associated with the Springfield Line. ICRR does not expect to operate local trains in the Kansas City area post-transaction.

Scheduled Assignments[63]

- [redacted] foreign railroad transfers of interchange cars between Knoche Yard and the foreign railroad's yard in Kansas City.
- [redacted] operating from/to various locations on the Springfield Line, with destinations varying by day of the week[64]
- [redacted] operating between Kansas City and East St. Louis
- [redacted] in East St. Louis, with varying destinations depending on the day of the week
- [redacted] at the IFG Terminal
- [redacted] in Kansas City, with varying destinations depending on the day of the week.

[62] *See* "21.2.16 - KCSR-HC-00020863.xlsx" produced in discovery.
[63] *See* "21.2.16 - KCSR-HC-00020863.xlsx" produced in discovery.
[64] Local and unit train discussions are designated Highly Confidential because KCS's existing local and unit train service on the Springfield Line was derived from their Highly Confidential production. Other trains were available from publicly available sources. As a result, CN's planned local and unit train service were redacted to avoid any disclosure of KCS's current, apparently Highly Confidential local and unit train service.

Unscheduled Trains[65]

Based on the CN Full Waybill Methodology, KCS operates an average of [redacted] unit grain trains per week (loaded and empty) from points along the Springfield Line to multiple destinations on the KCS and KCSM network (a small number of these trains interchange to other carriers at East St. Louis). Under the CP-KCS Calibration Methodology the number of grain trains is based on the observed operations from early 2021, and is not adjusted to reflect differences between 2021 volumes and 2019. Based on the CP-KCS work papers the CP-KCS Calibration Methodology effectively uses a grain train frequency of [redacted] trains per week, or about 20% fewer than the traffic volumes from 2019 appear to support.

These trains, locals, and yard assignments provide the following services:

- Through trains M-KCVN and M-VNKC run between Kansas City and East St. Louis four days per week.
- [redacted][66]
- [redacted][68]
- [redacted]

[65] *See* "21.2.16 - KCSR-HC-00020860.xlsx", "21.2.16 - KCSR-HC-00020862.xlsx" produced in discovery.
[66] *See* "KCSR-HC-00020863.xlsx."
[67] *See* "KCSR-HC-00020863.xlsx."
[68] *See* "KCSR-HC-00020863.xlsx."
[69] *See* "KCSR-HC-00020863.xlsx."

[redacted][71]

Existing KCS operations in St. Louis: [redacted]

[redacted][73]

4. Existing Locomotive and Car Support Facilities

Locomotives: KCS maintains locomotive service tracks in both Kansas City, MO,[74] and East St. Louis, IL. Only the East St. Louis service track would be converted to ICRR as part of the proposed divestiture transaction. Locomotive service tracks can perform minor running repairs and servicing such as fueling, sanding, daily inspections, and locomotive derailment response. In addition, [redacted]

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[70] *See* "KCSR-HC-00020863.xlsx."
[71] *See* "KCSR-HC-00020863.xlsx."
[72] Source: "FD 36500 – Work Paper – HC – 2019_CONSOLIDATED_CPKCS_DATA_MASTER.txt" provided as part of CP-KCS Application workpapers. *See* "KCS Springfield Interchange Volumes Analysis.xlsx" for analysis performed.
[73] *See* "KCSR-HC-00020863.xlsx."
[74] [redacted] (Source: Kansas City Southern, Mechanical – Locomotive Executive Report, 15 July 2021, 21.1.10 - KCSR-C-00020869 to KCSR-C-00020871.pdf).

[redacted]

Cars: For railcar maintenance and repair, KCS has mechanical facilities and personnel at both Kansas City, MO, and East St. Louis, IL. Again, only the East St. Louis facilities would be converted to ICRR in connection with the proposed transaction. [redacted]

In addition to railcar maintenance and repair, KCS mechanical personnel perform other duties. In Kansas City, [redacted][78]

These KCS personnel also handle work attributable to other parts of the KCS network.

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[75] Kansas City Southern, Mechanical – Locomotive Executive Report, 15 July 2021, 21.1.10 - KCSR-C-00020869 to KCSR-C-00020871.pdf.
[76] *See* "21.1.11 - KCSR-C-00020872 to KCSR-C-00020874.pdf."
[77] *See* "21.1.11 - KCSR-C-00020872 to KCSR-C-00020874.pdf."
[78] *See* "21.1.11 - KCSR-C-00020872 to KCSR-C-00020874.pdf."

Between Kansas City and East St. Louis, trainmen generally handle all required air brake tests and railcar inspections (except for 1,500-mile extended haul tests, as trainmen are not considered qualified mechanical inspectors by FRA) when making pickups and set outs at industries or other sidings. KCS also has identified locations between Kansas City and East St. Louis where train crews can perform intermediate terminal air brake tests. Those locations are [redacted][79]

5. Existing Track Condition

On February 11, 2022, CN received through a discovery production certain track and bridge inspection reports and pictures of track condition from KCS, including a June, 2021, Bridge Inspection Report of the KCS Bridge over the Mississippi River at Louisiana, MO, prepared by Modjeski and Masters, Inc, an engineering firm. On February 21, 2022, CN received through a discovery production video footage related to the Springfield Line. Both productions came late in the process of assembling the Responsive Application.[80]

CN has requested access to the Springfield Line from Kansas City to Cockrell/East St. Louis to perform a hi-rail or other physical inspection. As of the data of this Responsive Application, such access has not been granted.

It is not clear that any of the pictures produced by Applicants depict the line segment between Roodhouse, Ill., and Springfield, Ill. However, based on CN's

[79] *See* "21.1.11 - KCSR-C-00020872 to KCSR-C-00020874.pdf."
[80] Track condition pictures and video and bridge inspection reports were produced by KCS in files in the range from "21.1.13 KCSR-C-00020876 to KCSR-C-00020887.pdf" to "21.1.220 KCSR-C-00027148-KCSR-C-00027148.pdf."

existing knowledge, the line in some sections may be Class I or FRA excepted. Except for track restricted to [redacted] mph from [redacted] ([redacted], the KCS timetable (2020 edition)[81] does not show any conditions on the line from Kansas City to St. Louis and Springfield to be anything other than Class [redacted]. Physical inspection of the full Springfield Line would be required to confirm track conditions, as well as the condition of the bridges.

6. Existing Dispatch

CN assumes that the Springfield Line is currently dispatched from a regional desk in the Kansas City Network Operations Center located in Kansas City, MO[82]

7. Existing Labor

According to the CP-KCS Application and accompanying materials,[83] KCS currently employs 92 people on the Springfield Line, including 72 Agreement employees (Engineering – 20; Mechanical – 1; and Transportation – 49) and 20 Engineering, Mechanical, and Transportation Non-Agreement supervisory employees.[84] The location of these employees are shown in Figure 11. A complete list of employees by craft is provided in Appendix E.

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[81] A copy of the 2020 KCS timetable was produced through discovery.
[82] Source: Determined in consultation with CN operating experts.
[83] KCS produced a list of purported list of Springfield Line employees, but that list attributed to the Springfield Line numerous employees who will, in fact, actually continue to work on the KCS main line extending south from Kansas City.
[84] *See* "CP-KCS - Summary of GWWR Employee Impacts - Revised.pdf;" CP-KCS Application. Verified Statement of Myron W. Becker at 245 (shows Engineering, Transportation, and Mechanical employees).

Figure 11
Locations of Springfield Line Employees[85]

Location	Agreement	Non-Agreement	Total
E. St. Louis, IL	35	7	42
Kansas City, MO	23	0	23
Louisiana, MO	4	0	4
Mexico, MO	4	3	7
Odessa, MO	0	5	5
Roodhouse, IL	0	1	1
Slater, MO	6	4	10

The table of existing employees by location that work under agreements originally entered into with the former Gateway Western Railway Company,[86] a predecessor company of KCS, includes an estimate of the Kansas City-based T&E employees who work on the through Kansas City – East St. Louis train pair. All other employees are actually located on the Springfield Line (excluding bridge tenders at Pearl who will be replaced by a remote bridge operation pending a request made by KCS to the U.S. Coast Guard).

8. Existing Short Lines

Figure 12 below provides a list of the short line carriers that can interchange traffic at points along the Springfield Line. Not all of these carriers actively receive traffic from, or deliver traffic to, KCS.

[85] Source: "CP-KCS - Summary of GWWR Employee Impacts - Revised.pdf."
[86] *See* "CP-KCS - Summary of GWWR Employee Impacts - Revised.pdf"; CP-KCS Application. Verified Statement of Myron W. Becker at 245 (shows Engineering, Transportation and Mechanical employees).

Figure 12
Existing Short Lines on the Springfield Line[87]

Mark	Name	Interchange
ALS	Alton & Southern	East. St. Louis and Madison, Illinois
CMR[88]	Central Midland	Madison, Illinois
IMRR	Illinois & Midland Railroad	Springfield, Illinois
KCTL	Kansas City Terminal	Kansas City, Missouri, and Kansas City, Kansas
OVRR	Ozark Valley Railroad	Mexico, Missouri
PHRR	Port Harbor Railroad	Granite City, Illinois
TPW	Toledo, Peoria & Western	Springfield, Illinois (via IMRR and TZPR)
TRRA	Terminal Railroad of St. Louis	East St. Louis and Madison, Illinois
TZPR	Tazewell & Peoria	Springfield, Illinois (via IMRR)

Volume by interchange in the Base Year is set forth in Figure 13 below.

Figure 13
Existing Short Lines & Class I Railroads: Interchanges & Traffic Volume (Based on Full Year 2019 Waybills)[89]

[87] Source: KCS Network Map for Short Line connections (https://www.kcsouthern.com/en-us/work-with-us/partners/network-map). Actual interchange locations between KCS and Short Line were determined using Railinc: https://steelroads.railinc.com.
[88] Now Missouri Eastern Railroad (MER) as of November 2021.
[89] Source: 100% CPKC Waybill data "FD 36500 – Work Paper – HC – 2019_CONSOLIDATED_CPKCS_DATA_MASTER.txt" provided as part of CP-KCS Application workpapers. See "HC - KCS Springfield Interchange Volumes Analysis.xlsx" for analysis performed.

9. Existing Passenger Service

a. Existing Intercity Service (Amtrak)

There are two segments of the Springfield Line over which Amtrak operates as a tenant of other railroads.

Near Kansas City: At Rock Creek Junction, MO, Amtrak arrives and departs Kansas City, crossing the existing Springfield Line for approximately 0.1 miles while moving from UP track to the KCT trackage.[90] Amtrak currently operates one daily Missouri state-supported Missouri River Runner train pair

[90] Amtrak, Illinois and Missouri Train Service Schedules, 23 March 2020; SPV, Comprehensive Railroad Atlas of North America, Prairies East and Ozarks, 2004.

between St. Louis and Kansas City (prior to 2022, the Amtrak operated two Missouri River Runner roundtrips per day).[91]

In addition, on occasion, Amtrak's daily long-distance Southwest Chief may be rerouted off the BNSF mainline at Congo, MO to take the ground-level route (as opposed to the Sheffield Flyover, which bridges Rock Creek Junction and other railroad grade crossings) through Rock Creek Junction. Amtrak trains rerouted in this manner share the line with KCS for approximately 0.1 miles. The Southwest Chief operates five days per week in both directions between Chicago, Kansas City, and Los Angeles, which is tentatively scheduled to end March 27, 2022, when the train is expected to go back to its daily schedule.[92]

Godfrey, IL and Q Tower, IL (East St. Louis): Between Godfrey, IL and Q Tower in East St. Louis, IL, Amtrak operates as part of a higher-speed Chicago to St. Louis Corridor. The Amtrak trains operating over this line include four daily Lincoln Service train pairs and one daily Texas Eagle train pair (currently operating five days per week due to the COVID-19 pandemic.[93] UP hosts these trains on the jointly owned segment between Godfrey and Q Tower. UP dispatches the jointly owned segment. A subset of these Amtrak trains exit the segment after a shorter distance at WR Tower in Granite City, IL, for an alternative routing into St. Louis.

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[91] KSHB, Amtrak to reduce Missouri service to 1 daily round trip, 1 January 2022.
[92] Amtrak, Southwest Chief Train Service Schedule, 8 March 2020; Railway Age, Omicron Forces Amtrak Service Cuts, 18 January 2022; SPV, Comprehensive Railroad Atlas of North America, Prairies East and Ozarks, 2004.
[93] Amtrak, Illinois and Missouri Train Service Schedules, 23 March 2020; Railway Age, Omicron Forces Amtrak Service Cuts, 18 January 2022.

b. Existing Commuter Rail Service

The KCS Springfield Line does not currently host any commuter rail service.

B. CN's Current Operations

1. Line Description

CN's current network spans approximately 18,619 route miles in 13 U.S. states and eight Canadian provinces, with 5,314 miles in the United States. CN has lines linking the Atlantic, Pacific, and Gulf Coasts of North America. CN has approximately 2,310 locomotives, 51,974 railcars, and 25,975 employees across its U.S. and Canadian system. CN currently operates an average of 479 freight trains per day (including 224 road trains and 255 local and switching assignments).

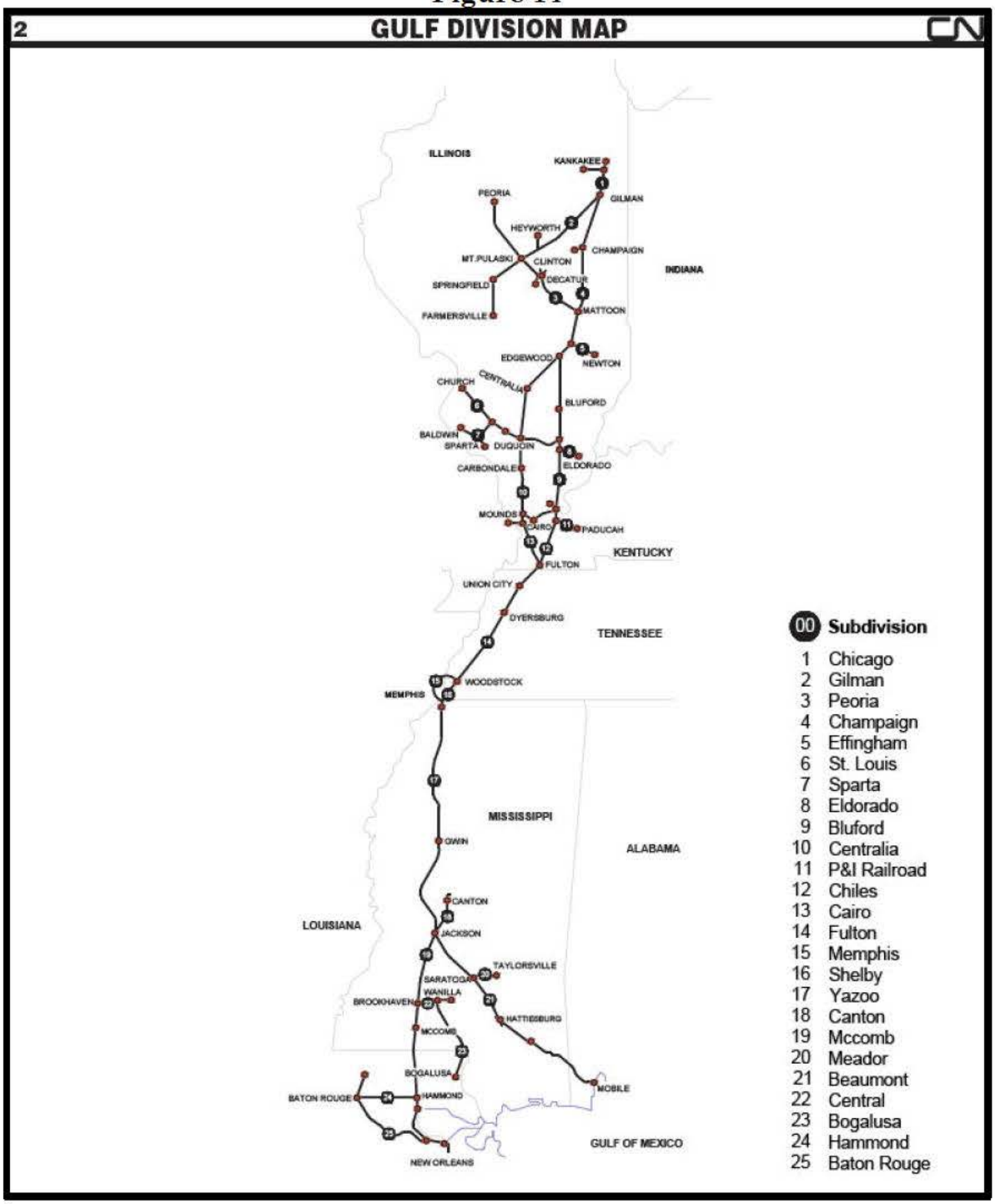
CN's network is organized into two regions: Western (Western Canada) and Eastern (Eastern Canada and the United States). In the United States, CN's network is organized into three divisions: Midwest, Central, and Gulf. For purposes of this Responsive Application, detail is provided about the portions of CN's network that will be most affected by ICRR's acquisition of the Springfield Line.

In Eastern Canada, some transaction-related impact will occur between Sarnia and Montreal, including Toronto because of increased volume of intermodal traffic to and from the Port of Montreal. In the United States, the increased traffic from the projected diversions will primarily affect CN's Central and Gulf Divisions. The additional trains and cars by segment are described further below.

CN's Gulf Division is depicted in Figure 14. The Gulf Division includes 25 subdivisions, running from Kankakee, IL through Illinois, Kentucky, and Tennessee to Memphis, TN, and south to Jackson, MS. At Jackson, CN's lines split with one

line extending southeast to Mobile, AL and a second line running south to New Orleans, LA. An additional main line extends northwest from New Orleans to Baton Rouge, LA. In Illinois, CN lines extend to several western points.

Figure 14

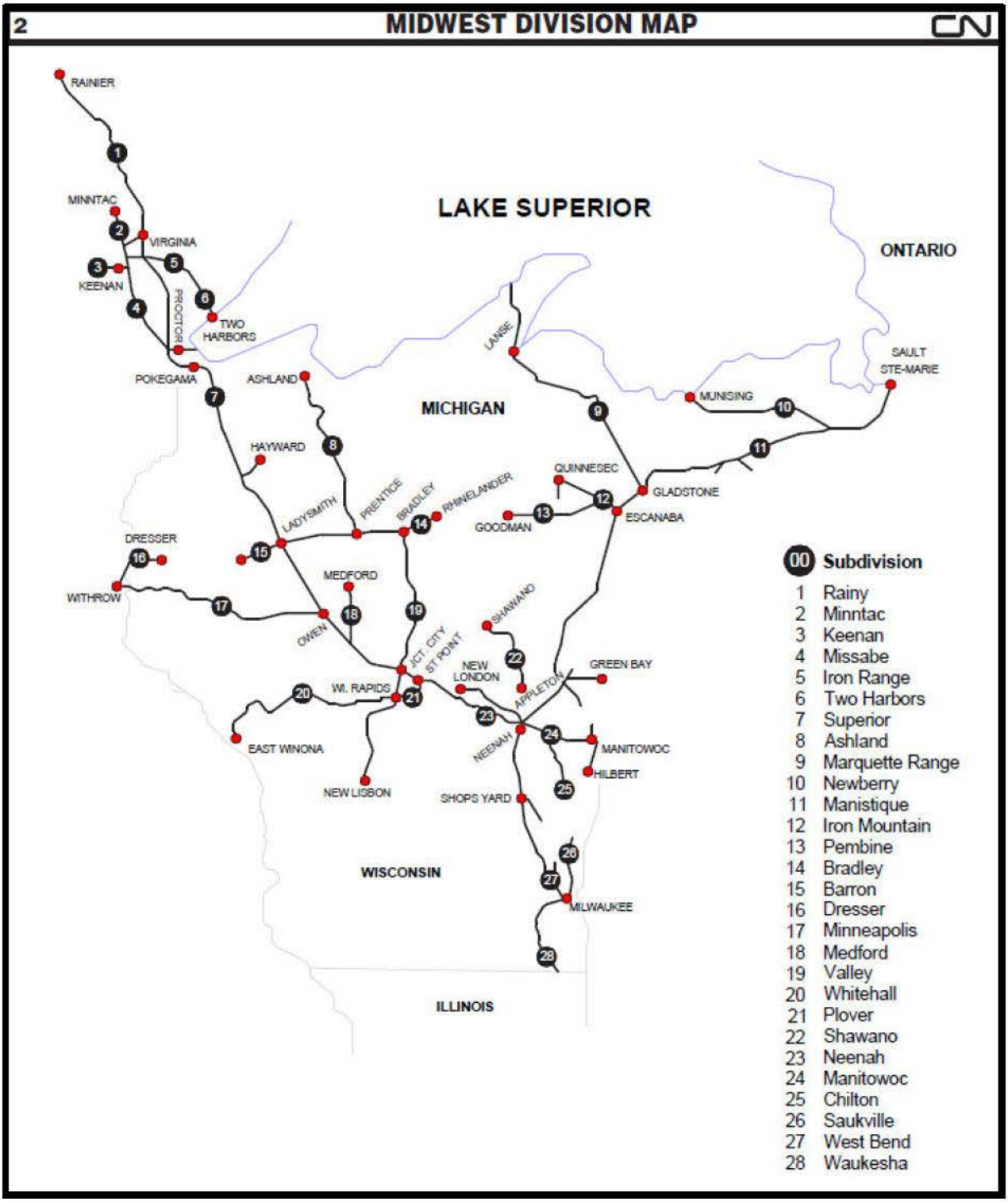


The Gulf Division operates in mid-America, serving several major natural resource and industrial traffic flows, including: chemicals from Louisiana and Mississippi to Chicago and other gateways; grain from Midwestern origins to processing plants in the Midwest, river barge facilities, and Gulf ports; and intermodal traffic, paper, forest products, metals, and bulk commodities. CN also provides premium north-south intermodal service from Chicago to New Orleans, LA, and points en route in Memphis, TN and Jackson, MS. CN's Gulf Division has rail connections with all major railroads in the United States and provides significant joint linehaul service in conjunction with other carriers. The Gulf Division provides access to the ports of New Orleans and Mobile on the Gulf of Mexico, and to various other port facilities on the Mississippi River. The Gulf Division includes the Gilman Subdivision, which runs from Springfield, IL to Gilman, IL.

CN's Midwest Division is depicted in Figure 15. The Midwest Division include 30 subdivisions and extends from Ranier, MN south to Milwaukee and Waukesha, WI.[94] Its western-most point is Withrow, MN, and its eastern-most point is Sault Ste-Marie, MI. To the south, it terminates at Antioch, IL

[94] Wisconsin Central consummated its transaction on January 28, 2022 with Watco, that involved the sale of certain lines in Wisconsin and Michigan. *See* STB Docket Nos. 36503, 36504, and 36505.

Figure 15


2
MIDWEST DIVISION MAP
LAKE SUPERIOR
ONTARIO
MICHIGAN
WISCONSIN
ILLINOIS
RAINIER
MINNTAC
VIRGINIA
KEENAN
PROCTOR
TWO HARBORS
POKEGAMA
ASHLAND
HAYWARD
LADYSMITH
PRENTICE
BRADLEY
RHINELANDER
DRESSER
WITHROW
MEDFORD
OWEN
JCT. CITY
ST POINT
W. RAPIDS
EAST WINONA
NEW LISBON
LANSE
SAULT STE-MARIE
MUNISING
QUINNESEC
GLADSTONE
ESCANABA
GOODMAN
SHAWANO
NEW LONDON
APPLETON
GREEN BAY
NEENAH
MANITOWOC
HILBERT
SHOPS YARD
MILWAUKEE
00 Subdivision
1 Rainy
2 Minntac
3 Keenan
4 Missabe
5 Iron Range
6 Two Harbors
7 Superior
8 Ashland
9 Marquette Range
10 Newberry
11 Manistique
12 Iron Mountain
13 Pembine
14 Bradley
15 Barron
16 Dresser
17 Minneapolis
18 Medford
19 Valley
20 Whitehall
21 Plover
22 Shawano
23 Neenah
24 Manitowoc
25 Chilton
26 Saukville
27 West Bend
28 Waukesha

CN's Central Division is depicted in Figures 16-18. The Central Division has 28 subdivisions. It includes CN's line between Conneaut, OH and Wallace Junction, PA to North Bessemer, PA. It runs south from Port Huron, MI to Toledo, OH, then also runs west from Port Huron, MI, through Battle Creek, MI, then onto Griffith, IN. The Central Divisions includes Detroit and runs west through and around Chicago and on through Illinois and Iowa to Omaha, NE.

Figure 16

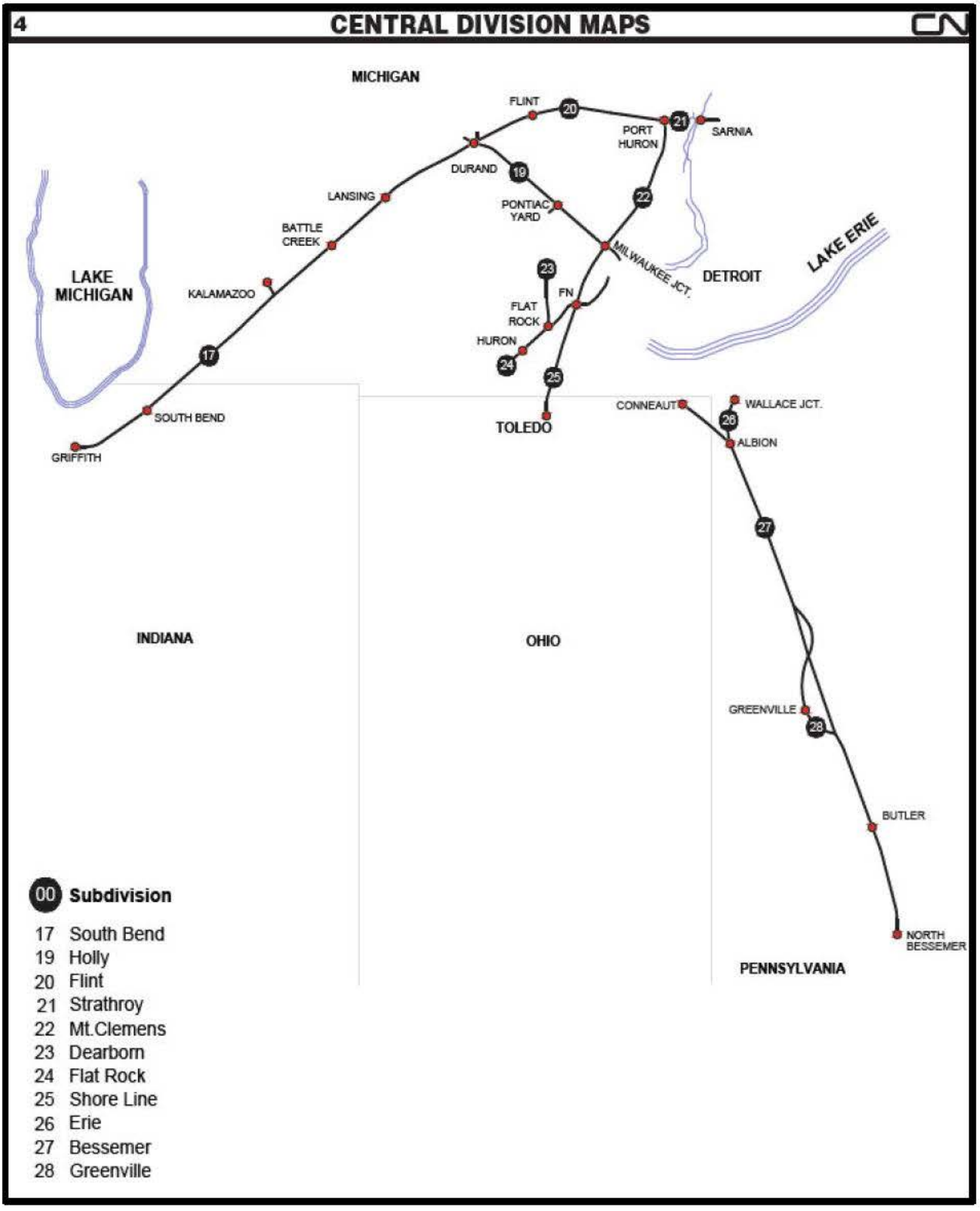

4
CENTRAL DIVISION MAPS
MICHIGAN
FLINT
20
21
SARNIA
PORT HURON
DURAND
19
LANSING
22
PONTIAC YARD
BATTLE CREEK
MILWAUKEE JCT.
LAKE MICHIGAN
KALAMAZOO
23
FN
DETROIT
LAKE ERIE
FLAT ROCK
HURON
24
25
17
SOUTH BEND
TOLEDO
CONNEAUT
WALLACE JCT.
26
ALBION
GRIFFITH
27
INDIANA
OHIO
GREENVILLE
28
BUTLER
NORTH BESSEMER
PENNSYLVANIA
00 Subdivision
17 South Bend
19 Holly
20 Flint
21 Strathroy
22 Mt.Clemens
23 Dearborn
24 Flat Rock
25 Shore Line
26 Erie
27 Bessemer
28 Greenville

Figure 17

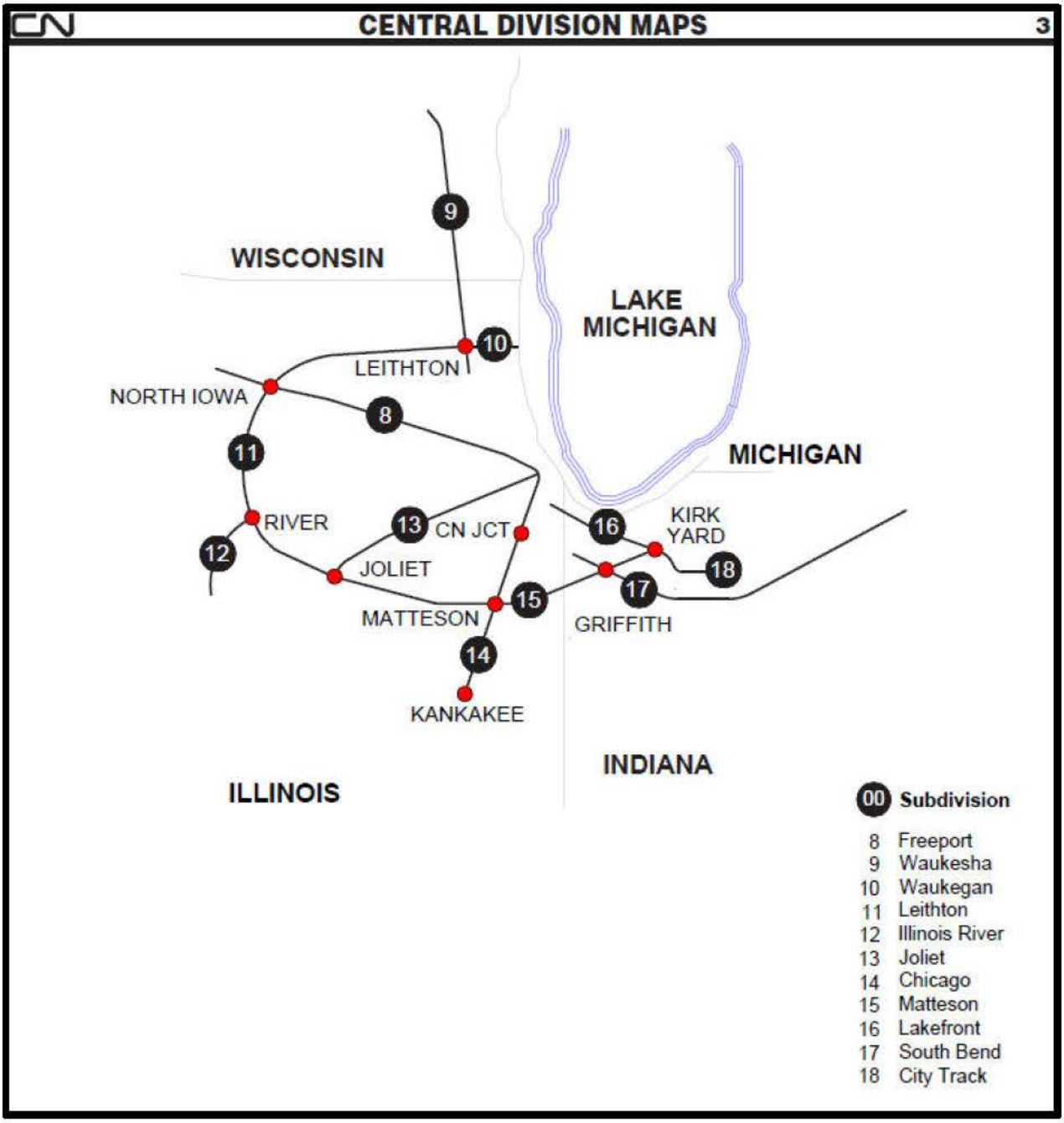
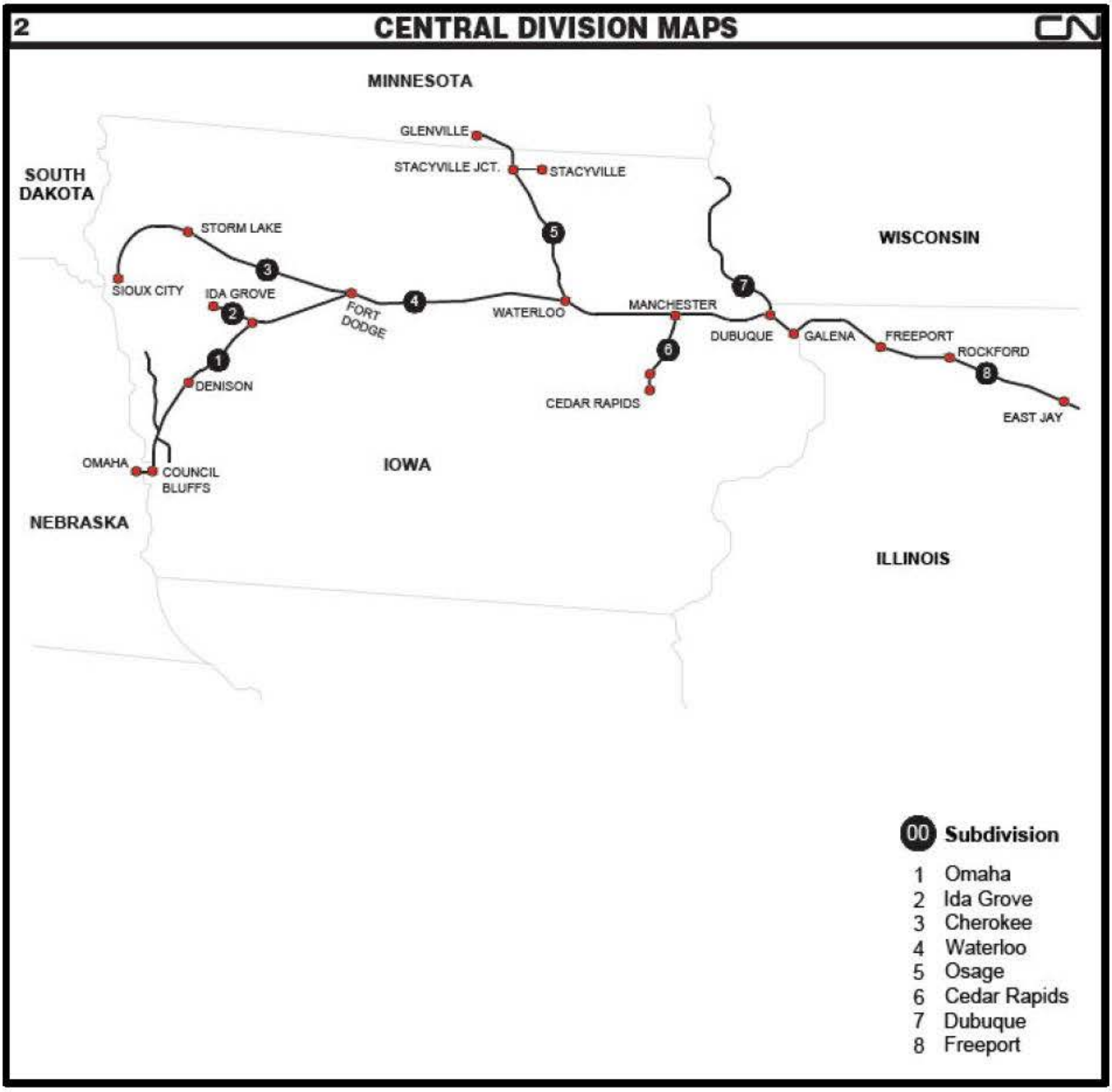

CN
CENTRAL DIVISION MAPS
3
WISCONSIN
LAKE MICHIGAN
MICHIGAN
INDIANA
ILLINOIS
9
10
LEITHTON
NORTH IOWA
8
11
RIVER
12
13
CN JCT
JOLIET
MATTESON
14
KANKAKEE
15
16
KIRK YARD
17
GRIFFITH
18
00 Subdivision
8 Freeport
9 Waukesha
10 Waukegan
11 Leithton
12 Illinois River
13 Joliet
14 Chicago
15 Matteson
16 Lakefront
17 South Bend
18 City Track

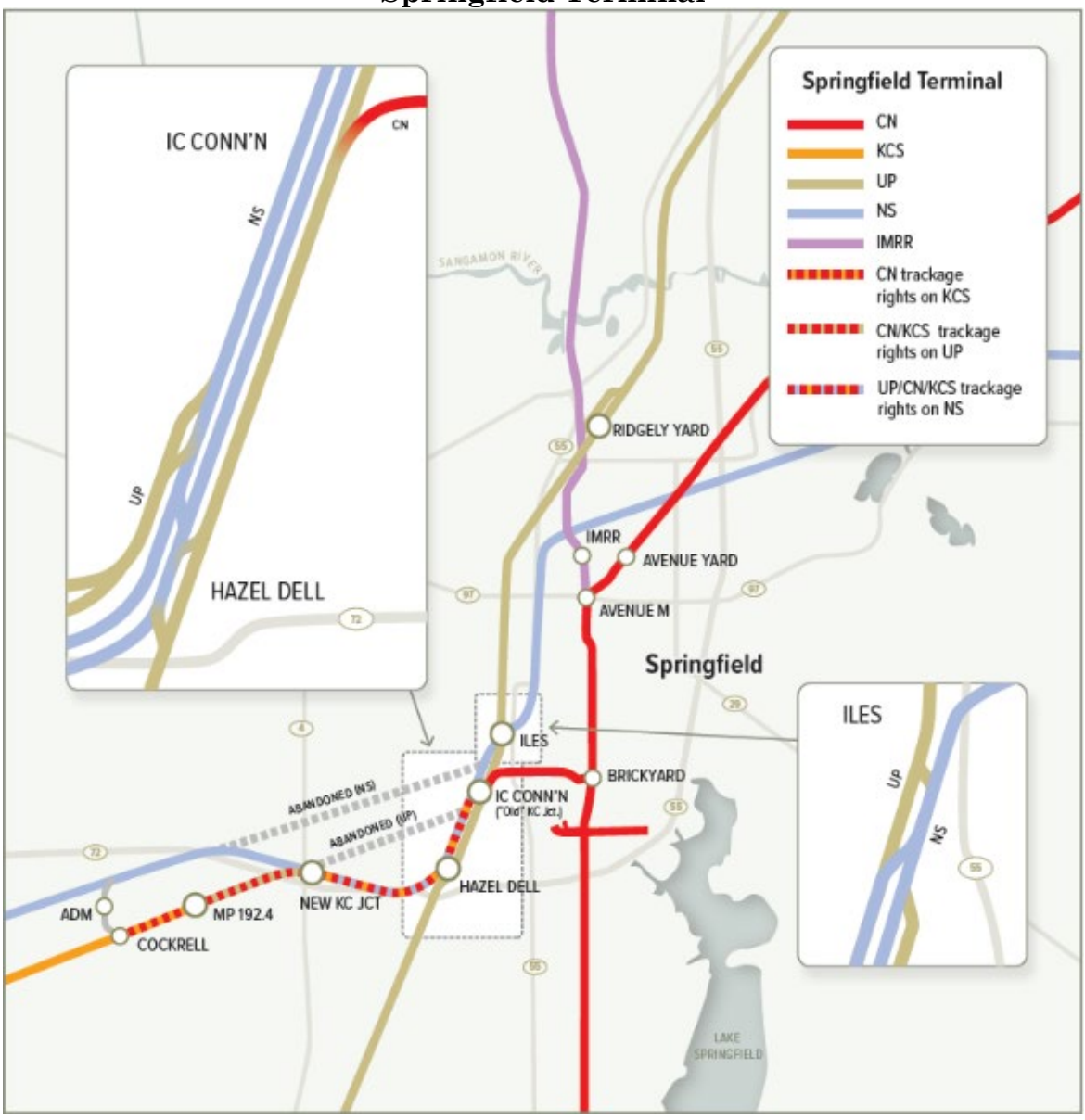
Figure 18



The junction of CN's existing network and the Springfield Line occurs in Springfield, IL, where CN trains move over trackage rights as a subtenant of UP. CN operates for 1.8 miles on the UP-owned Airline Industrial Lead and over the NS mainline for 2.6 miles (a line over which UP freight trains and Amtrak passenger

trains also operate over, under NS dispatcher authority),[95] using turnouts to get on and off to reach CN's Gilman District line of the Gulf Region; then 115.3 miles to reach Gilman, IL, where this line connects with CN's main north-south line toward Chicago. Figure 19 depicts the lines in the Springfield Terminal area.

Figure 19
Springfield Terminal



[95] Union Pacific, St. Louis Area Timetable No. 6, 30 March 2020, p. 43.

CN also connects with the Springfield Line in East St. Louis at Church. CN also, infrequently, interchanges unit trains with KCS in East St. Louis Yard. CN uses overhead trackage rights over KCS to reach TRRA's Madison Yard and CN leases a portion of the KCS yard office in East St. Louis as a CN crew reporting location.

The new train services contemplated by the Operating Plan will operate between Kansas City and the CN Chicago Intermodal Terminal/Markham Yard ("CIT") and East St. Louis and Roodhouse, IL. The increased intermodal and automotive volumes attracted by CN's new single-line services will be added to existing CN trains for movement between CIT and Detroit/Toronto/Port of Montreal.

CN's Chicago Subdivision between Chicago, IL and Gilman, IL is CTC/PTC and permits operating speeds of 60 MPH and 79 MPH for passenger. It is a single-track railroad with passing sidings. Twelve freight trains and four passenger trains per day.

There are numerous points of interchanges along CN's lines between Memphis and Chicago. Non-unit train interchanges of significance include the interchange with CSXT at Effingham, IL (daily interchange); the Indiana Railroad ("INRD") at Effingham, IL (interchange six days per week); the UP at Salem, IL (daily interchange with 2-3 run through trains); TRRA at East St. Louis (six day turn local interchange); and the Paducah & Louisville Railway ("PAL") at Paducah, IL (six day turn local interchange). Smaller volume interchanges take place with NS

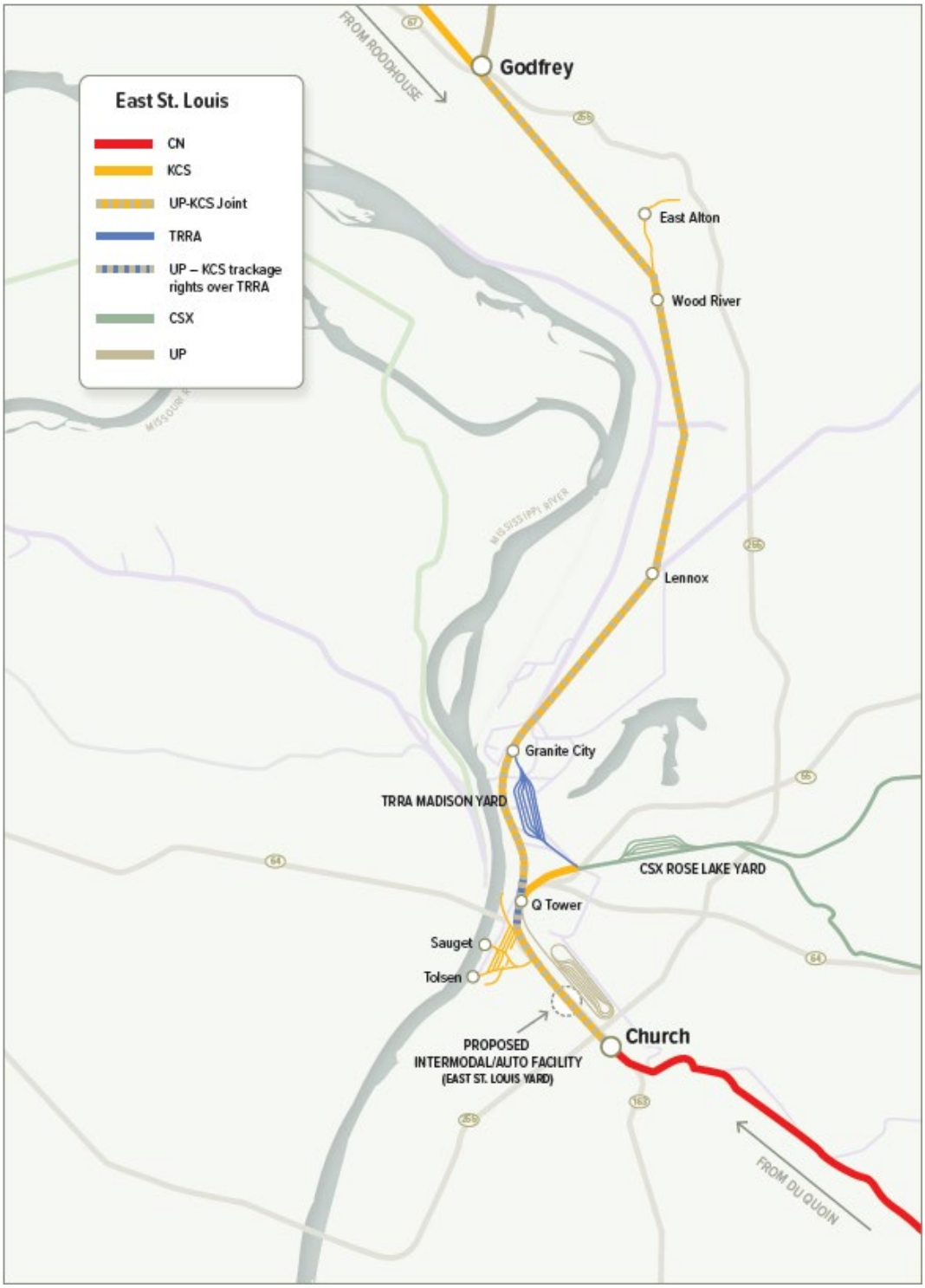
at Decatur, IL; TZPR in Peoria, IL; and TPW at Gilman, IL. The 2019 interchange volumes for the five highest volume interchanges are shown in Figure 20 below.

Figure 20
2019 Interchange Volumes for Most Significant Interchanges Between Chicago and Gilman

Station	Foreign	Delivered	Received	Total
Effingham	CSXT	4,100	4,650	8,750
East St. Louis	TRRA	9,678	9,882	19,560
Newton/Indy Int	INRD	16,675	16,642	33,317
Paducah	PAL	17,468	17,521	34,989
Salem	UP	54,888	39,161	94,049
Grand Total		**102,811**	**87,856**	**190,667**

CN can enter KCS's East St. Louis Yard from the southeast. KCS enters from the northwest. Unit trains destined for Sauget on the Mississippi River are interchanged infrequently between CN and KCS at this point. East St. Louis Yard has a small transload terminal today. CN's plan is to add an automotive unloading terminal and an intermodal terminal to this underutilized facility. Today, CN operates a train six days per week between East St. Louis and its main north-south freight line at Du Quoin, IL. The traffic then transfers to manifest trains to/from St. Louis. CN has overhead trackage rights to reach TRRA's Madison Yard. All interchange of CN manifest traffic is done through TRRA, which provides such service six days per week.

Figure 21
East St. Louis



2. Existing Yards and Other Facilities

CN operates numerous yards and facilities throughout the United States. Relevant to this Responsive Application, there are five existing major CN yards that serve hump, intermodal, and automotive traffic in the vicinity of Chicago, IL and Memphis, TN. Traffic to and from the Springfield Line will generally transit one or more of these yards.

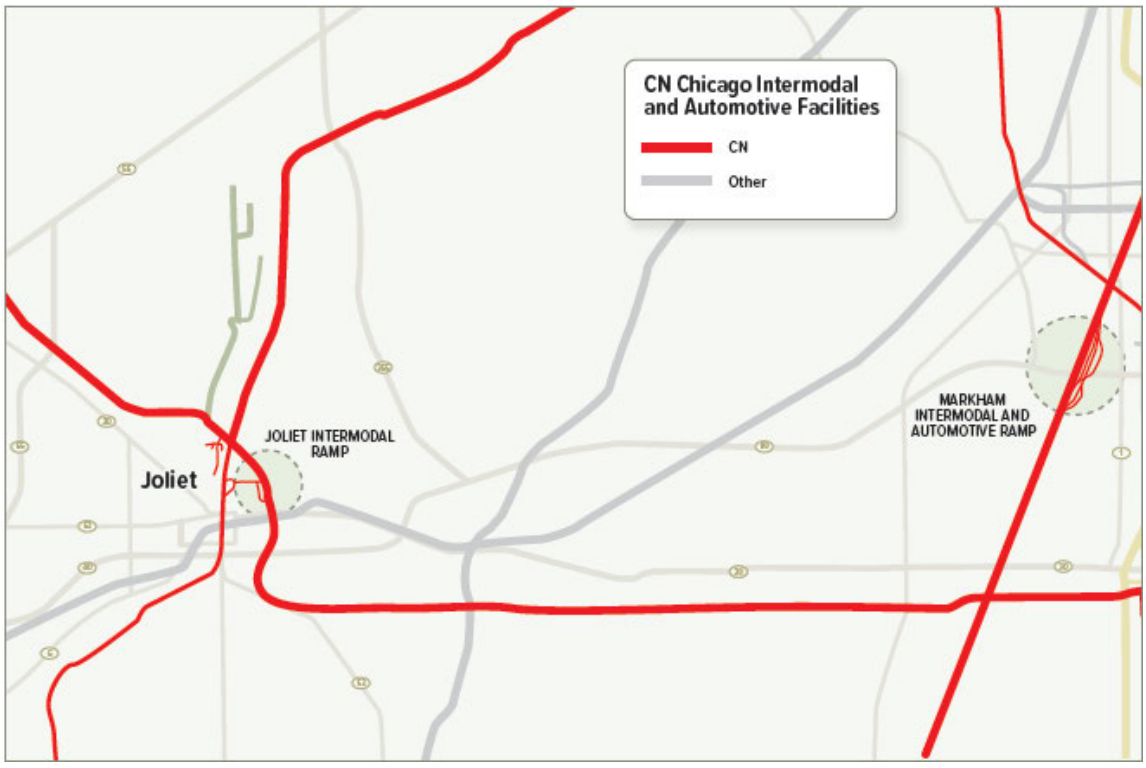
a. Greater Chicago Area

Kirk Yard is CN's hump yard in Gary, Ind., southeast of Chicago. The yard consistently processes 2,000–2,200 cars per day. The yard hosts 18 core train departures per day, three core train turn locals departure/arrivals per day, and 21–24 core train arrivals per day. Additional train movements include interchange with the Chicago South Shore & South Bend Railroad ("CSS") short line daily in and out, CSXT manifest trains daily in and out, CSXT unit coke trains, and a limited number of NS unit coke trains. The yard's fluid capacity is 3,500 cars, but it has the ability to accommodate up to 4,300 cars per day on a short term basis if required. Kirk Yard has eight receiving tracks, 11 departure tracks, and 53 classification tracks which allows it to classify numerous cars and trains at any given time.

Markham Automotive Yard in Hazel Crest, IL, south of Chicago, is CN's automotive yard. Markham Yard has two 1,300-foot unloading tracks. It hosts four automotive trains per day. NS, UP, and the Indiana Harbor Belt Railroad ("IHB") can interchange finished vehicles with CN at this location.

CN's Chicago Intermodal Terminal or CIT is in Harvey, IL, south of Chicago, is CN's intermodal yard.[96] The yard has two tracks of 7,200 feet, two tracks of 6,000 feet, and three tracks of 2500 feet, all with asphalt pad to accommodate chassis movements. The Harvey facility currently hosts 11 intermodal trains per day in and/or out, four automotive trains per day in and/or out, two switching jobs, and two industry jobs. NS, UP, CSXT, and the IHB can all interchange intermodal traffic with CN at Harvey. The yard can flat-switch about 300 cars per day. It also has a small, four-track support yard. CN has a dried distillers' grains ("DDG") transload facility that receives product from Iowa, where it is loaded into containers and shipped to Asia.

Figure 22
Markham Yard



[96] CIT is within the broad footprint of what has historically been referred to as Markham Yard.

b. Memphis

Harrison Yard is CN's hump yard in Memphis, TN. The yard consists of eight receiving tracks, four departure tracks, 45 classification tracks and a single pull back on the single hump. The yard uses dowdy retarders and is not a traditional hump yard. The 45 classification tracks come off two separate long leads that are equal in length. Harrison Yard's fluid capacity is about 2,600 cars. The yard consistently processes 1,100–1,300 cars per day. The yard currently hosts 18 core train arrivals and departures daily, including interchange traffic; prior to the COVID-19 pandemic, the yard regularly hosted 22 core trains per day. The yard workload also includes 10–12 bulk trains per day (a number that increases during peak grain harvest season) three transfers per day in and out, four hump assignments, five pull-down trim assignments, and two industry assignments. CN interchanges traffic daily with CSXT, UP, NS, BNSF, and the Grenada Railway short line at Harrison Yard.

CN's Memphis intermodal yard is co-located with CSXT with separated rail operations. CN has two pad tracks (about 6,200 feet each), and CSX has two pad tracks (about 5,500 feet each). Each railroad has an 8,000-foot running track without loading pad. Two CN intermodal trains operate daily out of the yard, with two more operating four days per week. CSXT operates a daily pair of trains from the facility. CN's Memphis automotive compound is located at a small satellite yard and has two 725-foot unloading tracks.

Figure 23
Memphis Intermodal Terminal

3. Existing Traffic and Customers

CN's existing traffic base systemwide is divided into seven commodity groups. Figure 24 shows the carload and revenue breakdown for each commodity group for the Base Year 2019. As noted previously, the most significant commodities for purposes of this Responsive Application are intermodal and automotive traffic.

Figure 24
CN 2019 Traffic Base

Commodity Group	Carloads
Intermodal	2,618,000
Automotive	269,000
Grain and Fertilizers	619,000
Metals and Minerals	1,008,000
Petroleum and Chemical	688,000
Forest Products	375,000
Coal	335,000
Total	**5,912,000**

a. Intermodal

CN's intermodal commodity business includes rail and trucking services and is comprised of two markets: domestic intermodal and international intermodal. Domestic intermodal transports consumer products and manufactured goods, serving retail, wholesale, and logistics-provider channels, both domestically in Canada and the United States, and cross-border shipments. International intermodal handles import and export container traffic to and from overseas markets, serving the major ports of Vancouver, Prince Rupert, Montreal, and Halifax in Canada, as well as the U.S. ports of New Orleans and Mobile. CN's network of inland intermodal terminals, located near ports and large urban centers, connects customers to major markets in North America and overseas.

b. Automotive

CN's automotive commodity group moves both domestic finished vehicles and vehicle parts throughout North America, providing service to vehicle assembly plants in Ontario, Michigan, and Mississippi. CN also serves vehicle distribution facilities in Canada and the United States, as well as parts production facilities in Michigan and Ontario. CN also serves shippers of imported finished vehicles via the ports of Halifax and Vancouver, and through interchange with other railroads. CN's network of automotive facilities is used to distribute vehicles throughout Canada and the U.S. Midwest

c. Grain and Fertilizers

The grain and fertilizers commodity group primarily includes crops grown and fertilizers processed in Western Canada and the U.S. Midwest. Grain products

transported by CN include wheat, oats, barley, flaxseed, rye, peas, lentils, corn, ethanol, dried distillers grain, canola seed and canola products, soybeans, and soybean products. The majority of the grain produced in Western Canada and moved by CN is exported via the ports of Vancouver, Prince Rupert, and Thunder Bay. Grain grown in the U.S. Midwest is both exported and transported to domestic processing facilities and feed markets. CN also serves major producers of potash in Canada, as well as producers of ammonium nitrate, urea, and other fertilizers across Canada and the United States.

d. Other Commodity Groups

The remaining commodity groups in CN's current traffic base include:

- Metals and Minerals, including steel, iron ore, non-ferrous base metals and ores, construction materials, machinery, railway equipment, and dimensional (large) loads.
- Petroleum and Chemical, which comprises a wide range of commodities, including chemicals and plastics, refined petroleum products, natural gas liquids, crude oil, and sulfur.
- Forest Products, which includes various types of lumber, panels, paper, wood pulp and other fibers such as logs, recycled paper, wood chips, and wood pellets.
- Coal, which consists of thermal grades of bituminous coal, metallurgical coal, and petroleum coke.

4. Existing Dispatch

In the United States, CN dispatches trains from a dispatching center at Homewood, IL This dispatching facility operates 24/7, 365 days per year with approximately 90 employees—predominantly Rail Traffic Controllers ("RTCs")—and dispatches all CN lines in the United States. Homewood uses Precision

Dispatch System ("PDS") as its dispatch system. CN operates 13 dispatch desks at Homewood during the day shift, Monday through Friday, and 11 dispatch desks across the other shifts. The Homewood RTCs are responsible for dispatching an average of 108 trains per day across 83 subdivisions in the United States.

5. Existing Labor

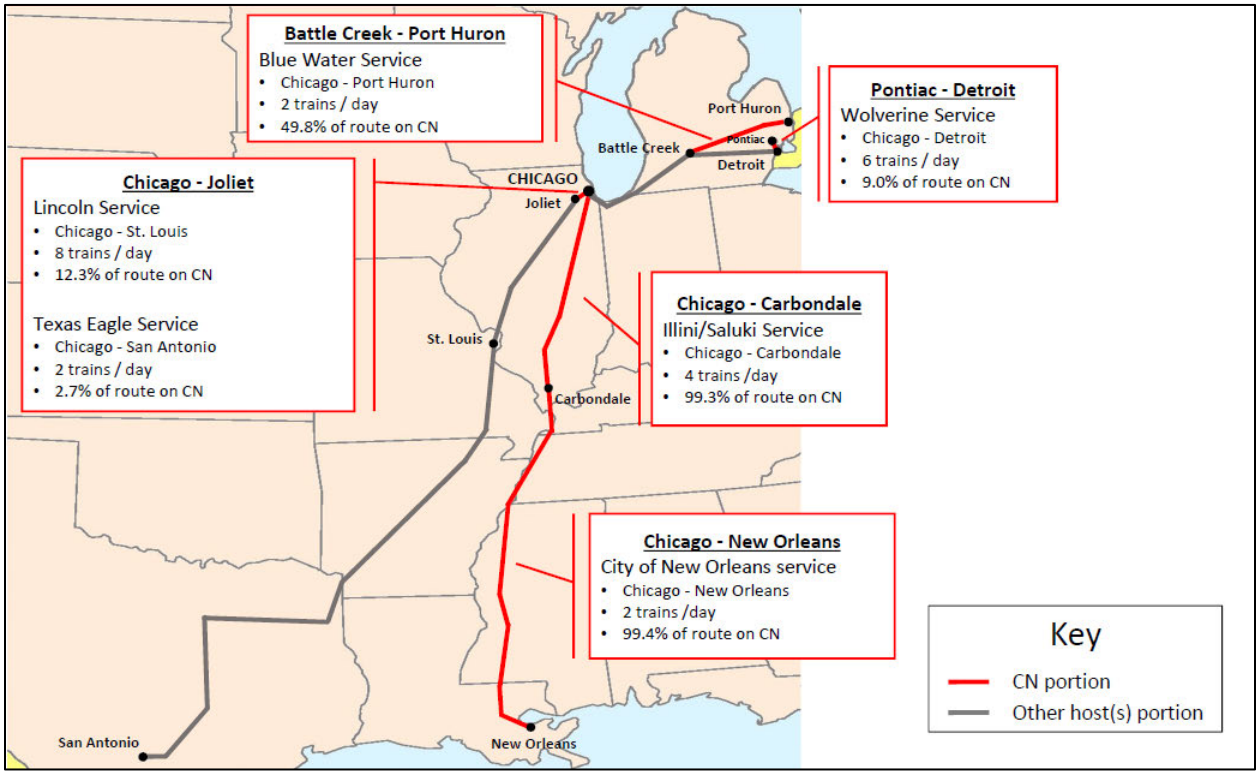
CN has approximately 25,975 employees across its U.S. and Canadian operations, representing all railroad crafts as well as management.

6. Existing Passenger Service

a. Existing Intercity Service (Amtrak)

There are a few segments of CN's existing network over which Amtrak operates that will see additional trains or cars as a result of the proposed divestiture transaction. As described in more detail below, only the Chicago, Gilman, and Memphis Subdivisions will see additional freight trains (two on each subdivision per day). On other CN subdivisions, the post-transaction increases in traffic can be accommodated on existing freight trains. Figure 25 is a visual representation of Amtrak routes on CN's current network

Figure 25
Amtrak Routes on CN



Michigan

As referenced above and described further below, the proposed divestiture transaction will not result in any additional freight trains on CN lines in Michigan. The below description identifies line segments where Amtrak operates on CN lines in Michigan that will see additional car volumes, but there will be no change to how Amtrak and host railroads operate.

Pontiac, Mich., to Moterm, Mich.: Amtrak's Wolverine service is a Michigan state-sponsored service that operates three daily train pairs between

Pontiac, Detroit, and Chicago. The Wolverine service operates on CN lines for 15 miles between Pontiac and Moterm.[97]

Durand, Mich., and Battle Creek, Mich.: Amtrak's Blue Water service is another Michigan state-supported service with one daily train pair operating between Chicago and Port Huron, MI.[98] The Blue Water service utilizes CN trackage between Battle Creek and Port Huron, and also operates over other freight rail lines to reach Chicago.

Battle Creek, Mich.: In addition to the Blue Water service running on CN lines into Battle Creek, the Wolverine service operates on the CN mainline through Battle Creek between Baron and Gord, a distance of 1.2 miles.

Illinois

As explained above and discussed in more detail below, CN's Chicago and Gilman Subdivisions will each see two additional freight trains per day. Those minimal increases will not interfere with Amtrak service, which his described below despite the lack of impact.

Chicago, IL, to Gilman, IL: Prior to the COVID-19 pandemic, Amtrak operated several pairs of trains over the length of this line segment in connection with its City of New Orleans, Illini, and Saluki services.[99] The City of New Orleans is a long-distance service operating between Chicago and New Orleans. Because of

[97] Amtrak, Michigan Service Train Schedules, 8 July 2019; Railway Age, Omicron Forces Amtrak Service Cuts, 18 January 2022.
[98] Amtrak, Michigan Service Train Schedules, 8 July 2019; Railway Age, Omicron Forces Amtrak Service Cuts, 18 January 2022.
[99] Amtrak, City of New Orleans, Illini, and Saluki Train Service Schedules, 1 October 2019.

the ongoing COVID-19 pandemic, this train pair currently operates five days per week instead of daily.[100] The Illini and Saluki trains are Illinois state-supported services that operate between Chicago and Carbondale, IL. Currently, the Illini and Saluki services currently operate only one train each.[101] As shown on the map above, three train pairs per day of this service were operated prior to the pandemic.

Gilman, IL, to Cockrell, IL: At Springfield, IL, the line includes turnouts to access UP/Amtrak's higher-speed corridor between Chicago and St. Louis, as well as the NS mainline to KC. There is 0.6 miles of overlap between the Springfield Line and the point at which Amtrak trains exit the line. Amtrak currently schedules four daily Illinois-supported Lincoln Service train pairs and one daily long-distance train pair, the Texas Eagle, over the segment.[102] Lincoln Service trains operate from Chicago to St. Louis, while the Texas Eagle traverses the same corridor on its journey between Chicago and San Antonio, TX. Because of the COVID-19 pandemic, the Texas Eagle currently operates only five days per week.[103]

St. Louis to Memphis, TN: Between East St. Louis and Du Quoin, IL, CN's St. Louis Subdivision sees no passenger trains. The St. Louis Subdivision meets the Centralia Subdivision at Du Quoin. The Centralia Subdivision currently hosts two Amtrak train pairs, the long-distance City of New Orleans (five days per week) and the Illini corridor train (daily), all described above. As the Illini train turns at Carbondale, IL, the Cairo and Fulton Subdivisions see only Amtrak's City of New

[100] Railway Age, Omicron Forces Amtrak Service Cuts, 18 January 2022.
[101] Railway Age, Omicron Forces Amtrak Service Cuts, 18 January 2022.
[102] Amtrak, Illinois and Missouri Train Service Schedules, 23 March 2020.
[103] Railway Age, Omicron Forces Amtrak Service Cuts, 18 January 2022.

Orleans train pair on a five day a week basis. Beginning March 27, 2022, it is expected that the City of New Orleans will return to daily service and the Saluki corridor train pair will resume its daily schedule between Chicago and Carbondale.[104]

b. Existing Commuter Service

Metra, the commuter rail division of Chicago's Regional Transportation Authority, operates over several CN lines. Those lines are not implicated by this Responsive Application. The only Metra line that approaches any CN lines that are expected to experience increased trains as a result of this Responsive Application is the Metra Electric line which runs near Markham Yard. In that area, however, Metra has dedicated tracks for commuter operations that are adjacent to CN's north-south main line. Trains on the Metra Electric Line do not operate over or cross at grade any of CN's adjacent freight tracks.

VI. Post-Transaction Operations

The proposed post-transaction operations on the Springfield Line are straightforward. The transaction will add approximately 400 miles to CN's existing 5,300+ mile United States network. While CN believes that the Springfield Line can be an important and economically beneficial component of the national rail network, and that ICRR ownership of the line will preserve a competitive route between Kansas City and Chicago, the scope of the transaction is not operationally complex. The areas most affected by transaction-related traffic growth will be the Springfield

[104] Railway Age, Omicron Forces Amtrak Service Cuts, 18 January 2022.

Line and a few yards and terminals (East St. Louis and the IFG Terminal 24 miles south of Kansas City). As discussed below, CN plans to make substantial capital investments in the Springfield Line to ensure that the growth can be absorbed.

The proposed transaction will also result in increased intermodal and automotive traffic on CN's Gilman Subdivision and at certain CN yards including CN's Detroit Intermodal Yard and the CIT. Most of the transaction-related Springfield Line traffic will be added to existing trains already moving on CN. The proposed acquisition of the Springfield Line improves the single line service capabilities of the CN system, preserving and enhancing competition between Chicago and Kansas City. More than 80,000 trucks will be removed from the highways each year, producing public benefits, including reduced carbon emissions, reduced highway congestion, and reduced public expenditures for highway maintenance. The more than 80,000 trucks that will be diverted to CN include approximately 77,800 dry vans and containers that will divert from highway to rail intermodal service, approximately 1,480 car transporters carrying assembled automobiles that will divert to multilevel railcars ("multilevels"), and 900 trucks with cargoes that can move via transload service (*i.e.*, bulk commodities such as plastic pellets and cement that use rail for linehaul and transfer to/from truck for first/last mile pickups and deliveries) that will divert to covered hoppers and other types of railcars.

A total of approximately 49,500 railcars will be diverted from other railroads due to the preservation of the Springfield Line as a competitive alternative between

Kansas City and Chicago, the creation of new competitive rail routes from East St. Louis via the Springfield Line, and the new intermodal and automotive facilities that CN will construct in East St. Louis. The traffic diverted from other railroads includes approximately 31,000 intermodal containers, approximately 17,900 multilevel cars carrying finished automobiles, and approximately 600 carloads of grain.[105]

An additional 12,500 containers that currently movie via congested East Coast ports to/from Kansas City and East St. Louis by rail or truck are projected to be diverted to the Port of Montreal, leveraging CN's new single-line service via the Springfield Line and CN's proposed new intermodal terminal in East St. Louis.

By acquiring the Springfield Line, CN will (1) preserve competition over the historic Gateway Western line over which KCS once provided service between Kansas City and Chicago; and (2) create new single-line rail automotive and intermodal service between Michigan/Eastern Canada and Kansas City. It also will establish a more direct route for traffic between Eastern Canada and the Midwest and East St. Louis, because traffic moving to East St. Louis via CN's current route from northern locations must move south of East St. Louis to Du Quoin, IL, before heading north for East St. Louis Yard; and traverses the same longer route on trips from East St. Louis to northern destinations.

CN plans to invest to build new automotive and intermodal facilities at the IFG Terminal and in East St. Louis. As discussed in detail in witness David Hunt's

[105] Hunt Verified Statement for Springfield Line, Exhibit 12.

Verified Statement, it is anticipated that these routes and facilities will be widely used by the shipping community:

- The new ICCR intermodal facility at the IFG Terminal is projected to originate and terminate approximately 95,300 annual containers, with another approximately 26,000 annual containers moving through the new intermodal terminal in East St. Louis.

- Approximately 10,000 annual multilevel cars carrying assembled automobiles are projected to originate and terminate at the new IFG Terminal automotive facility, with an additional, approximately 9,750 multilevels originating at the new terminal in East St. Louis.[106]

A. Improved Service for Customers and Operations on the Springfield Line

ICCR's purchase of the Springfield Line will provide shippers two primary benefits:

1) The new single-line CN service between Kansas City and destinations in Michigan, Ohio, and Eastern Canada, which will cross the "watershed" (a north-south area of the United States extending up to 300-400 miles east and west of the Mississippi River where trucks have an unusually high share of freight shipments),[107] offering shippers a new rail alternative. CN anticipates that this new service will attract more than 80,000 truckloads per year from busy highways to CN's new service.

2) CN has committed to spend at least $250M to upgrade the Springfield Line and CN's adjacent line between Springfield and Gilman IL, where the new route

[106] Hunt Verified Statement for Springfield Line.

[107] Railroads to the east (NS and CSXT) and the west (BNSF and UP) of the Mississippi River are not generally interested in traffic that may be short-haul to them but long-haul to railroads on the other side of the river. As a result, trucking has a very high share of freight crossing the "watershed."

will connect with CN's mainline to Markham, Kirk Yard and points beyond. This investment includes constructing new intermodal / automotive facilities south of Kansas City (IFG Terminal) and East St. Louis. These investments will enable CN to improve transit times, decrease car cycles, improve asset utilization, and realize operating synergies created by the new single-line service from fewer handlings due to single-line service and capital improvements.

To implement these new services, CN proposes to acquire a 50 percent interest in the IFG Terminal from KCS. The IFG Terminal has only 356 acres currently developed. As detailed below, CN will invest and estimated $56 million to construct new intermodal and automotive facilities to support post-transaction operations at the IFG Terminal Intermodal traffic and multilevel cars originating in East St. Louis will move from the new intermodal/auto terminal that CN plans to build in East St Louis to connect with the Kansas City eastbound train at Roodhouse, IL.

CN's proposed train operations will encompass several components: A six day per week train service will be operated from East St. Louis and terminating at the Knoche Joint Agency yard (shared by CP and KCS) in Kansas City for the carload traffic; and a daily (seven days per week) turn job would operate from Roodhouse, IL to East St. Louis to handle intermodal and automotive traffic between St. Louis (coming from CSXT, the new CN East St. Louis terminal facilities, and points south (Mobile, AL; Jackson, MS; New Orleans, LA; and Memphis, TN) and the IFG Terminal. CN will provide separate services to Knoche Yard and IFG, with manifest

service six day per week, and the intermodal/automotive service seven days per week, from KCS's existing four day per week service. Existing and future customers will receive a superior level of service to what is currently provided by KCS, by eliminating the need to shuttles cars between Knoche and IFG, as ICRR will provide direct service to both terminals for CN and CSXT traffic. Traffic in KCS's account moving between Kansas City and points on the Springfield Line pursuant to the proposed haulage agreement will also move via those facilities.

Local operations in East St. Louis to the NS interchange, Wood River, and Godfrey would remain the same as KCS's current operations. Interchange with CSXT and TRRA would be six days per week to match the through service. Interchange with CSXT could be increased to seven days per week if there is sufficient intermodal/automotive volume for the IFG Terminal. Other local service in the St. Louis area would remain [redacted] as it is today. As both CN and KCS currently interchange with the TRRA, the six day a week service provided by CN would be continued and replace the KCS [redacted] service.

Overall, this post-transaction train plan represents an increase in current service over the Springfield Line with daily service to IFG by CN, and effectively for CSXT, which interchanges to KCS at Rose Lake Yard. It also contemplates an increase in service of 50 percent from four days per week to six days per week. All local service would be at least five days per week and interchanges would be five or six days per week, based on future volumes.

KCS will be able to continue to serve its existing non-unit train customers as per a Haulage Agreement to be negotiated with CN, under which CN would provide the train service. For unit train traffic to KCS' existing grain customers, KCS would provide the cars and locomotives and CN would provide the T&E crews, under a Haulage Agreement to be negotiated between CN and KCS and described further below.

Service within the Kansas City terminal area will also change. Currently, the Springfield Line terminates at Rock Creek Junction, just east of Kansas City, MO. At Rock Creek Junction, the Springfield Line connects with KCT's mainline west into Kansas City and with a UP line extending northwest toward Airline Junction near the entrance to the KCS-CP Knoche Yard (also known as the "Joint Agency Yard"). KCS holds a 16.67% ownership share[108] and CP holds an 8.33% ownership share in KCT.[109] KCS has overhead trackage rights on UP's line between Rock Creek Junction and Airline Junction. As part of this Responsive Application, CN seeks to acquire (1) an 8.33% ownership share in KCT and (2) assignment to CN of KCS's trackage rights over the UP line segment. After the transaction, CPKC will own 16.67% ownership of KCT.

Upon reaching Rock Creek Junction, ICRR trains would operate via the UP trackage rights line to Airline Junction. Trains destined to the IFG Terminal would

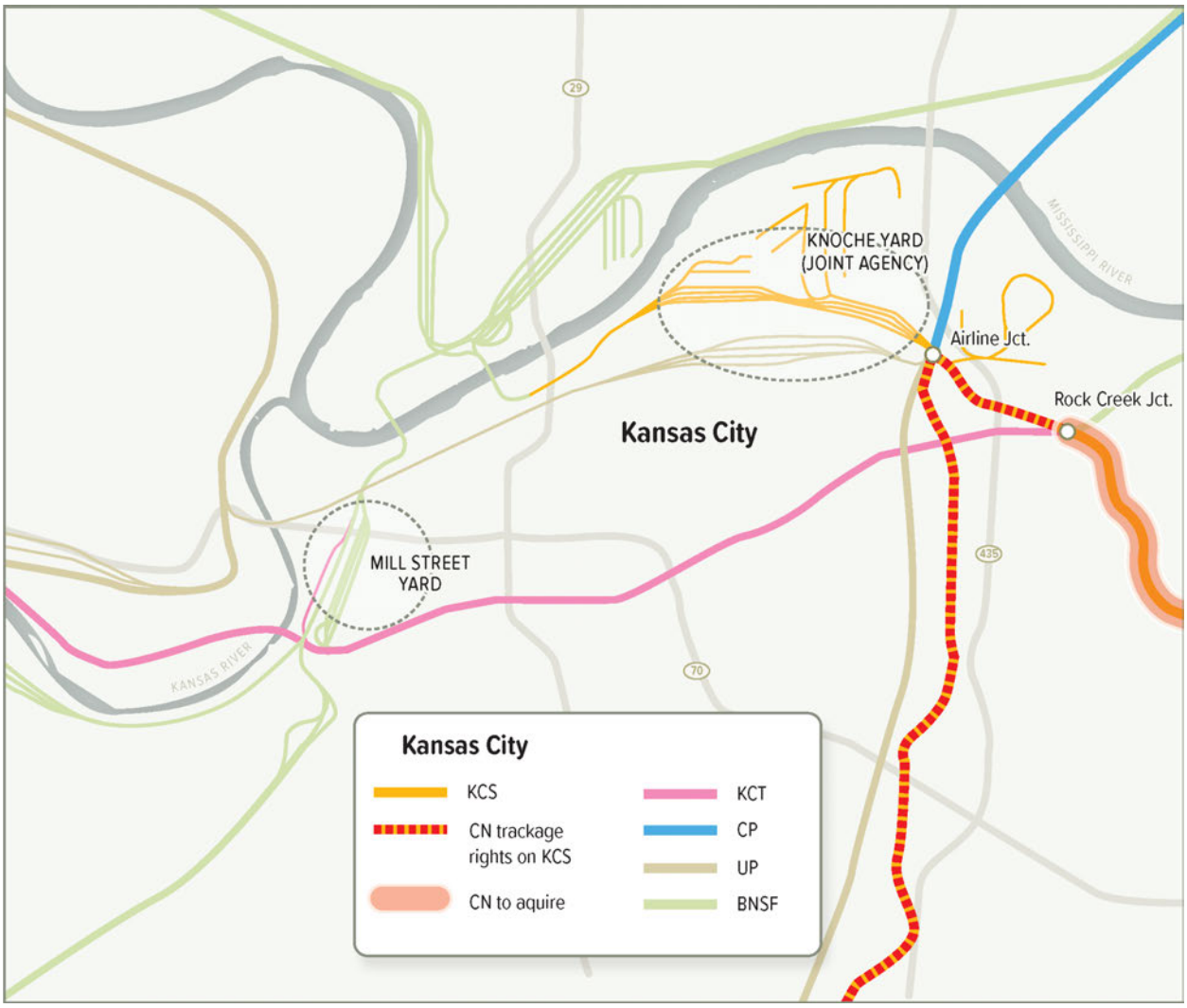
[108] *See* CP-KCS Application, Vol 1, Finance Docket No 36500, October 29, 2021 – hereinafter "CP-KCS Application, Vol. 1", Pg. 95.
[109] *See* CP-KCS Application, Vol. 1, Pg. 93.

then turn south via trackage rights ono KCS's Pittsburg Subdivision for the final approximately 24-mile movement to IFG.[110]

CN's other daily planned through train on the Springfield Line would operate between Rock Creek Junction and Airline Junction over the UP trackage rights, and then on KCT trackage to Knoche Yard, where CPKC non-intermodal/automotive haulage traffic handled by CN on the Springfield Line would be physically interchanged with CPKC. When needed, that train would proceed to KCT's Mill Street Yard, where other manifest traffic would be interchanged with KCT for handling as required for further interchange or delivery in the Kansas City terminal. Alternatively, if conditions and traffic volumes warranted, ICRR trains could continue onto KCT's tracks at Rock Creek Junction to reach Mill Street Yard or another appropriate location on KCT's line in Kansas City for the exchange of manifest traffic directly with KCT.

[110] As described more fully below, CN's Responsive Application in this proceeding includes a request for overhead trackage rights on KCS's Pittsburg Subdivision extending from approximately Milepost 5.6 at Airline Junction to approximately Milepost 29.5 near Grandview in order to reach the IFG terminal.

Figure 26
Kansas City Map



1. Improvements For Existing Customers

Existing customers on the Springfield Line will enjoy an improved level of service compared to the service that KCS provided.

A manifest train will operate six days per week in each direction between Kansas City and East St. Louis. These trains will pick-up and set-off cars along their route to support the Springfield Line's local train and yard assignments, an

improvement in frequency from the current KCS service which operates only four days per week.

Combining the volumes from CN and the merged CPKC loadings (much of it to/from CSXT, which currently interchanges more than [redacted] intermodal units per year with KCS at Rose Lake Yard in East St. Louis) will provide the critical density to support increased service for all the carriers using this route between Kansas City and East St. Louis. It will also provide direct service for carload traffic to the Knoche Joint Agency Yard and to the IFG Terminal without having to transfer cars between those two terminals in Kansas City. This feature of CN's Operating Plan eliminates a current inefficient operation where KCS takes manifest traffic south to IFG before moving it north to Knoche Yard on westbound trains, and shuttles intermodal traffic to Knoche Yard for eastbound Kansas City–East St. Louis manifest trains.

A Roodhouse–East St. Louis turn assignment will transfer intermodal/auto loadings. Its schedule will be coordinated to provide rapid delivery of loadings for East St. Louis that are set-off in Roodhouse, IL, by the new westbound CIT-Kansas City train; and deliver intermodal/auto loads for the new eastbound Kansas City–CIT train. This will be a new service offering for intermodal/auto shippers moving traffic between St. Louis and Toronto/Port of Montreal, as neither CN nor KCS currently have intermodal or automotive capacity in East. St. Louis. Detroit will be the largest source of new intermodal and multilevel traffic for the Springfield Line. The Roodhouse – E. St. Louis turn will also handle intermodal and automotive

traffic coming from Mobile, Jackson, New Orleans, and Memphis (via Centralia) to the Chicago – Kansas City train at Roodhouse for delivery to IFG and vice versa for southbound traffic.

2. Improved Local Service

CN proposes to augment the existing KCS local service along the key corridor between Roodhouse, IL and Mexico, MO, by extending the current service to Laddonia, MO, west to Mexico, MO and changing the frequency from [redacted] days per week to [redacted] days per week, as volume warrants. Service to Jacksonville, IL would be increased from [redacted] days per week to [redacted] days per week. Cars would be picked up and setoff at Mexico, MO, for the Roodhouse local operations [redacted] days per week instead of the current [redacted] days per week. Service to Cockrell, IL; Springfield, IL, Jerseyville, IL and Carrollton, IL would remain unchanged.

The [redacted] would be discontinued. Customers west of [redacted] currently totaling less than [redacted] per day) would be served by the six-day-a-week through train between East St. Louis and Kansas City, thus providing replacement service for these customers. The reduction in local operations at [redacted] would be offset by an increase in local service at [redacted], which would provide a significant improvement in service to the key existing and potential non-agricultural customers and the Ozark Valley Railroad on the lines between Jacksonville, IL and Mexico, MO.

3. KCS Grain Service

Under the proposed haulage agreement, KCS will have unit train access to its existing grain shippers, as described further below. Based on CN Full Waybill Methodology estimates, this unit train traffic currently averages [redacted] grain trains per week (including empties), while the CP-KCS Calibration Methodology puts this at [redacted] grain trains per week. Under the haulage agreement, CN would perform this unit train service on KCS' behalf with cars supplied by KCS or the customer and locomotives supplied by KCS.

More competitive rail options will be available to shippers on the Springfield Line. All shippers will now have the choice of using CN or KCS for their rail shipments.

B. Comparison of Pre- and Post-Transaction Operating Statistics

1. Changes in Yard Volume

CN anticipates that the proposed divestiture transaction will enable ICRR to attract over 121,000 new intermodal units, 19,000 new automotive shipments and over 1,500 new manifest loads to its network by Year 3.[111] Yards that will experience an increase in volume of more than 25 cars per day or more than a 20 percent increase in volume compared to pre-transaction levels are shown in Figure 27 below.[112] Not surprisingly under CN Full Waybill Methodology, the yards with the most significant volume increases are IFG ([redacted] increase); Roodhouse

[111] See Hunt Verified Statement for Springfield Line.
[112] *See* "HC – (Amended) Operating Metrics – Estimation of Yard Activity Methodology.pdf" for associated process and workpapers.

([redacted] increase); and East St. Louis ([redacted] increase). The traffic diversion analysis and the Operating Plan reflecting these increases demonstrates the opportunities on the Springfield Line.

Figure 27A presents the volumes based on the CN Full Waybill Methodology, and Figure 27B presents the alternative volumes based on the CP-KCS Calibration Methodology. Figure 27A differs from the February 28, 2022 Springfield Operating Plan Responsive Application by using intermodal cars and not intermodal platforms. We also adopted the CP-KCS May 13, 2022 Amended Operating Plan base car handlings for IFG (which also uses intermodal cars).

Figure 27A
Pre- and Post-Transaction Yard Volumes Based on CN Full Waybill Methodology[113]

LOCATION	Base Total Equivalent Cars Handled	Year 3 Total Equivalent Cars Handled	Change in Equivalent Cars Handled	Percent Change[114]	CN Estimated KCS Base Block Swap Equivalent Cars	CN Estimated Year 3 Block Swap Equivalent Cars	CN Estimated Block Swap Difference
Centralia	343.2	336.5	-6.8	-2%	99.7	143.2	43.5
CIT	309.9	332.3	22.4	7%	133.5	171.1	37.6
Detroit IM Terminal	92.9	122.7	29.7	32%	0.0	0.0	0.0
East St. Louis	[redacted]						
Flat Rock	319.3	348.1	28.8	9%	84.9	84.9	0.0
Flint	89.9	92.1	2.2	2%	59.1	73.2	14.1
International Freight Gateway	[redacted]						
Markham	515.6	550.1	34.5	7%	21.9	50.5	28.6
Memphis IM Terminal	122.4	136.7	14.3	12%	56.2	59.5	3.4
Mexico[115]	[redacted]						
Roodhouse							

[113] Intermodal yard activity expressed in cars assuming 4.7 intermodal units, which is the same as the CP-KCS slot utilization assumption. *See* "HC - Intermodal to Railcar Conversion Factor Source Compilation.pdf." "Year 3" volumes for CP-KCS originations and terminations were increased by [redacted] over the Base Year to reflect Applicants' organic growth assumptions for KCS as indicated in the "Cost Metrics" spreadsheet. *See* "HC - Review of Growth Factors in CPKC Application.pdf." Organic growth is included for the CP-KCS traffic using their presumed [redacted] factor. No organic growth factor was applied to CN traffic for Years 1-3, as all of such traffic would be newly diverted from trucks or other railroads. *See* "HC – (Amended) Operating Metrics – Estimation of Yard Activity Methodology.pdf" for associated process and workpapers.

[114] Base volumes at MEXICO_MO were computed using full year 2019 waybills since CP-KCS did not supply a base year in their Amended Operating Plan for MEXICO_MO.

[115] The site is not technically a yard but is used as a block swap location in the Operating Plan.

Figure 27B
Pre- and Post-Transaction Alternative Yard Volumes Based on CP-KCS Calibration Methodology[116]

LOCATION	Base Total Equivalent Cars Handled	Year 3 Total Equivalent Cars Handled	Change in Equivalent Cars Handled	Percent Change [117]	CN Estimated KCS Base Block Swap Equivalent Cars	CN Estimated Year 3 Block Swap Equivalent Cars	CN Estimated Block Swap Difference
Centralia	343.2	336.5	-6.8	-2%	99.7	143.2	43.5
CIT	309.9	332.3	22.4	7%	133.5	171.1	37.6
Detroit IM Terminal	92.9	122.7	29.7	32%	0.0	0.0	0.0
East St. Louis [118]	124.4	191.6	67.2	54%	[redacted]		
Flat Rock	319.3	348.1	28.8	9%	84.9	84.9	0.0
Flint	89.9	92.1	2.2	2%	59.1	73.2	14.1
International Freight Gateway[119]	98.0	203.5	105.5	108%	[redacted]		
Markham	515.6	550.1	34.5	7%	21.9	50.5	28.6
Memphis IM Terminal	122.4	136.7	14.3	12%	56.2	59.5	3.4
Mexico	8.3	8.3	0.0	0%	[redacted]		
Roodhouse	13.4	28.6	15.2	114%			

[116] Intermodal yard activity expressed in cars assuming 4.7 intermodal units per car, which is the same as the CP-KCS slot utilization assumption. *See* "HC - Intermodal to Railcar Conversion Factor Source Compilation.pdf." "Year 3" volumes for CP-KCS originations and terminations were increased by [redacted] over the Base Year to reflect Applicants' organic growth assumptions for KCS as indicated in the "Cost Metrics" spreadsheet. *See* "HC - Review of Growth Factors in CPKC Application.pdf." No organic growth factor was applied to CN traffic for Years 1-3, as all of such traffic would be newly diverted from trucks or other railroads. *See* "HC – (Amended) Operating Metrics – Estimation of Yard Activity Methodology.pdf" for associated process and workpapers.

[117] The yard volume in this Responsive Application is calculated on an organic growth assumption for base CP-KCS traffic of [redacted] by Year 3.

[118] Base volumes at MEXICO_MO were computed using full year 2019 waybills since CP-KCS did not supply a base year in their Amended Operating Plan for MEXICO_MO.

[119] IFG includes CP-KCS activity counts for base period and "Year 3" periods based on CP-KCS Application yard volume reports, and detailed review of CP-KCS 2019 waybill data and traffic studies. *See* "HC – Yard Volume Pre and Post Transaction Estimates.xlsx" for details.

2. Changes In Trains Per Day by Segment

The projected increase in traffic volumes by Year 3 will result in an increase in trains per day on the Springfield Line, as shown in Figures 28A and 28B.[120] Figure 28A is based on the CN Full Waybill Methodology while Figure 28B is based on the CP-KCS Calibration Methodology. Figure 28B differs by using the trains-per-day for the base from Appendix T of the May 13, 2022 CP-KCS Amended Operating Plan.

Figure 28 A
Trains Per Day: Springfield Line using CN Full Waybill Methodology[121]

Segment	Pre-Transaction Trains Per Day	Post-Transaction Trains Per Day	Change in Trains Per Day
IFG to Kansas City	13.5	29.7	15.6
Kansas City to Slater	3.4	5.1	1.7
Slater to Mexico	2.5	4.6	2.1
Mexico to Roodhouse	2.5	6.0	3.5
Roodhouse to Godfrey	1.8	4.1	2.3
Godfrey to East St. Louis	2.9	5.6	2.6
Roodhouse to Murrayville	1.7	4.1	2.4
Murrayville to Jacksonville	1.4	1.8	0.4
Murrayville to Springfield	0.3	2.3	2.0
Venice to K Tower	2.9	2.9	0.0
Bridge Junction to Q Tower	2.9	2.9	0.0
Q Tower to Rose Lake Yard	0.2	0.2	0.0
Willows to East. St. Louis	1.4	1.7	0.3
M&O Junction to Tolson	1.5	1.5	0.0

[120] *See* "HC – (Amended) Operating Metrics – Estimation of Line Density And Train Count Methodology.pdf" and associated workpapers.
[121] Certain segments of the Springfield Line also have Amtrak trains described elsewhere in the Operating Plan. *See* "HC – (Amended) Operating Metrics – Estimation of Line Density And Train Count Methodology.pdf".

Figure 28 B
Alternative Trains Per Day: Springfield Line using CP-KCS Calibration Methodology[122]

Segment	Pre-Transaction Trains Per Day	Post-Transaction Trains Per Day	Change in Trains Per Day
IFG to Kansas City	15.1	28.5	13.4
Kansas City to Slater	2.7	4.5	1.7
Slater to Mexico	1.9	3.9	2.0
Mexico to Roodhouse	2.1	5.6	3.4
Roodhouse to Godfrey	1.6	3.9	2.3
Godfrey to East St. Louis	3.7	6.3	2.6
Roodhouse to Murrayville	0.8	3.1	2.3
Murrayville to Jacksonville	0.7	1.0	0.3
Murrayville to Springfield	0.6	2.6	2.0
Venice to K Tower	2.9	2.9	0.0
Bridge Junction to Q Tower	2.9	2.9	0.0
Q Tower to Rose Lake Yard	0.2	0.2	0.0
Willows to East. St. Louis	1.4	1.7	0.3
M&O Junction to Tolson	1.5	1.5	0.0

Figure 29
Trains Per Day: Segments Neighboring the Springfield Line[123]

Subdivision	Segment	Pre-Transaction Trains Per Day	Post-Transaction Trains Per Day	Change in Trains Per Day	Passenger Trains Per Day
St. Louis	Du Quoin to Pinckneyville	5.1	5.1	-	-
St. Louis	Pinckneyville to Coulterville	5.1	5.1	-	-
St. Louis	Coulterville to Lenzburg	3.1	3.1	-	-
St. Louis	Lenzburg to Freeburg	1.7	1.7	-	-
St. Louis	Freeburg to Wilderman	1.7	1.7	-	-
St. Louis	Wilderman to East St. Louis	1.7	1.7	-	-
Gilman	Gilman to Gibson City	2.3	4.3	2.0	-
Gilman	Gibson City to Clinton	2.0	4.0	2.0	-
Gilman	Clinton to Mt. Pulaski	2.0	4.0	2.0	-
Gilman	Mt. Pulaski to Brickyard Junction	0.3	2.3	2.0	-

[122] Certain segments of the Springfield Line also have Amtrak trains described elsewhere in the Operating Plan. *See* "HC – (Amended) Operating Metrics – Estimation of Line Density And Train Count Methodology.pdf.

[123] The below train counts reflect the CP-KCS Application's presumed [redacted] organic growth rate, which CN accepts only for purposes of the operating plan to match the CP-KCS submission.

The Chicago and Gilman Subdivisions on CN's existing network will also have two additional trains per day, as shown in Figure 30. Other CN subdivisions will accommodate additional car volume in existing trains.

Figure 30
Other Segments Projected to Have Change in Trains Per Day[124]

Subdivision	Segment	Pre-Transaction Trains Per Day	Post-Transaction Trains Per Day	Change in Trains Per Day	Passenger Trains Per Day
Memphis	Memphis to West Junction	21.4	23.4	2.0	2.0
Memphis	West Junction to Memphis Intermodal Terminal	6.6	8.6	2.0	-
Chicago	Homewood to Stuenkel	25.6	27.6	2.0	6.0
Chicago	Stuenkel to Gilman	23.1	25.1	2.0	6.0
Chicago	Kensington to Homewood[125]	18.0	18.8	0.8	6.0
Elsdon	Harvey to CIT	11.1	13.1	2.0	-

3. Changes in GTMs by Line Segment

Figures 31A and 32B below shows the impact of post-transaction traffic growth projections on the Springfield Line by Gross Ton Miles by segment. Figure 31A uses the CN Full Waybill Methodology, and 31B uses the CP-KCS Calibration Methodology.

There are two major differences between Figures 31B and 31A. The base tonnage in 31B is from Amended Operating Plan, May 13, 2022, Appendix T, while the base tonnage in 31A is derived from the waybills, except for IFG to Kansas City

[124] The below train counts include the CP-KCS applications' presumed [redacted] organic growth rate that CN is accepting only for purposes of the Operating Plan to match the CP-KCS submission. *See* "HC – (Amended) Operating Metrics – Estimation of Line Density And Train Count Methodology.pdf" for associated workpapers.

[125] Only 39% of the section Kensington to Homewood IL will have two new trains that operate between CIT and the IFG in Kansas City. This amounts to an increase of 0.78 trains per day for this section. These two trains are fully reported in subsequent sections such as the Homewood to Stuenkel IL section.

which also is from Appendix T. The other change is that the CP-KCS methodology shows a higher – and unrealistic – increase in merger related tonnage due to errors in its modeling process (see Appendix A below for additional details).

Figure 31A
CN Full Waybill Methodology Post-transaction Growth Projections for Segments on Springfield Line[126]

Gross Tons (000s)[127]					
Segment	Distance	Adjusted Base 2019 Tons[128]	Post-transaction (no organic growth)	Change in Gross Tons	% Change
IFG to Kansas City	23.24	47,466	79,998	32,532	69%
Kansas City to Slater	98.6	9,608	13,909	4,301	45%
Slater to Mexico	67.9	8,157	12,436	4,279	52%
Mexico to Roodhouse	88.4	6,163	11,223	5,059	82%
Roodhouse to Godfrey	48.1	3,534	6,085	2,551	72%
Godfrey to East St. Louis	32.9	6,749	9,442	2,693	40%
Roodhouse to Murrayville	15.6	2,861	7,314	4,452	156%
Murrayville to Jacksonville	10.4	2,828	2,828	0	0%
Murrayville to Springfield	18	40	4,491	4,451	11179%
Venice to K Tower	3.13	373	427	54	14%
Bridge Junction to Q Tower	0.78	373	427	54	14%
Q Tower to Rose Lake Yard	2.03	164	199	34	21%
Willows to East. St. Louis	5.14	1,505	1,831	326	22%
M&O Junction to Tolson	2.6	207	236	30	14%

[126] *See* "HC – (Amended) Operating Metrics – Estimation of Line Density And Train Count Methodology.pdf" and associated analysis workpapers for how the values were estimated.
[127] The tonnage density in this Responsive Application is calculated on an organic growth assumption for base CP-KCS traffic of [redacted] by Year 3. The tonnage density table provided for the Environmental Assessment, separates the organic growth in the primary comparison numbers, and an advisory column estimating potential Year 5 organic growth at the same rate as was experienced for the 2015-2019 period.
[128] *See* Exhibit A, page A-2 for more information on eliminating locomotive weight.

Figure 31B
CP-KCS Calibration Methodology Post-transaction Alternative Growth Projections for Segments on Springfield Line[129]

Segment	Distance	Base 2019 Tons (Appendix T)	Post-transaction	Change in Gross Tons	Additional Tons due to CP-KCS miscalibration, to align with Decision 17	% Change
IFG to Kansas City	23.2	36,810	69,342	32,532		88%
Kansas City to Slater	98.6	6,166	11,091	4,921	620	80%
Slater to Mexico	67.9	4,281	8,939	4,659	380	109%
Mexico to Roodhouse	88.4	4,019	9,419	5,399	340	134%
Roodhouse to Godfrey	40.0	1,053	3,601	2,551		243%
Godfrey to East St. Louis	32.9	6,838	10,533	3,693	1000	54%
Roodhouse to Murrayville	15.6	998	5,452	4,452		445%
Murrayville to Jacksonville	10.4	1,331	1,330	0		0%
Murrayville to Springfield	18.0	168	4,621	4,451		2618%
Venice to K Tower	3.1	373	427	54		14%
Bridge Junction to Q Tower	0.8	373	427	54		14%
Q Tower to Rose Lake Yard	2.0	164	171	7		4%
Willows to East. St. Louis	5.1	1,505	1,829	324		22%
M&O Junction to Tolson	2.6	207	218	11		5%

Figures 32A and 32B examine the IFG to Kansas City segment based on the two methodologies. In these figures, CN's post transaction plan adds an estimated [redacted] gross tons; the [redacted] CN's expected diversions on this line is offset by the elimination of an out of route move for the carload traffic from the Springfield line destined to Knoche yard which currently moves via IFG. The post-

[129] *See* "HC – (Amended) Operating Metrics – Estimation of Line Density And Train Count Methodology.pdf" and associated analysis workpapers for how the values were estimated.

transaction tonnage includes the KCS diversion amount stated in their CP-KCS Application, based on the values from the "Pittsburg - Kansas City" segment.

Figure 32A
CN Full Waybill Methodology Post-transaction Growth Projections Breakdown for Segment Between International Freight Gateway and Kansas City

		Gross Tons (000s)				
Segment	Distance	Adjusted Base 2019 Tons	KCS Diversion	CN Diversion	Post-transaction	% Change
IFG to Kansas City	23.3	47,466	29,137	3,395	79,998	69%

Figure 32B
CP-KCS Calibration Methodology Post-transaction Alternative Growth Projections Breakdown for Segment Between International Freight Gateway and Kansas City

Gross Tons (000s)						
Segment	Distance	Base 2019 Tons (Appendix T)	KCS Diversion	CN Diversion	Post-transaction	% Change
IFG to Kansas City	23.3	36,810	29,137	3,395	69,342	88%

Figure 33
Post-transaction Growth Projections for Segments Neighboring the Springfield Line[130]

Gross Tons (000s)						
Subdivision	Segment	Distance	Base 2019 Tons	Post-transaction	Change in Gross Tons	% Change
St. Louis	Du Quoin to Pinckneyville	8.9	6,935	8,339	1,404	20%
St. Louis	Pinckneyville to Coulterville	14.6	6,872	8,276	1,404	20%
St. Louis	Coulterville to Lenzburg	19.6	6,687	8,092	1,405	21%
St. Louis	Lenzburg to Freeburg	11.4	1,598	3,008	1,410	88%
St. Louis	Freeburg to Wilderman	4.2	1,595	3,005	1,410	88%
St. Louis	Wilderman to East St. Louis	11.4	1,582	2,992	1,410	89%
Gilman	Gilman to Gibson City	29.05	1,690	6,132	4,442	263%
Gilman	Gibson City to Clinton	38.6	879	5,320	4,441	506%
Gilman	Clinton to Mt. Pulaski	21.7	885	5,308	4,423	500%
Gilman	Mt. Pulaski to Brickyard Junction	25	260	4,693	4,434	1706%

4. Changes in Intermodal Lifts by Terminal

The majority of the new traffic that CN expects to divert to the Springfield Line consists of intermodal loads currently moving either by truck or on other railroads. Figure 34 below shows the pre- and post-transaction difference in lifts at the largest intermodal facilities based on the CN Full Waybill Methodology.

[130] *See* "HC – (Amended) Operating Metrics – Estimation of Line Density And Train Count Methodology.pdf" and associated analysis workpapers for how the values were estimated.

Figure 34
Intermodal Facilities with Largest Change in Units Handled[131]

Total Intermodal Units Originated and Terminated Loaded and Empty (Includes CPKC Organic Growth)				
Locations	Pre-Transaction	Post-Transaction	Difference	% Difference
International Freight Gateway	[redacted]			
Detroit Intermodal Terminal	159,444	210,437	50,993	32%
CIT	491,663	521,751	30,088	6%
East St. Louis	0	29,739	29,739	
Montreal Wharf	93,828	107,391	13,563	14%
Indiana Intermodal Terminal	40,071	52,964	12,893	32%
May Yard	25,820	37,122	11,302	44%
All others	4,446,052	4,473,963	27,911	1%
Total	[redacted]			

The largest increase is at the IFG Terminal. Figure 35A shows the pre- and post-transaction division of intermodal units at IFG by railroad based on CN Full Waybill Methodology. Similarly, Figure 35B is based on the CP-KCS Calibration Methodology. As described further below, CN is prepared to invest in the IFG Terminal so that the increase in units handled can be absorbed.

Figure 35A
Breakdown of Changes in Intermodal Units Handled at International Freight Gateway by Railroad Using CN Full Waybill Methodology[132]

International Freight Gateway - Total Intermodal Units Originated and Terminated for Loaded and Empty (Includes CPKC Organic Growth)				
Railroad	Pre-Transaction	Post-Transaction	Difference	% Difference
CP-KCS related	[redacted]			
CN Related	0	113,303	113,303	-
Total	[redacted]			

[131] *See* "HC - Change in Intermodal Containers and Mutilevels by Location - Base vs Post-Transaction – Methodology.pdf" and associated analysis workpapers.
[132] *See* "HC - Change in Intermodal Containers and Mutilevels by Location - Base vs Post-Transaction – Methodology.pdf" and associated analysis workpapers.

Figure 35B
Alternative Breakdown of Changes in Intermodal Units Handled at International Freight Gateway by Railroad Using CP-KCS Calibration Methodology[133]

International Freight Gateway - Total Intermodal Units Originated and Terminated for Loaded and Empty (Includes CPKC Organic Growth)				
Railroad	Pre-Transaction	Post-Transaction	Difference	% Difference
CP-KCS related	[redacted]			
CN Related	0	113,303	113,303	-
Total	[redacted]			

The second largest category of traffic that CN expects to attract to the Springfield Line is automotive traffic. Figure 36 shows the automotive facilities that CN projects will experience the largest changes in automotive units handled based on the CN Full Waybill Methodology.

Figure 36
Automotive Locations With Largest Change in Cars Handled[134]

Total Multilevel Cars Originated and Terminated Loaded and Empty (Includes CPKC Organic Growth)				
Locations	Pre-Transaction	Post-Transaction	Difference	% Difference
International Freight Gateways	[redacted]			
East St. Louis	[redacted]			
Flat Rock, MI	10,066	19,764	9,698	96%
Markham, IL	92,443	98,070	5,627	6%
All others	541,202	552,220	11,018	2%
Total	[redacted]			

Once again, the largest increase will occur at IFG. Figure 37 shows the breakdown by railroad at that facility based on the CN Full Waybill Methodology.

[133] Daily handlings at IFG of [redacted] are listed in Application, Vol 2, Section 9.2.2, Exhibit 13, page 345; and the CP-KCS Amended Operating Plan, page 126. That yields [redacted] handlings per year.
[134] *See* "HC - Change in Intermodal Containers and Mutilevels by Location - Base vs Post-Transaction – Methodology.pdf" and associated analysis workpapers.

Figure 37
Breakdown of Changes in Multilevel Cars Handled at International Freight Gateway by Railroad[135]

International Freight Gateway - Total Multilevel Cars Originated and Terminated for Loaded and Empty (Includes CPKC Organic Growth)				
Railroad	Pre-Transaction	Post-Transaction	Difference	% Difference
CP-KCS Related	[redacted]			
CN Related	0	12,876	12,876	-
Total	[redacted]			

5. Trains Added, Dropped, or Changed

Figure 38 below shows the trains added on the Springfield Line between KCS' pre-transactions operations and CN's post-transaction operations. All but one train will run daily each week.

Figure 38
Springfield Line - Trains Added

Train Type	Symbol	Origin - Destination	Dist. (miles)	Runs per Week	Est. Transit Time (Hrs)	Notes
IMDL	I-CHKC	CHIINTTER_IL to INTFREGAT_MO	494	7	20.5	• New direct train from CIT to IFG • Mixed intermodal and automotive • Carries blocks from CIT for East St Louis and IFG • Picks-up blocks from Detroit Intermodal, Montreal, and Flatrock at CIT for East St. Louis and IFG from trains Z149, E261 and E271 • Picks up Blocks from Memphis, Indianapolis, CSXT at Rose Lake, and East St. Louis for IFG at Roodhouse connecting from train I-RHSL • Sets off East St. Louis blocks at Roodhouse for connection to train I-RHSL

[135] *See* "HC - Change in Intermodal Containers and Mutilevels by Location - Base vs Post-Transaction – Methodology.pdf" and associated analysis workpapers.

Train Type	Symbol	Origin - Destination	Dist. (miles)	Runs per Week	Est. Transit Time (Hrs)	Notes
IMDL	I-KCCH	INTFREGAT_MO to CHIINTTER_IL	494	7	20.5	• New direct train from IFG to CIT • Mixed intermodal and automotive • Carries blocks from IFG for CIT, Detroit Intermodal, Flat Rock and Montreal Also carries blocks for East St. Louis, CSX/Rose Lake, Indianapolis, and Memphis for connection to I-RHSL at Roodhouse • Picks-up additional blocks for Chicago Intermodal, Markham, Detroit Intermodal, Flat Rock and Montreal at Roodhouse from I-RHSL • Detroit Intermodal, Flat Rock and Montreal blocks set off at Chicago for connection to trains Q116 and Z148
IMDL	I-RHSL	ROODHOUSE_IL (Turn)	146	7	5.8	• Turn train from Roodhouse to East St Louis shuttling blocks between East St. Louis and Roodhouse for connection to I-CHKC and I-KCCH • Carries blocks made at East St Louis, Indianapolis, CSX/Rose Lake, and Memphis for IFG from East St Louis to Roodhouse for connection to I-CHKC • Carries blocks made at East St Louis for CIT, Detroit, Flat Rock, and Montreal from East St Louis to Roodhouse for connection to I-KCCH • Carries blocks made at IFG for East St. Louis, CSX/Rose Lake, Indianapolis, and Memphis from Roodhouse to East St Louis from connection with I-KCCH • Carried blocks made at CIT, Detroit, Flat Rock, and Montreal for East St Louis from Roodhouse to East St. Louis from connection with CHKC • Carries local block from East St Louis to Roodhouse and reverse
LOCAL	LRH102	ROODHOUSE_IL (Turn)	177	5	10.1	• Roodhouse to Mexico local turn train serving all points along line including Hillview, Pleasant Hill, Louisiana, Vandalia, Laddonia, and Mexico • Delivers cars to/from Kansas City for train M-VNKC at Mexico and picks up cars from M-KCVN for customers served out of Roodhouse • Traffic for points on CN connects to I-RHSL at Roodhouse

Figure 39 identifies the trains that will be discontinued following the transaction. As explained in the notes column, however, all of the services provided by these trains today would continue to be provided via different operations.

Figure 39
Trains Discontinued

Figure 40 lists the trains currently operated by KCS on the Springfield Line that will be continued (in some cases with modifications) by ICRR. One local train (YES305) will be unchanged but adjustments in service will be applied to each of the others.

Figure 40
Springfield Line Non-Local Trains Continued/Changed

Train Type	Symbol	Origin - Destination	Dist. (miles)	Runs per Week	Est. Transit Time (Hrs)	Notes
MANIFEST	M-KCVN	KANCITY_MO to ESTLOUIS_IL	321	6	14.5	• Handles local work (as needed) between Centralia, MO and Odessa, MO • Picks up and sets off at Mexico, MO instead of Roodhouse, IL and Slater, MO • Frequency increased from 4 days a week to 6 days a week • Intermodal/Automotive traffic for IFG handled on I-RHSL to/from I-CHKC and I-KCCH
MANIFEST	M-VNKC	ESTLOUIS_IL to KANCITY_MO	321	6	16.4	• Handles local work (as needed) between Centralia, MO and Odessa, MO • Picks up and sets off at Mexico, MO instead of Roodhouse, IL and Slater, MO • Frequency increased from 4 days a week to 6 days a week • Intermodal/automotive traffic for IFG handled on I-RHSL to/from I-CHKC and I-KCCH • Train terminates at Knoche instead of IFG

Figure 41
Springfield Line Local Trains Continued/Changed

Figure 42 below illustrates the transaction-related train increases on the Springfield Line. Note that the segments Airline Junction to Slater and Roodhouse to Godfrey changed from the Responsive Application of February 28, 2022.

Figure 42[136]
Transaction-Related Train Increases on the Springfield Line

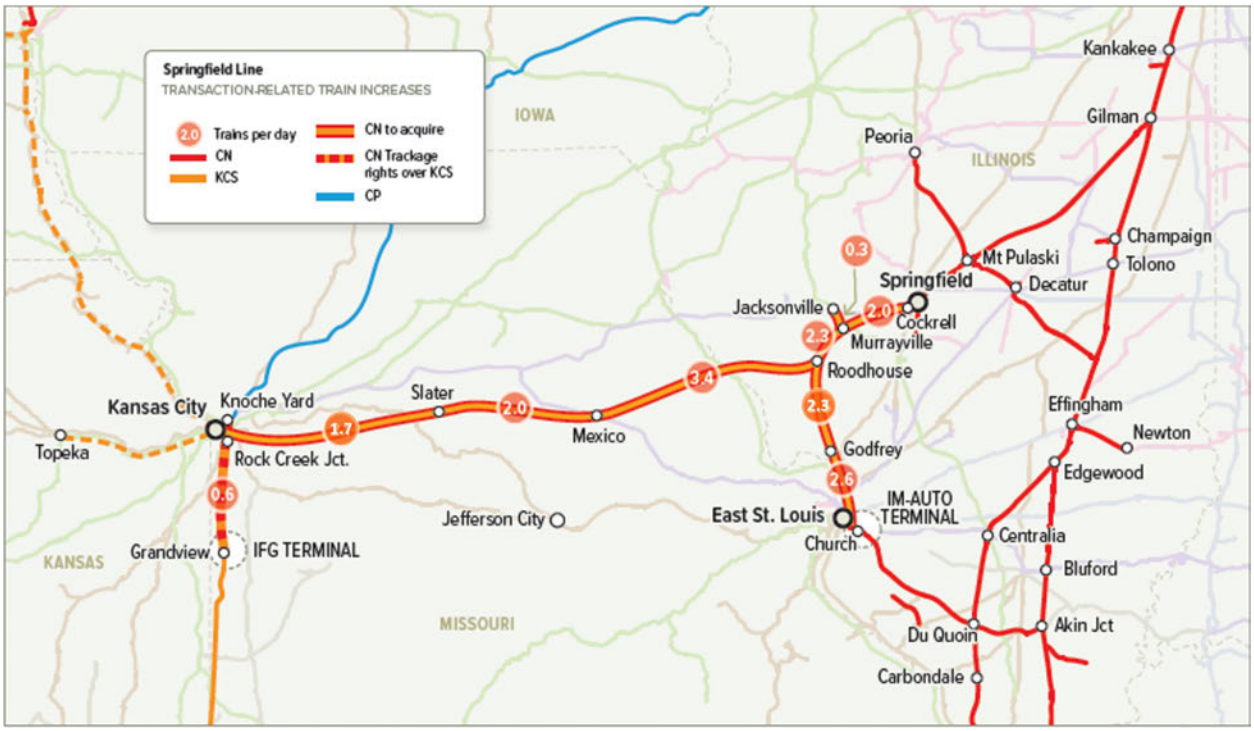


Figure 43 below describes the adjustments that will be made to trains operating elsewhere on the CN system to account for the new traffic from the Springfield Line.

[136] Kansas City – Slater and Roodhouse – Godfrey updated from 2.1 and 2.5 to 1.7 and 2.3 respectively.

Figure 43
Other CN System Train Changes

Train Type	Symbol	Origin - Destination	Dist. (miles)	Runs per Week	Est. Transit Time (Hrs)	Notes
IMDL	Q_1169	CHIINTTER_IL to FLAROCK_MI	328	7	16.2	• Added blocks and traffic from IFG and E. St. Louis to Detroit Intermodal (Moterm) and Flatrock connecting from I-KCCH
LOCAL	M-SLCE	ESTLOUIS_IL to CENTRALIA_IL	100	6	5.8	• Combined local L504 and L548 into a through train from E. St. Louis to Centralia still swapping crews at Coulterville, IL • Added intermodal and automotive blocks to Memphis from IFG and E. St. Louis connecting to train A432 • Added intermodal block to Indianapolis from IFG connecting to train A431
LOCAL	M-CESL	CENTRALIA_IL to ESTLOUIS_IL	100	6	4.8	• Combined local L504 and L548 into a through train from Centralia to E. St. Louis still swapping crews at Coulterville, IL • Added intermodal and automotive blocks from Memphis to IFG and E. St. Louis connecting to train A431 • Added intermodal block from Indianapolis to IFG connecting from train A432
IMDL	Z_1492	MONMONINT_PQ to CHIINTTER_IL	831	7	32.2	• Handles new intermodal blocks to great Chicago for IFG and E. St. Louis from Detroit and Montreal for connection to I-CHKC
AUTOS	E_2616	BATCREEK_MI to MARKHAM_IL	164	2	6.6	• Handles new automotive blocks to greater Chicago for IFG and E. St. Louis from Flat Rock connecting to I-CHKC
LOCAL	L_5146	FLINT_MI (Turn)	130	7	6.0	• Handles new intermodal blocks to Flint for IFG and E. St. Louis from Detroit for connect to train Z149

Train Type	Symbol	Origin - Destination	Dist. (miles)	Runs per Week	Est. Transit Time (Hrs)	Notes
MANIFEST	A_4329	DECATUR_IL to MEMPHIS_TN	400	7	22.3	• Picks up Intermodal block for IFG from Indianapolis at Effingham, IL to set off at Centralia to connect to M-CESL • Picks up Intermodal and automotive blocks from IFG and St. Louis at Centralia for Memphis
MANIFEST	A_4317	MEMPHIS_TN to DECATUR_IL	400	7	23.4	• Picks up Intermodal block from M-SLCE from IFG to Indianapolis at Centralia, IL to set off at Effingham • Picks up Intermodal and automotive blocks to IFG and St. Louis at Centralia from Memphis to connect to M-CESL • Picks up new E. St. Louis manifest block from Memphis for M-CESL
LOCAL	L_5339	EFFINGHAM_IL (Turn)	44	6	8.0	• Added new blocks between Indianapolis and IFG for connection at Effingham to A432 and from A431
HAULAGE	H_1769	NEWTON_IL (Turn)	305	7	12.2	• Added new blocks between Indianapolis and IFG for connection at Effingham to A432 and from A431
LOCAL	K_1492	MONVIATER_PQ to MONMONINT_PQ	13	7	15.0	• Handles new blocks for IFG and E. St. Louis from Port of Montreal to connect to Z149
AUTOS	E_2516	FLAROCK_MI to GIBSON_IN	321	7	19.0	• Handles new automotive blocks for IFG and E. St. Louis from Flat Rock to connect to trains E271 and E261 at Battle Creek
IMDL	Z_1489	CHIINTTER_IL to MONTASYAR_PQ	834	7	32.3	• Handles new intermodal blocks from IFG and E. St. Louis to the Port of Montreal connecting from I-KCCH
AUTO	E_2716	BATCREEK_MI to SALEM_IL	373	7	21.4	• Handles new automotive blocks for IFG and E. St. Louis from Flat Rock, MI off E251 from Battle Creek to Markham, IL
LOCAL	K_1482	MONTASYAR_PQ to MONVIATER_PQ	16	7	0.7	• Handles new block from IFG and E. St. Louis to the Port of Montreal from Z148

Figure 44 below illustrates the net transaction-related train changes (all increases) on a map of CN's Gilman and Chicago Subdivision. Following that, Figure 45 shows the increases in trains projected on the Memphis Subdivision. No other CN subdivisions will experience an increase in trains.

Figure 44
Map Showing Transaction-Related Train Increases on CN's Gilman and Chicago Subdivisions

Figure 45
Map Showing Transaction-Related Train Increases on CN's Memphis Subdivision

C. Operating Agreements

CN's Responsive Application includes several existing KCS agreements that will be needed to execute the Springfield Line Operating Plan. These agreements are summarized here.

1. KCS Haulage Rights on the Springfield Line

In order to allow customers on the Springfield Line to continue to ship via KCS—and to create an additional competitive option for most shippers located on the Line—CN proposes to grant to KCS haulage rights to serve all current and future customers on the Springfield Line. Attached as Exhibit 2B to this Responsive Application is a proposed form of Haulage Agreement, pursuant to which CN would handle railcars in the account of KCS originating or terminating at customers facilities, industry, team or house track, and intermodal and automotive facilities (other than those owned by ICRR). At any point on and along the Springfield Line, KCS will also have the right to interchange traffic with other railroads at any location where the lines of such railroad connect with the Springfield Line. CN would pick up and deliver haulage cars at the Joint Agency facility at Knoche Yard in Kansas City.

The proposed haulage agreement will allow KCS to continue to serve its existing customers on the Springfield Line and compete to for the business of new customers who locate in the line in the future. Based on the full year 2019 CP and KCS waybill data, CN anticipates that the volume of KCS haulage traffic would be approximately 45,000 carloads and 23,000 intermodal units annually, which approximates its current local traffic on the Springfield Line.

2. KCS Trackage Rights Between Southwest Airline Junction and IFG Terminal (Docket No. FD 34500 Sub-No. 2)).

The Operating Plan contemplates that ICRR will acquire a 50% interest in KCS's IFG Terminal, which ICRR will utilize in connection with its intermodal and

automotive service. Accordingly, CN is requesting that the Board require KCS to divest a 50% ownership interest in the IFG Terminal. In order to reach the IFG Terminal from the terminus of the Springfield Line at Rock Creek Junction, MO – and to provide the haulage services to KCS contemplated by the Responsive Application, in FD 36500, (Sub-No 2), ICRR is seeking overhead trackage rights on approximately 24 miles of KCS track between Milepost 5.6 +/- at Airline Junction, MO, and Milepost 29.5 + at the entrance to the IFG Terminal. A form of proposed trackage rights agreement can be found at Exhibit 2C. CN requests that the Board approve those trackage rights and require KCS to negotiate the terms of a trackage rights agreement, as a condition to any approval of the CPKC transaction.

The trackage rights would be used by ICRR for overhead operations only; ICRR does not seek the right to serve local customers on the trackage rights line. ICRR would negotiate with KCS an appropriate base charge (on a cents per car mile basis) which would be subject to annual adjustment pursuant to Table A, Annual Indices of Charge-Out Prices and Wage Rates (1977=100), Series RCR, included in "AAR Railroad Cost Indexes" and supplements thereto, issued by the Association of American Railroads (the "AAR"), an index that is frequently used by railroads in connection with such agreements. KCS would dispatch the line on a non-discriminatory, first-come first-served basis.

3. Assignment of KCS Trackage Rights Between Rock Creek Junction and Airline Junction (Docket No. FD 34500 (Sub-No. 4))

KCS currently reaches Knoche Yard from the Springfield Line via overhead trackage rights on UP's KC Metro Subdivision between Milepost 276.8+/- at Rock

Creek Junction and Milepost 278.2+/- in the vicinity of Airline Junction in Kansas City, MO, a distance of approximately 1.4 miles. KCS obtained those rights pursuant to an August 5, 1997 trackage rights agreement. In FD 36500, Sub-No. 4, as part of the Springfield Line transaction, ICRR seeks to have KCS to assign its existing overhead trackage rights. Access to that short segment is necessary for ICRR to access Knoche Yard and the proposed overhead trackage rights between Airline Junction and the IFG Terminal (discussed above).

4. East St. Louis Trackage Rights (Docket No. FD 34500 (Sub-No. 3))

In FD 36500 (Sub-No. 3), ICRR proposes to acquire KCS's 100% equity interest in GWER (which owns or leases certain trackage used by KCS in the vicinity of East St. Louis, IL). In order to enable ICRR to conduct in its own name the operations in and around East. St. Louis contemplated by this Operating Plan, ICRR plans to enter into an intra-corporate transaction with GWER to acquire trackage rights over GWER's trackage in the East St. Louis area. Specifically, ICRR would obtain rights to operate over GWER lines between (i) GWE's Milepost 238.7 at or near Q Tower and GWE's Milepost 236.8 at or near Willows in East St. Louis, IL; (ii) between GWER's Milepost 2.3 at or near Wann and GWER's Milepost 0.91 at or near Olin Brass in East Alton, IL; and (iii) from GWER's Milepost 265.01 at or near Roxana to the change in ownership in the track with Shell Oil Company in Wood River, IL.

It is anticipated that, upon consummation of the Springfield Line divestiture, ICRR will acquire intra-corporate overhead and local trackage rights allowing it to

operate over that trackage. This is comparable to KCS's arrangement for operations on those lines today. *See The Kansas City Southern Railway Company – Trackage Rights Exemption – Gateway Western Railway Company and Gateway Eastern Railway Company*, Docket No. FD 33780 (STB served Sep. 29, 1999).

D. Dispatching Changes

The train dispatching function is of central importance to both the efficiency and safety of rail operations. As explained above, CN's United States dispatching is centralized at Homewood, IL where it has 90 employees and 13 desks. CN would dispatch the Springfield Line from there. KCS dispatchers would continue to control train movements on the KCS line between Airline Junction and IFG (including ICRR CN trains arriving and departing the IFG Terminal). To the extent CN cannot dispatch trains on the Springfield Line with current staffing levels at Homewood, CN would add additional, trained RTCs to dispatch the line.

E. Labor Impact

ICRR anticipates hiring additional personnel to staff the Springfield Line, including employees in the train and engine crew, signals, and maintenance crafts.

Estimated post-transaction ICRR manpower needs include the following a T&E workforce for the Springfield Line that assumes conventional type assignments. The total T&E number, however, will not change if an assignment is run remote with two trainmen instead of a trainman and engineer. These employees would support the pair of intermodal/automotive trains, the pair of

manifest trains, the likely transfer that is required to get CN manifest traffic to and from KCS, the grain trains, and the General Extra Board.[137]

CN plans to hire the number of employees at the time CN acquires ownership that it needs to operate the line safely and effectively. Assuming they are qualified, existing employees working on the Springfield Line will be given priority consideration in the hiring process.

While CP and KCS have submitted somewhat conflicting information in the Application and work papers about current employment levels on the Springfield Line, no major changes in the current number of positions are anticipated on the Springfield Line, except for the elimination of the local train at [redacted], which as explained elsewhere will see the service accounted for elsewhere. Roodhouse will be the hub and spoke of ICRR's local service plan; accordingly, ICRR might need to change the location of some Agreement employees. Also, some Non-Agreement jobs will be transferred to the IFG Terminal from other locations on the Springfield Line. ICRR does not anticipate the need to hire many employees for locations at which KCS (or CPKC) will still be the carrier primarily responsible for local operations, such as Knoche Yard. Also, ICRR will continue its typical practice—and the industry norm— of utilizing a third-party contractor to staff its new intermodal and automotive facilities at the IFG Terminal and in East St. Louis.

The proposed Asset Purchase Agreement provides that, in the event that ICRR hires any employees for the continued operation of the Springfield Line, it will

[137] Determined in consultation with CN operating experts. See attached Summary of Labor Impacts.

offer priority hiring consideration to KCS employees (both craft and non-craft) currently working on the Springfield Line whose employment is impacted by the proposed divestiture transaction.[138]

A labor impact chart is printed in Appendix E, Exhibit E-3.

F. Passenger Rail Service Impact

The proposed divestiture transaction will have no impact on passenger rail service.

As explained above, there are only two areas on the Springfield Line itself that host Amtrak service. Those locations would see only minimal increases in daily trains: Roodhouse, IL to East St. Louis (one additional local train on the UP/Amtrak corridor between Godfrey, IL and Q Tower) and around Kansas City (two new trains per day where Amtrak crosses the Springfield Line for approximately 0.1 miles). These minimal increases will have no impact on Amtrak service; nevertheless, CN will commit to work with Amtrak to address any issues of concern.

There are portions of the existing CN lines in Michigan—described above—that will experience an increase in daily cars (but not trains), and which host the Amtrak Wolverine and Blue Water services. Because there will be no additional trains on those lines, there will be no impact on Amtrak service. To the extent any concern is raised about train length, CN will commit to work with Amtrak to address any issues of concern. Points between St. Louis and Memphis on the

[138] *See* Exhibit 2A, Section 7.13 of this Responsive Application.

Centralia, Cairo, and Fulton, subdivisions will likewise experience an increase in daily cars, but not trains,

Finally, there are sections of the existing CN network in Illinois that will see two new trains per day:

- Chicago, IL to Gilman, IL: This segment is used by Amtrak's City of New Orleans (currently five times per week) and Illini and Saluki services between Chicago and Carbondale, IL, which operate daily in each direction (currently only one pair of trains daily). The Chicago – Gilman line has ample capacity to handle two additional freight trains.

- Gilman, IL to Cockrell, IL: Turnouts on this line at Springfield are used to enter and exit UP/Amtrak's higher-speed corridor between Chicago and St. Louis, as well as the NS mainline to Kansas City. ICRR trains will share only 0.6 miles of track with Amtrak trains that are part of the Lincoln Service and Texas Eagle service before exiting the line. The addition of two trains per day should not create any issues on the UP and NS lines.

In summary, the anticipated increase in traffic and trains resulting from the proposed divestiture transaction is minimal, and is not likely to cause any disruption to Amtrak service, CN stands ready to work with Amtrak to ensure that is the case.

Finally, as explained above, the only area where the Metra commuter railroad approaches any CN line that will see an increase in traffic are segregated Metra lines that do not cross CN.

G. Discontinuances or Abandonments

No line abandonments or gateway closings are planned as a consequence of this transaction.

H. Requirements for additional locomotives, cars, and other equipment

To provide the services contemplated by this Operating Plan, ICRR will need additional cars and locomotives. The amount of additional equipment has been estimated for locomotives based on the percent increase in CN's systemwide post-transaction GTM's; and for intermodal platform and automotive multilevel cars based on the calculations described below, with results as follows:

- Locomotives: An estimated 16 additional high-horsepower road locomotives (including a bad order factor) will be required for (i) the new Chicago-Kansas City train pair, (ii) movement of the projected increase in intermodal and automotive traffic between Chicago and Detroit/Toronto/Port of Montreal on existing trains; (iii) for the movement of increased volumes on CN's existing manifest trains moving between Chicago and Memphis, on the one hand, and East St. Louis; and (iv) increased volumes on the manifest trains operating between St. Louis and Kansas City. In addition, nine mid/low horsepower units will be required for local assignments at Roodhouse and East St Louis. While CN may be able to provide these locomotives from its existing fleet, if doing so proves not to be feasible as traffic volumes on the Springfield Line increase, CN would acquire additional locomotives to support this service.

- Cars: CN will require the following additional intermodal and multilevel cars.[139]

[139] The approach used to calculate the necessary cars is based in principle on CN's intermodal fleet planning process:
1) Calculate loading/unloading dwell per car at O/D, to determine dwell car days for the year. Assuming 1.3 days per load/unload.
2) Using route miles and cars, determine transit car days. Assume intermodal velocity is 360 MPD (East Region average), and that slot utilization is 90%. Assume Automotive Car velocity is 200 MPD (East region average).
3) To determine the required fleet, turn the annual total car days into daily average car days. The difference between the existing car fleet requirements and the new requirement is the additional cars required.

Figure 46
Car Needs

	Annual Units	Slot util	Loading days	Unloading days	Car Velocity	Platforms/ Cars Required
Intermodal	143,043	1	1	1	360	731
Multi-levels	26,251	1	1	1	200	354

Fueling, servicing and repairing of the road locomotives, intermodal cars and multilevel cars will take place at the IFG Terminal in Kansas City and at existing locations throughout CN's network. Yard switchers used on the Springfield Line will ordinarily be fueled and serviced at their normal assigned locations using truck fueling and light repair services. If for some reason that is not possible, units would be cycled to East St. Louis and back. Ninety-two-day inspections and other more labor-intensive items would be handled at CN's Woodcrest Light Repair Centers in Chicago or at East St. Louis.

The same types of Maintenance of Way equipment (and supporting manpower, for production gang rail and tie renewals) used on KCS's network will be deployed as needed to maintain and renew the track on the Springfield Line.

I. Capital Investment

CN proposes to make capital investments of approximately $250 million over three years following the transaction. As explained above, CN has not been granted physical access to the Springfield Line as of the date the Operating Plan was finalized and such physical inspection may result in adjustments to the capital investment program.

The capital investments described herein will improve transit times for customers who rely on the Springfield Line and add intermodal and automotive capacity at IFG Terminal and East St. Louis. To determine the necessary capital investment, CN evaluated the Springfield Line as well as the adjacent Gilman Subdivision based on the assumptions in the Operating Plan and an assumed track speed of 40 miles per hour.

CN will use its capital investment to integrate the Springfield Line's operations into its Operating Plan, expand intermodal and automotive capacity at the IFG Terminal and in East St. Louis, upgrade main line track as needed on the Springfield Line and Gilman Subdivision, add/extend eight sidings to expand the Springfield Line's capacity, expand the capacity of Roodhouse Yard (which will serve as a mini-hub for local train crews serving industries at the east end of the Springfield Line; and will be the home terminal for the Roodhouse-East St. Louis turn job, and add maintenance-of-way equipment required to maintain the line. With these investments, CN will increase train velocity and improve performance of trains and supporting yard activities on the Springfield Line. Going forward, CN will implement its standard asset replacement cycles.

Appendix F-1 sets forth the total capital investment plan for sidings, East St. Louis and IFG intermodal and automotive facilities, and other investments.

1. Tracks and Line Infrastructure Upgrades

CN's objective is for the entire Springfield Line mainline tracks between Kansas City and Gilman, IL be at Class 3 standards to allow for a minimum freight train speed of 40 MPH. Except for a four mile segment (Milepost 234-237) just east

of Roodhouse which is speed restricted to [redacted] mph,[140] the KCS Timetable indicates that the Springfield Line south of Cockrell already meets FRA Class [redacted] standards; if that is correct, most of the line may not require track upgrades. At Roodhouse, however, 5,000 feet of new yard track will be added between mileposts 235.6 and 236.6.

On the adjacent Gilman Subdivision, CN will install new ties, upgrade certain curves for increased speeds, remove rail defects in the existing track, upgrade the rail on the main line. install a full flange bearing diamond at Mt. Pulaski, and a make a few other improvements to achieve 40 MPH speeds on the entire subdivision.

2. Sidings

To handle the projected additional trains, CN will extend or modify seven sidings on the Springfield Line; and build an entirely new siding at Cockrell, IL. Each of those projects is described further below. The projected cost of the modified sidings is $92 million and the new siding is estimated to cost $14 million.

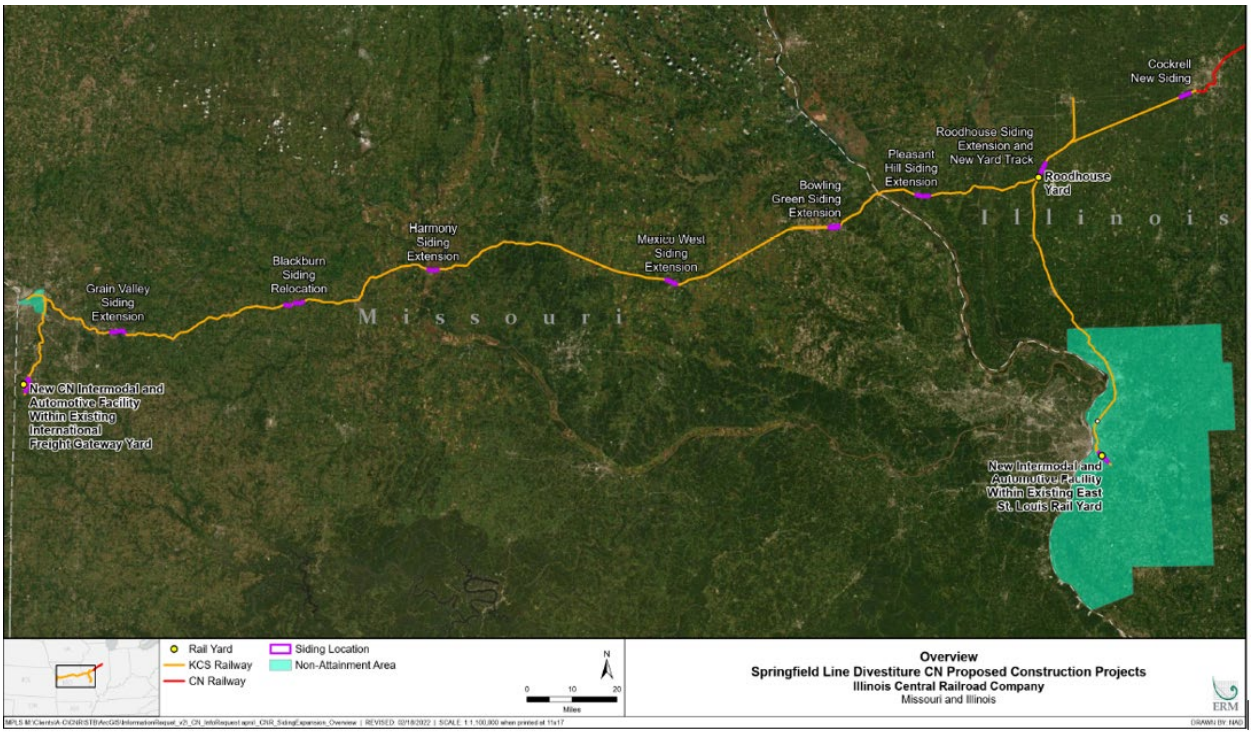
These sidings are important to enhance the overall fluidity of the line so trains can pass each other and move between lines at a higher speed. For example, trains cross both the Mississippi and Illinois Rivers on the Springfield Line (at Louisiana, MO and Pearl, IL, respectively), and at both locations the rivers are navigable and the bridge closes—halting river traffic—only when a train is approaching. This can lead to delays for trains on this segment, which CN took into

[140] KCS Timetable No. 15, 2020 edition.

account in designing its siding improvement plan. CN also carefully planned the location of new or extended sidings to minimize their impact on existing grade crossings.

The new and extended sidings will be built over a three-year period to accommodate the anticipated growth in traffic. A map of the siding projects on the Springfield Line itself is depicted in Figure 47.

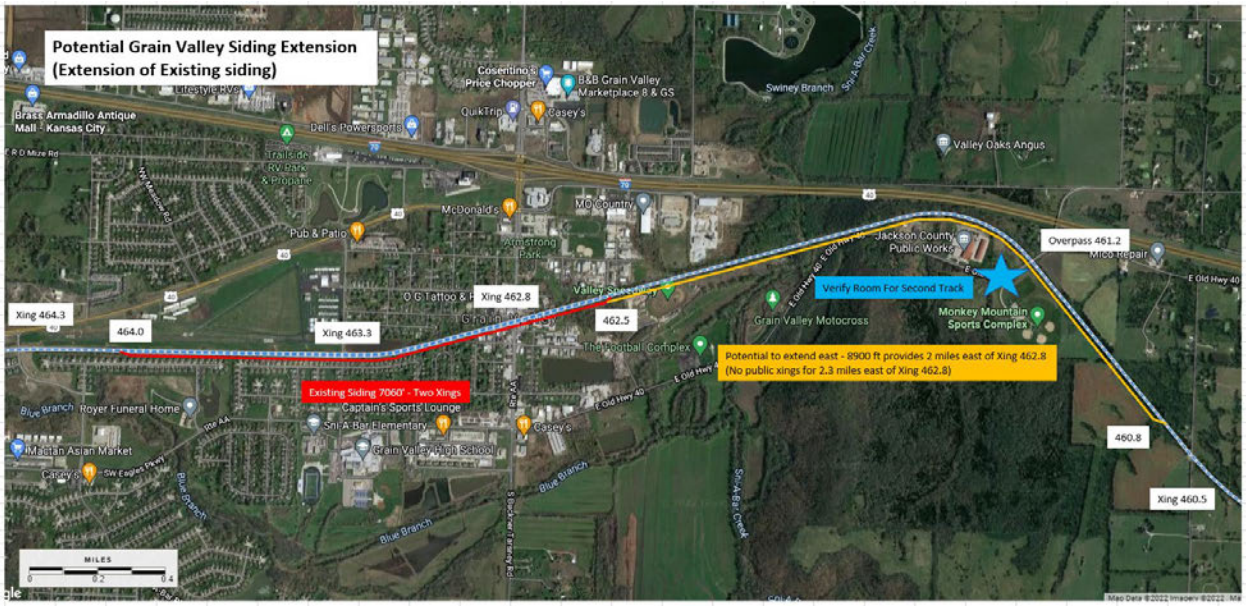
Figure 47
Springfield Line Siding Projects



The first planned siding investment on the Springfield Line is an extension of the existing siding at Grain Valley, MO on the KCS Mexico Subdivision. The extension will be located from Milepost 460.8 to Milepost 462.5 and would include a new span over the Sni-A-Bar Creek. The investment is depicted in Figure 48. There

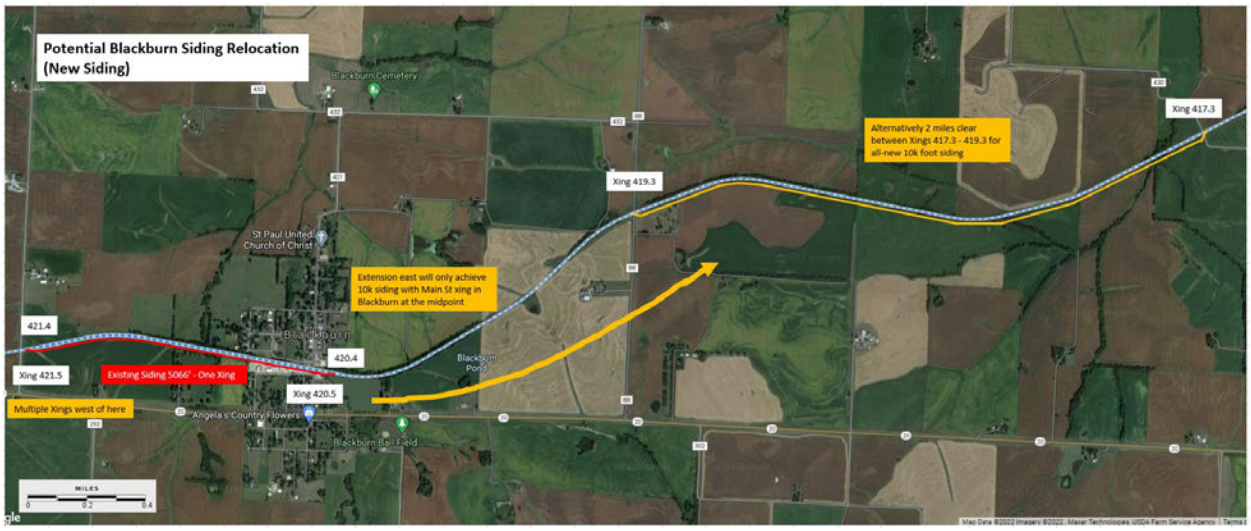
are two public grade crossings on the existing siding but no public grade crossings on the extension.

Figure 48
Grain Valley Siding Extension



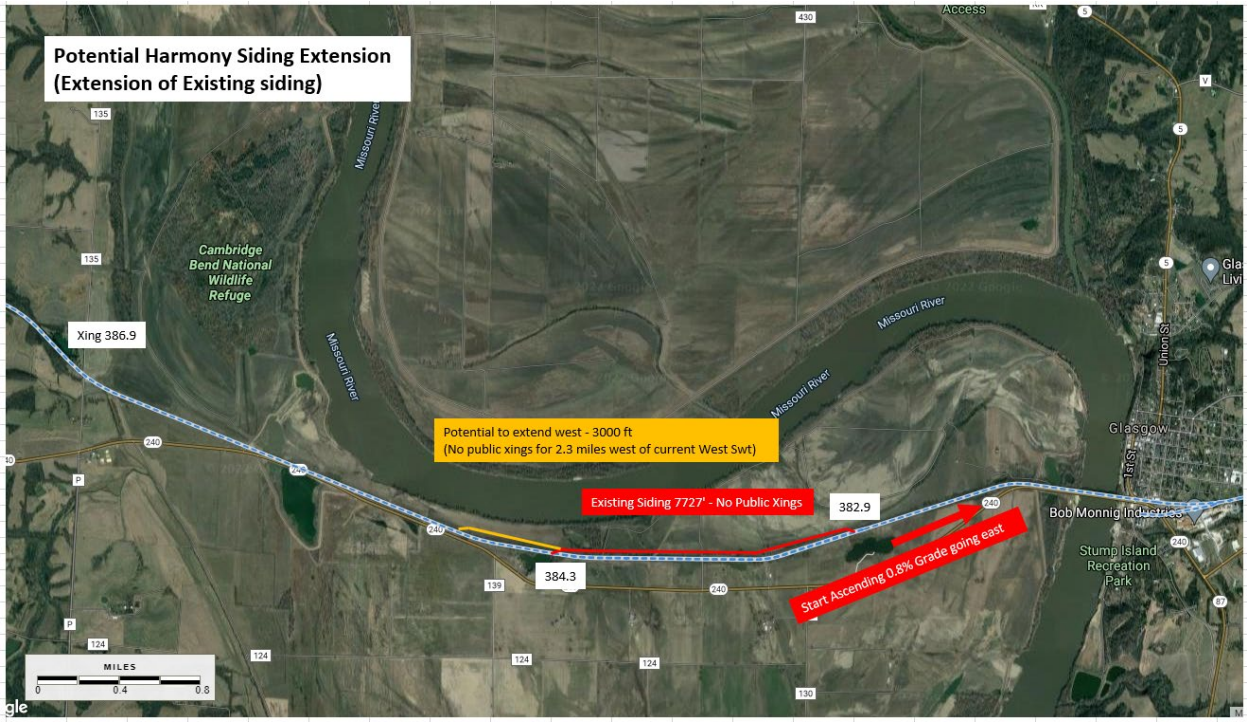
An existing siding on the KCS Mexico Subdivision at Blackburn, MO will be relocated between Milepost 417.3 and Milepost 419.3. This project is depicted in Figure 49. An extension of the existing siding at Blackburn would be less effective than a relocated new siding. Moreover, relocating the siding will avoid blocking any grade crossings.

Figure 49
Relocated Blackburn Siding



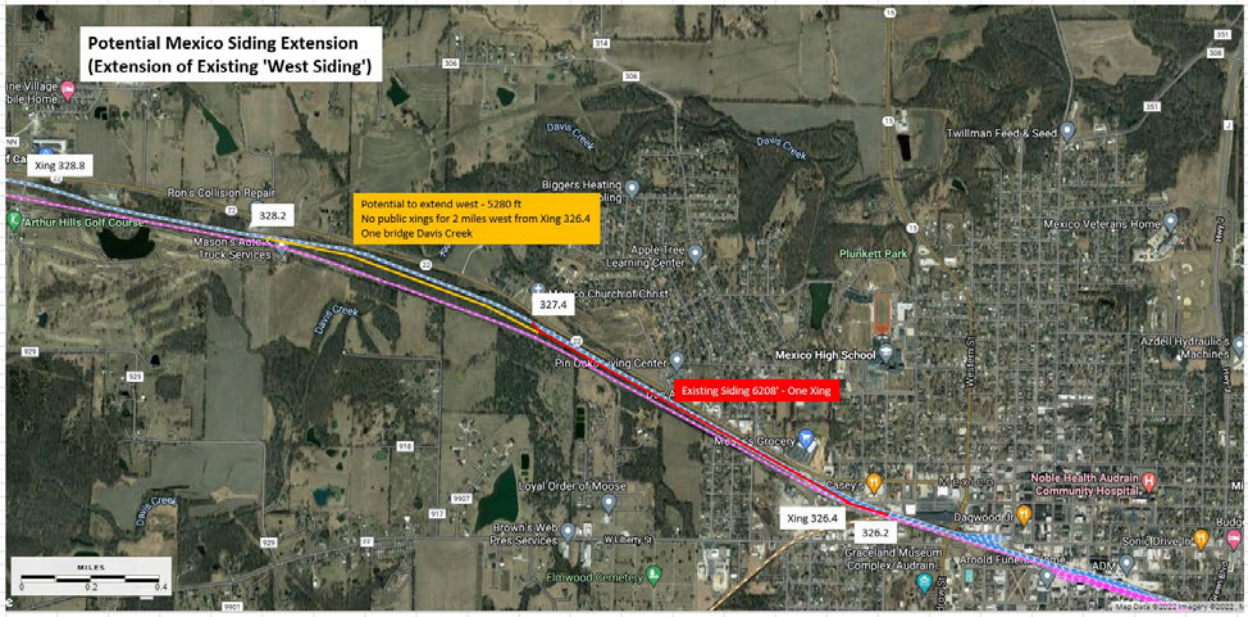
CN also proposes to extend the existing siding between Milepost 384.3 and Milepost 384.9 at Harmony, MO on the KCS Mexico Subdivision. That project is depicted in Figure 51. There are no grade crossings on either the existing siding or the proposed extension.

Figure 50
Extended Harmony Siding



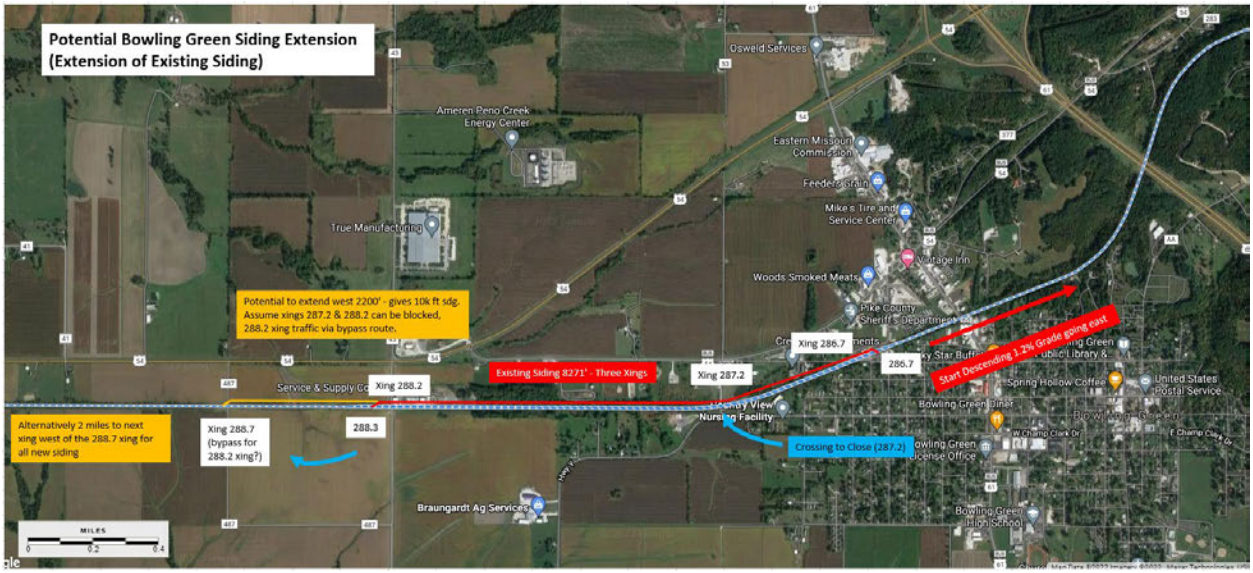
Finally on the Mexico Subdivision, the existing West Siding at Mexico, MO will be extended between Milepost 327.4 and Milepost 328.4, a project that will include a bridge over Davis Creek. The project is depicted in Figure 52. There is a grade crossing on the existing siding but not on the extension. Note that between Harmony and the West Siding, there is an existing siding at Clark, MO that is long enough to hold a unit grain train.

Figure 51
Extended West Siding



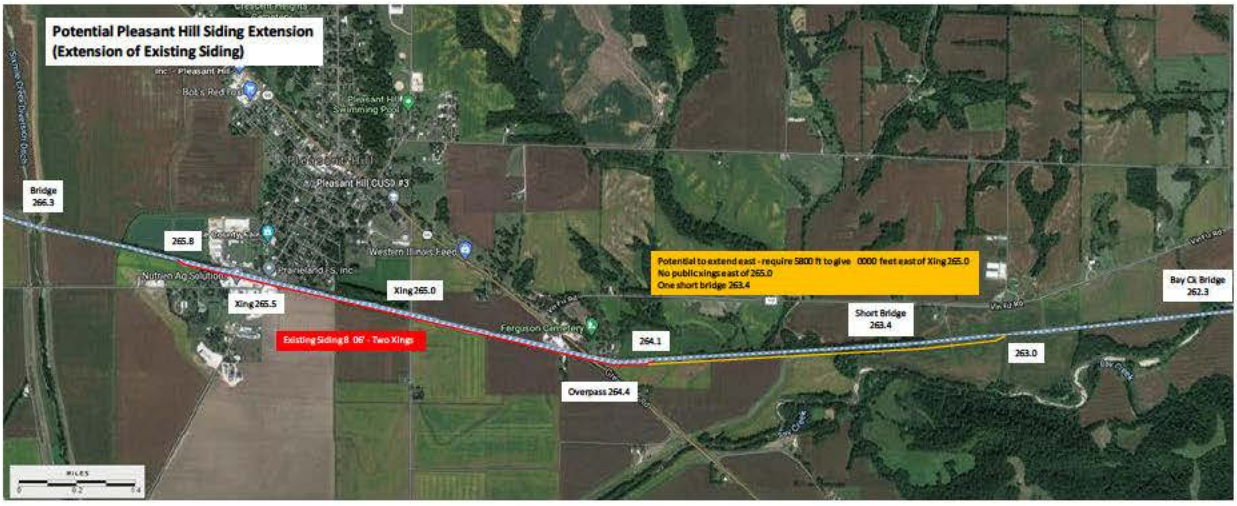
On the KCS Roodhouse Subdivision, the siding at Bowling Green, MO will be extended from Milepost 288.3 to Milepost 288.7. There are three grade crossings along the existing siding, two of which could be potentially closed or rerouted; there are no crossings on the extension.. Note that between the West Siding and Bowling Green, an existing siding at Laddonia, MO is long enough to hold a unit grain train. The project is depicted in Figure 52.

Figure 52
Extended Bowling Green Siding



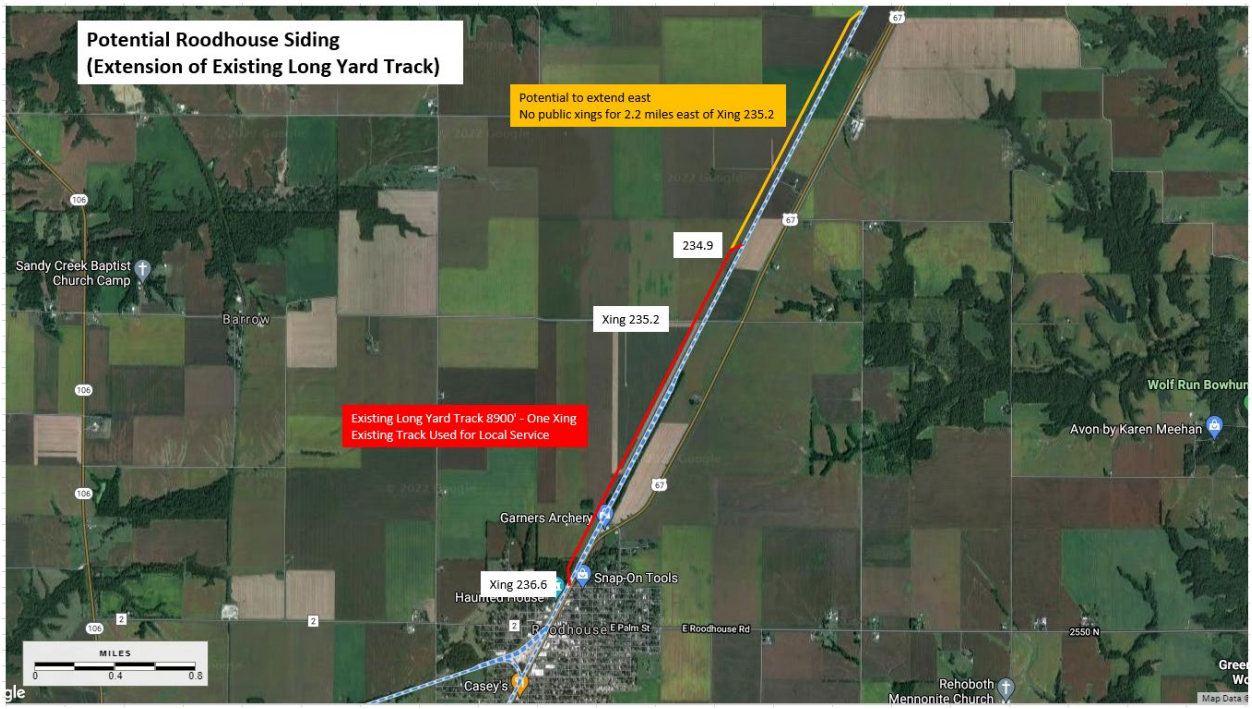
The existing siding at Pleasant Hill, IL on the KCS Roodhouse Subdivision will be extended from Milepost 263.0 to Milepost 264.1, including a short bridge over the Bay Creek. This siding will be located between the two moveable river bridges at Louisiana, MO and Pearl, IL and will mitigate any bridge delays that could disrupt line capacity. There are no grade crossings on the extension, although the existing siding has two grade crossings; the extended siding will provide space to hold a 10,000-foot train clear of any grade crossings. The project is depicted in Figure 53.

Figure 53
Extended Pleasant Hill Siding



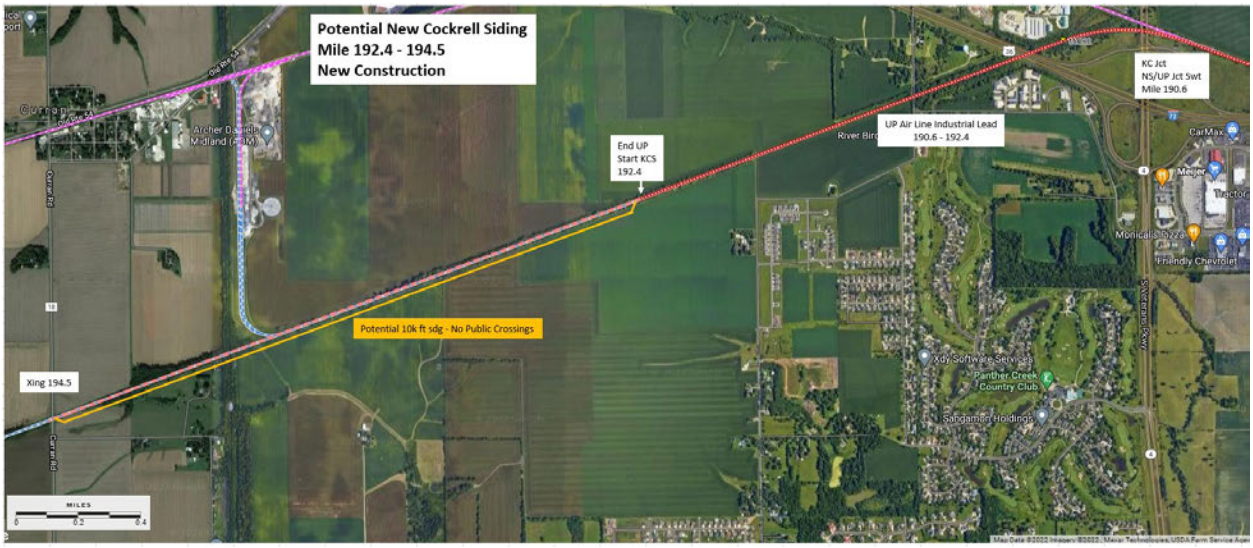
On the KCS Springfield Subdivision, at Roodhouse, IL the existing Long Yard Track will be extended from Milepost 233.2 to Milepost 234.9. The extension involves no public grade crossings, although there is a crossing on the existing siding. The project is depicted in Figure 54.

Figure 54
Extended Roodhouse Siding



At Cockrell, IL, on the KCS Roodhouse Subdivision, a new siding will be built between Milepost 192.4 and Milepost 194.5 and no public grade crossings are affected. The project is depicted in Figure 55.

Figure 55
New Cockrell Siding



Gilman Subdivision infrastructure documentation is located in Appendix F-2.

3. Yard and Terminal Capacity

Most of the anticipated increase in traffic can be absorbed by existing yards and facilities. As discussed above, investments will be made in East St. Louis and at the IFG Terminal south of Kansas City to handle intermodal units and automotive traffic. The IFG Terminal project will be constructed so as not to conflict with CPKC and its operations.

In East St. Louis, investments will be made to accommodate 44 outbound loaded intermodal units per day, 43 inbound loaded units per day, and 13 outbound empty units per day. That represents the expected level of new intermodal traffic in Year 3 of CN's Operating Plan. To accommodate that growth, CN will construct 6,000 track feet with intermodal pads and accompanying pavement. CN will also invest to accommodate 16 loaded outbound automobile multilevels, four empty

outbound multilevels, 13 inbound loaded multilevels, and seven empty multilevels daily at East St. Louis consistent with CN's Operating Plan. It will require the construction of 5,000 track feet for loading/unloading and car storage. In addition, approximately 25 acres will be developed with necessary roadways, parking, and truck areas.

At the IFG Terminal, facilities will be constructed to accommodate 180 loaded outbound intermodal units, 105 loaded inbound intermodal units, and 53 empty intermodal units per day, all consistent with CN's Operating Plan. The project requires 20,000 track feet (with pad) and storage, and the accompanying pavement. For automotive traffic, CN will construct sufficient capacity to accommodate 19 loaded inbound multilevels and four empty inbound multilevels, as well as 10 loaded inbound multilevels and 14 outbound empty multilevels, each daily. This project will require construction of 6,600 track feet including for loading/unloading and for storage. The accompanying work will include roadways and railhead parking and truck areas.

4. Bridges

There are a number of bridges on the Springfield Line. The three largest, from east to west, are:

- Lift bridge crossing the Illinois River at Pearl, IL with five fixed trusses west of the lift span.
- Swing span bridge crossing the Mississippi River at Louisiana, MO, with eight additional trusses.
- Missouri River bridge crossing at Glasgow, MO with six trusses and no moveable section.

CN has not been granted access to physically inspect these bridges prior to filing this Responsive Application. Post-transaction, CN will carefully inspect each of these bridges, to determine whether and what capital investments are needed.

J. Safety Impact

Nothing is more important to CN than operating safely. CN recognizes that safety is not a static "program"; it is a dynamic process focused on continuously improving its corporate safety culture. CN's culture is built on a fundamental commitment to safety that begins at the top. CN is dedicated to providing the leadership, training, organizational structure, technology, and resources necessary to support its goal of eliminating serious injuries and fatalities and becoming the safest Class I railroad in North America. CN's Safety Policy outlines its continual focus on: (1) A Strong Safety Culture; (2) A Safe Work Environment; and (3) Safe Work Practices and Training.[141]

CN is committed to integrating the Springfield Line in a manner that will not compromise safety. As stated above, the Springfield Line would be dispatched from Homewood, IL, like the rest of CN's United States network. To the extent employees who have not previously worked on the Springfield Line are assigned there, CN will comply with all applicable FRA regulations including those relating to territorial qualification. CN's investment in CTC on the new sidings will also enhance safety and efficiency because it will give the RTC the ability to control the signals and switches remotely from the dispatch center in Homewood, IL. That will eliminate

[141] Source: CN Safety Policy.

the need for trains to stop for crews to throw switches to enable trains to enter and exit those sidings.

CN's PTC technology is fully interoperable with KCS, so no significant change in PTC infrastructure would be required. CN will consult with FRA to update CN's system PTC Implementation Plan and PTC Safety Plan, as well as coordinate any necessary PTC testing or other FRA-required information. CN would work with FRA to ensure compliance with all requirements and PTC would continue to protect all PTC regulated track as it does today.

VII. Conclusion

The additional traffic (particularly truck traffic) that CN will divert to the Springfield Line, and the major investments that CN will make to handle that traffic safely and efficiently, will be a great benefit to both the national rail network and the environment. The proposed divestiture will provide shippers an alternate competitive rail route between Kansas City and Chicago and will preserve and upgrade parallel lines that would have little significance to the CPKC network.

Appendix A: Methodology for Development of Line Densities for Springfield Line and Assessment of CPKC Provided Density Data

As part of preparing the proposed operating plan, Oliver Wyman undertook the process of identifying the base period (2019) tonnage on each line segment and the projected post-transaction growth in tonnage for each line segment. We primarily undertook this using the full year 2019 waybills. We then prepared an alternate view that was based on the line segment tonnage, train counts, and yard volumes CP-KCS developed for use in its Amended Operating Plan and furnished to the OEA.[142]

The actual process we followed was as follows:

1) As discussed in the methodology section of this verified statement in Section III, Data Sources and Methodologies, we developed two operating plans—one representing the pre-transaction plan (the "Base Plan") and one representing the post-transaction plan (the "Year 3 Plan"). The Base Plan used traffic derived from the full year 2019 waybill data obtained from CPKC, including the gross tons for each shipment. The Year 3 Plan used traffic that included the diversion traffic identified by the respective traffic studies undertaken by CPKC and CN. While we originally included an allowance for organic growth in the CPKC base traffic volumes, this has been removed in CN's amended operating plan to be consistent with CP-KCS removing organic growth in the CP-KCS amended operating plan.[143] We continue to provide selective organic growth estimates to the OEA (see Appendix G).

2) Using the above operating plans, and corresponding traffic, we used functionality in MultiRail to determine the gross tons traversing each line segment of the Springfield Line, and all of the lines making up the CN system, for the Base Plan and Year 3 Plan.

[142] CP-KCS Amended Operating Plan, Appendix T.
[143] CP-KCS Amended Operating Plan, pages 57, 102.

3) We then computed the net change in tonnage on each line segment by taking the difference in tonnage values between the Year 3 Plan and the Base Plan, excluding organic growth as noted above.

4) For CN lines we obtained the historic tonnage for each line segment. For the KCS controlled segments, under the CN Full Waybill Methodology we used the tonnages found in Exhibit 14 Part A of the CP-KCS Amended Operating Plan for the year 2019, adjusted to account for the inclusion of locomotives by multiplying these tonnages by 0.926.[144] Under the CP-KCS Calibration Methodology for KCS we used the tonnages for the base period as specified in Appendix T of the CP-KCS amended operating plan. For CN line segments we used the "trailing" tonnages found in a historic tonnage table furnished by CN for the year 2019 (see Exhibit 14 of this Responsive Application).[145] For a small number of short, local line segments in and around East St. Louis, where historic values could not be identified, we used the tonnage values produced by MultiRail from the Base Plan as a proxy for the historic tonnages.

5) We used these historic tonnage values as the tonnage numbers for our Base Plan in the line density tables, producing two versions of each table under the CN Full Waybill Methodology and CP-KCS Calibration Methodology approaches where appropriate. To these tonnages we added the net change in tonnage values we computed using MultiRail (step 3 above) to obtain the Year 3 Plan tonnage values. Because the tonnages for the Base Plan from MultiRail did not exactly match the historic values, and we wanted to be consistent with the historic metrics, or those used by CP-KCS in their Amended Operating Plan, we ensured this by only using the incremental values from the MultiRail analysis in our density tables. This is based on the concept that while there may be some differences between the absolute values produced by MultiRail relative to the historic values, the net change values produced by MultiRail, which are based on the projected traffic increases, should be reliable.

We believe that this deliberate and transparent process produced a fair and reliable representation of the expected pre-transaction and post-transaction tonnage values for each line segment under the CN Full Waybill Methodology approach.

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[144] *See* Van Dyke Third Verified Statement; Multiplication factor of 92.6% is derived from AAR data which showed locomotives are 7.4% of KC tonnage.

[145] For the CP-KCS Calibration Methodology we used the tonnages found in Appendix T of the CP-KCS Amended Operating Plan.

However, they differ from the pre- and post-transaction tonnages published in the CP-KCS Amended Operating Plan. This is because CP-KCS did not follow a process that even remotely resembled the step-by-step approach we applied in the CN Full Waybill Methodology approach. However, to provide a view that is consistent with the CP-KCS Calibration Methodology approach, and meet the requirements of Board Decision 17,[146] we provide an alternate view of these tonnages that is consistent with the CP-KCS generated numbers.

The basic issues with the CP-KCS tonnage values are discussed below. Also see the CN Verified Statement of Carl Van Dyke, CN Comments on Application (Finance Docket No. 36500, submitted February 28, 2022, as well the Van Dyke Second Verified Statement of March 28, 2022 and the Van Dyke Third Verified Statement of June 9, 2022) for additional explanation of the errors in the CP-KCS application.

CPKC Approach to Computing Line Densities

As described above, in a conventional operations planning process, all carload, intermodal, and bulk unit train traffic is flowed over the network/operating plan and is coded into the operations planning software (*i.e.*, MultiRail).[147] The software develops estimates of traffic density and train counts by line segment and car handlings by yard. CP and KCS did not follow such a simple and straightforward procedure. Instead, they employed an overly complex process to

[146] STB Decision No. 17, page 4.
[147] Finance Docket No. 33556, Railroad Control Application, Surface Transportation Board, July 1998, Volume 2, pp. 5-6 (CN-IC merger) and Finance Docket No. 33388, Railroad Control Application, Surface Transportation Board, June 1997, Volume 3B, p. 7 (Conrail merger).

compute line density values that used a combination of 1) train counts (without weight values) extracted from MultiRail for selected traffic and trains, 2) historic train weights from various time periods which were multiplied by the train counts to estimate tonnage (without reference to the tonnages computed by MultiRail), and 3) a separate manual process for estimating tons for existing and new unit trains.[148] The train counts from MultiRail were based on traffic from October 2020, instead of the full year 2019 traffic one would expect to be used given that the base year adopted by CP and KCS for their application was 2019. Further, the unit train data as presented in the May 13, 2022 CP-KCS Amended Operating Plan was based on using different time periods from early 2021 for CP and KCS, not 2019.

In addition to being based on inappropriate traffic data, including a purely statistical representation of organic growth-related changes in unit trains,[149] the Applicants' estimates exclude trains that failed to operate over an arbitrary amount of a line segment.[150] CP and KCS, furthermore, ignored the historic tonnage values in developing their post-merger, Year 3, tonnage values so that the Year 3 values cannot be matched to the tonnages from 2019 that CP and KCS collected in the normal course of business.

This is fully evidenced in the CP-KCS Amended Operating Plan where they explain that the historic tonnages collected in the normal course of business should

[148] Work paper "24.1.1.9-Trains Per Day and Gross Ton Miles.xlsx." See Van Dyke Third Verified Statement for discussion of the specific methodology used by CP-KCS in computing line segment weights.

[149] *See* Van Dyke Third Verified Statement for analysis of unit trains.

[150] Applicants note in "FD 36500 – Work Paper – HC – Trains Per Day – Methodology.pdf" that [redacted]

not be used, and provide an set of constructed values for the 2019 line segment tonnages.[151] The values in the Amended Operating Plan differ from the historic values by dramatic amounts.

As discussed above, CP and KCS chose to ignore tonnage values from MultiRail, and the historic values Applicants provided in Exhibit 14 Part A of their Amended Operating Plan, and instead computed tonnage values using an aggregate tonnage spreadsheet model.[152] Any differences between the aggregate tonnage spreadsheet model and the aggregate tonnages CP and KCS projected for the overall system were eliminated by applying numerous "calibration factors" to the process.[153] These calibration factors had the effect of significantly distorting growth estimates in many cases, leading to further errors in density values. For example, while CP and KCS in the "system model" uses an organic growth factor through Year 3 for KCS of approximately [redacted], in computing the line densities, they instead apply the higher merged-system average growth rate of [redacted] percent for carload traffic and a rate of [redacted] percent for unit train traffic, applied to all KCS subdivisions.[154] They then compound this error through the use of "calibration factors" to cause both the effective organic growth rate, and the "synergy" growth rate to be increased on the Kansas City–Springfield and other KCS line

[151] CP-KCS Amended Operating Plan, page 33, paragraph 79.
[152] "FD 35600 – Work Paper – HC – 1. Proposed Final FTI Rail to Rail Diversion Results for Merger Application 10_21_20 Updat_Truk_Rev.xlsx." *See* Van Dyke Third Verified Statement; Work paper "24.1.1.9-Trains Per Day and Gross Ton Miles.xlsx".
[153] Work paper "24.1.1.9-Trains Per Day and Gross Ton Miles.xlsx"; *See* "Oliver Wyman Springfield Line 30 Percent.pdf" for analysis process.
[154] *See* "HC - Review of Growth Factors in CPKC Application.pdf." and cells Z9 and AA9 of the summary tab in the spreadsheet "24.1.1.9-Trains Per Day and Gross Ton Miles.xlsx".

segments.[155] Applicants do not explain why they chose to use an untested process, requiring numerous adjustments, when the MultiRail software provides a much more transparent and integrated way to conduct the analysis thoroughly and accurately.

The Applicants' process produced line density (tonnage) results that are demonstrably incorrect on essentially every subdivision.[156]

Detailed View of Springfield Line Base Year CPKC Tonnages

CPKC in its reply to Canadian National's Description of Anticipated Responsive Application (STB Finance Docket No. 36500) of January 28, 2022, indicates that the 2019 tonnage values from its Application should not be used, and instead should be replaced by values from the work paper entitled "FD 36500 – Work Paper – HC – Trains Per Day and Gross Ton Miles - Working Copy with Haz Breakdown.xlsx." This was subsequently revised in CP-KCS's Amended Operating Plan of May 13, 2022 to use a new version of the above cited workpaper, and the proposed replacement of the historic 2019 tonnage values (now Exhibit 14 Part A) with a new set of tonnage values. As shown in Exhibit A1 below, using any of the tonnages proposed by CP-KCS significantly changes the base year (2019) tonnages – and presents a radically different picture of the Springfield line

[155] *See* Van Dyke Third Verified Statement; *See* "Review of Growth Factors in CPKC Application.pdf."
[156] *See* Van Dyke Third Verified Statement

Exhibit A1: Springfield Line Reported Tonnage by Line Segment Using Values from Work Paper[157]

Line Segment	Adjusted Exhibit 14 Part A Historic 2019 Tonnage[158]	October 29, 2021 Work Paper 2019 Tonnage[159]	May 13, 2022 Amended Operating Plan Base Year Tonnage[160]	Adjusted Historic 2019 Tonnage Vs. October Work Paper Percent Difference	Adjusted Historic 2019 Tonnage Vs. Amended Operating Plan Percent Difference
Kansas City – Slater	9.6	6.2	7.0	-36%	13%
Slater – Mexico	8.2	4.3	4.8	-48%	13%
Mexico – Roodhouse	6.2	4.0	4.5	-35%	13%
Roodhouse – Godfrey	3.5	1.1	1.2	-70%	17%
Godfrey – East St. Louis	5.1	6.8	8.0	35%	17%
Roodhouse – Murrayville	2.9	1.0	1.0	-65%	0%
Murrayville – Springfield	0.0	0.2	0.2	359%	-1%
Jacksonville - Murrayville	2.8	1.3	1.3	-53%	0%

First, the above table shows large differences between the values for 2019 published in Exhibit 14 Part A of the Amended Operating Plan and those from the work papers, which implies that either the Exhibit 14 Part A historic tonnages collected in the normal course of business are wrong, or the alternate base year tonnage proposed by CP-KCS are wrong. Either way, it raises significant questions as to the credibility of the line density values not just on the Springfield Line but across the CPKC network.[161]

See the June 9, 2022 Van Dyke verified statement submitted with CN's Amended Comments in FD 36500 for further details on line segment tonnage issues related to the CP-KCS amended operating plan.

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[157] Application 2019 and Year 3 tonnages are based on values from Application Vol. 2, Exhibit 14: Density Charts, pp. 461-504. Work paper 2019 tonnage are based on values provided in the "24.1.1.9-Trains Per Day and Gross Ton Miles.xlsx".

[158] The original KCS supplied tonnages included locomotives. A multiplier of 0.926 was applied to adjust for the inclusion of locomotives. See Van Dyke Third Verified Statement, Section 4.2 for further details.

[159] Work paper "24.1.1.9-Trains Per Day and Gross Ton Miles.xlsx".

[160] CP-KCS Amended Operating Plan, Appendix T.

[161] *See* Van Dyke Third Verified Statement , Section 4 for extensive discussion of the validity of the CP-KCS line segment tonnages.

CP-KCS Projected Traffic Growth on Springfield Line

CP-KCS originally claimed growth rates of order 30%, and pointed to these growth rates as evidence of their commitment to the Springfield line in their letter of January 28, 2022.[162] The amended operating plan has revised these growth rates to less than 20% as demonstrated below, despite CP-KCS's earlier claims of the 30% being proof of their commitment to the Springfield line:

Exhibit A2: Original vs. amended tonnage growth rates for selected line segments

Line Segment	Original October Work Paper Base Tonnage	Original Application Year 3 Tonnage	Work Paper Percent Change between 2019 and Year 3	Revised (Appendix T) Base Year Tonnage	Appendix T Year 3 Tonnage	Amended Application Base to Year 3 Change
Kansas City – Slater	5.83	7.56	29.7%	6.17	6.96	12.8%
Slater – Mexico	3.71	4.85	30.7%	4.28	4.84	13.2%
Mexico – Roodhouse	3.39	4.43	30.7%	4.02	4.54	13.0%
Roodhouse – Godfrey	1.11	1.45	30.6%	1.05	1.23	17.1%
Godfrey – East St. Louis	7.76	10.15	30.8%	6.84	8.02	17.2%
Roodhouse – Murrayville	0.03	0.03	0.0%	1.00	1.00	-0.2%
Murrayville – Springfield	0.03	0.03	0.0%	0.17	0.17	-0.6%
Jacksonville - Murrayville	0.43	0.55	27%	1.33	1.33	0.0%

Nonetheless, the vast majority of the growth shown is based on system average projected growth rates and is non-specific to the Springfield line. However, the revised application is still showing significant amounts of merger related growth on several line segments including the following:

Exhibit A3: Merger related growth for selected line segments[163]

Segment	Merger Related MGT Growth	Merger Related Car Growth	Average Tons Per Car
GODFREY,IL - EAST ST LOUIS,IL	1.18	1,866	632
KANSAS CITY,MO - SLATER,MO	0.80	2,228	359
SLATER,MO - MEXICO,MO	0.56	2,228	251
MEXICO,MO - ROODHOUSE,IL	0.52	2,387	218

[162] CP-KCS Reply to Canadian National's Description of Anticipated Responsive Application, STB Finance Docket No. 36500, January 28, 2022. Page 9

[163] *See* CP-KCS Amended Operating Plan, Appendix T.

In addition to the growth in gross tons, Applicants also specify the growth in carloads per year related to the associated tonnage growth, as set forth in the above table, which range from 1,866 to 2,387 cars per year for the four line segments listed above.[164] To put the numbers in Exhibit A3 in context, 2,200 cars/year is equal to approximately 6 cars per day. Assuming a mix of loaded and empty cars, an average car might be about 80 gross tons, for which 2,200 car/year translates to less than 0.2 million tons per year. Clearly there is a disconnect between an increase of 6 cars per day and a gain of 1.2 million tons per year as shown for the Godfrey-East St. Louis line segment.

The explanation for these extraordinary increases in merger related tons is a series of errors introduced by the methodology employed by CP-KCS to estimate its post-transaction tonnage by line segment. The details of this flawed process are explored in Appendix A of Van Dyke's Third Verified Statement of June 9, 2022, which includes sample calculations for the four line segments listed above.165 Nonetheless, we use these very high tonnage increases in our alternative Springfield line operating plan and associated OEA filing to ensure compliance with the Board's direction in its Decision 17.

[164] *See* CP-KCS Amended Operating Plan, Appendix T.
[165] *See* Van Dyke Third Verified Statement, Appendix A.

Appendix B: Listing of Trains, Locals, and Yard Assignments Currently Operated by KCS

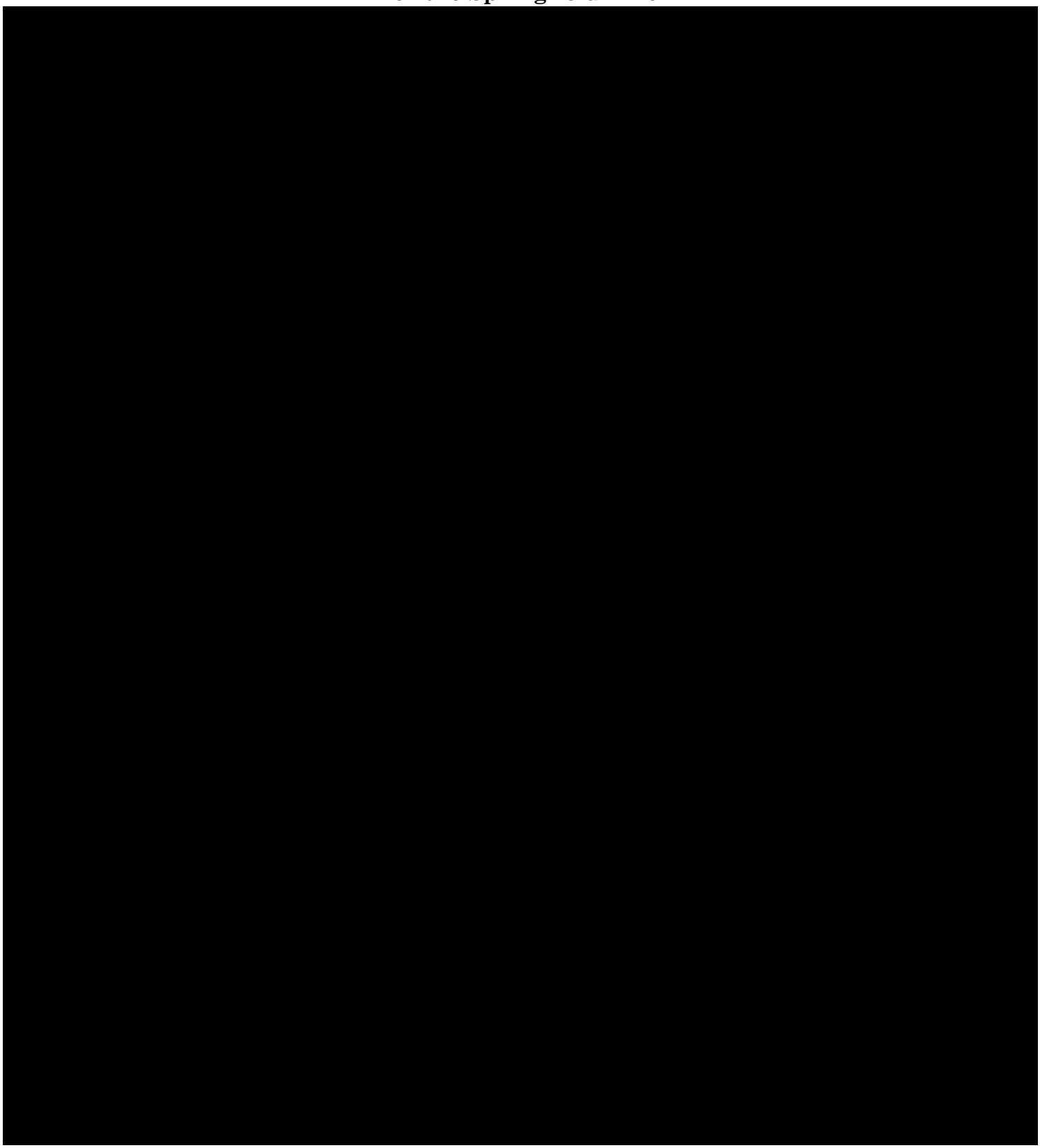
Exhibit B-1: KCS Scheduled Trains (TSP Trains) Schedules for the Springfield Line

Train Type	Train Symbol	Origin Station	Dest. Station	Route	Departure Day	Departure Time	Days of Operation	Comments
A - Auto	A-KCITY	Kansas City, MO	Kansas City, MO	Kansas City, MO - International Freight Gateway (IFG), MO - Kansas City, MO	0	7:00	-M-W-F-	Forward industry cars from Kansas City to IFG and returns to Kansas City with auto loads for CPRS and East St. Louis
F - Foreign	F-KC101	Kansas City, MO	Kansas City, MO	Kansas City, MO - Kansas City industries - Kansas City, MO	0	8:00	SuMTuWThFSa	Morning Kansas City industry job
F - Foreign	F-KC202	Kansas City, MO	Kansas City, MO	Kansas City, MO - Kansas City industries - Kansas City, MO	0	20:00	SuMTuWThFSa	Evening Kansas City industry job
F - Foreign	F-KC320	Kansas City, MO	Kansas City, MO	Kansas City, MO - BNSF - Kansas City, MO	0	19:00	SuMTuWThFSa	BNSF interchange
F - Foreign	F-KC475	Kansas City, MO	Kansas City, MO	Kansas City, MO - CPRS - Kansas City, MO	0	21:00	SuMTuWThFSa	CPRS interchange
F - Foreign	F-KCNS	Kansas City, MO	Kansas City, MO	Kansas City, MO - NS - Kansas City, MO	0	10:00	SuMTu-ThFSa	NS interchange
F - Foreign	F-KCTL	Kansas City, MO	Kansas City, MO	Kansas City, MO - KCTL - Kansas City, MO	0	18:00	Su-Tu-Th--	KCTL interchange
F - Foreign	F-KCUP	Kansas City, MO	Kansas City, MO	Kansas City, MO - UP - Kansas City, MO	0	10:30	SuMTuWThFSa	UP interchange; also handles an industry block
[redacted]								

Train Type	Train Symbol	Origin Station	Dest. Station	Route	Departure Day	Departure Time	Days of Operation	Comments
[redacted]								
M - Manifest	M-KCVN	Kansas City, MO	East St. Louis, IL	Kansas City, MO - East St. Louis, IL	0	12:00	SuM-W-F-	Linehaul train with pickups and setouts at Slater and Roodhouse
M - Manifest	M-VNKC	East St. Louis, IL	IFG, MO	East St. Louis, IL - IFG, MO	0	11:00	-MTu-Th-Sa	Linehaul train with pickups and setouts at Roodhouse and Slater, as well as a pickup at Mexico
Y - Yard	Y-ALS	East St. Louis, IL	East St. Louis, IL	East St. Louis, IL - ALS - East St. Louis, IL	0	17:00	Su-Tu-Th--	Interchange to ALS
Y - Yard	Y-CSXT	East St. Louis, IL	East St. Louis, IL	East St. Louis, IL - CSX - East St. Louis, IL	0	18:00	--TuWThFSa	Interchange to CSX
Y - Yard	Y-ES111	East St. Louis, IL	East St. Louis, IL	East St. Louis, IL - East St. Louis, IL	0	15:30	-M-----	Yard and industry job at East St. Louis
Y - Yard	Y-ES111	East St. Louis, IL	East St. Louis, IL	East St. Louis, IL - East St. Louis, IL	0	8:00	--Tu-ThF-	Yard job at East St. Louis
Y - Yard	Y-ES111	East St. Louis, IL	East St. Louis, IL	East St. Louis, IL - East St. Louis, IL	0	9:00	---W---	Yard and industry job at East St. Louis
Y - Yard	Y-ES212	East St. Louis, IL	East St. Louis, IL	East St. Louis, IL - Sauget, IL - East St. Louis, IL	0	18:00	--Tu-Th--	Yard and industry job serving industries between East St. Louis and Sauget
Y - Yard	Y-ES305	East St. Louis, IL	East St. Louis, IL	East St. Louis, IL - Sauget, IL - East St. Louis, IL	1	0:30	-MTuWThF-	Yard and industry job serving industries between East St. Louis and Sauget
Y - Yard	Y-ES312	East St. Louis, IL	East St. Louis, IL	East St. Louis, IL - East St. Louis, IL	0	23:00	--TuW---	Yard job at East St. Louis
Y - Yard	Y-ES312	East St. Louis, IL	East St. Louis, IL	East St. Louis, IL - East St. Louis, IL	0	8:00	Su-----Sa	Yard job at East St. Louis
Y - Yard	Y-ITSIFG	IFG, MO	IFG, MO	IFG, MO - IFG, MO	0	5:00	SuMTuWThFSa	Yard and industry job at IFG
Y - Yard	Y-ITSIFN	IFG, MO	IFG, MO	IFG, MO - IFG, MO	0	5:00	SuMTuWThFSa	Yard job at IFG
Y - Yard	Y-KC105	Kansas City, MO	Kansas City, MO	Kansas City, MO - Kansas City, MO	0	7:00	-M--Th-Sa	Yard and industry job at Kansas City

Train Type	Train Symbol	Origin Station	Dest. Station	Route	Departure Day	Departure Time	Days of Operation	Comments
Y - Yard	Y-KC105	Kansas City, MO	Kansas City, MO	Kansas City, MO - Kansas City, MO	0	7:00	---W---	Yard and industry job at Kansas City
Y - Yard	Y-KC105	Kansas City, MO	Kansas City, MO	Kansas City, MO - Kansas City, MO	0	7:00	--Tu--F-	Yard and industry job at Kansas City
Y - Yard	Y-KC106	Kansas City, MO	Kansas City, MO	Kansas City, MO - Kansas City, MO	0	8:00	SuMTuWThFSa	Yard job at Kansas City
Y - Yard	Y-KC108	Kansas City, MO	Kansas City, MO	Kansas City, MO - Kansas City, MO	0	8:00	--Tu----	Yard job at Kansas City
Y - Yard	Y-KC224	Kansas City, MO	Kansas City, MO	Kansas City, MO - Kansas City, MO	0	16:00	SuMTuWThFSa	Yard and industry job at Kansas City
Y - Yard	Y-KC229	Kansas City, MO	Kansas City, MO	Kansas City, MO - Kansas City, MO	0	16:00	SuMTuWThFSa	Yard job at Kansas City
Y - Yard	Y-KC237	Kansas City, MO	Kansas City, MO	Kansas City, MO - Kansas City, MO	0	17:00	-M-W---	Yard and industry job at Kansas City
Y - Yard	Y-KC237	Kansas City, MO	Kansas City, MO	Kansas City, MO - CPRS - Kansas City, MO	0	15:00	Su-Tu-Th--	Industry job and transfer run to CPRS
Y - Yard	Y-KC342	Kansas City, MO	Kansas City, MO	Kansas City, MO - Kansas City, MO	0	22:30	SuMTuWThFSa	Industry job at Kansas City
Y - Yard	Y-KC348	Kansas City, MO	Kansas City, MO	Kansas City, MO - Kansas City, MO	1	2:00	hg	Yard and industry job at Kansas City
Y - Yard	Y-KC348	Kansas City, MO	Kansas City, MO	Kansas City, MO - Grandview, MO - Kansas City, MO	1	2:00	--Tu----	Works Grandview industries
Y – Yard	Y-TRRA	East St. Louis, IL	East St. Louis, IL	East St. Louis, IL - Madison, IL - East St. Louis, IL	0	5:00	-MTuWThF-	Interchange to TRRA

Exhibit B-2: KCS Unscheduled Train (Non-TSP) Schedules for the Springfield Line



Appendix C: Summary of CN Base Period Trains Used in MultiRail

Manifest, Intermodal, Automotive, and Haulage Trains Only (Excludes Locals and Unit Trains)

Train Type	Symbol	Origin	Destination	Runs Per Week	Distance	Transit Time(Hours)
General Manifest	A_4002	MONTASYAR_PQ	JOFFRE_PQ	7	157	4.9
General Manifest	A_4012	JOFFRE_PQ	MONTASYAR_PQ	7	157	6.6
General Manifest	A_4016	LANG_OH	LANG_OH	7	149	8.2
General Manifest	A_4022	JOFFRE_PQ	MTJOLI_PQ	5	199	7.5
General Manifest	A_4031	MTJOLI_PQ	JOFFRE_PQ	5	199	10.6
General Manifest	A_4054	WINSYMYAR_MB	EDMONTON_AB	7	814	47.7
General Manifest	A_4061	MONINTTER_NB	MONINTTER_NB	7	176	7.3
General Manifest	A_4064	SASKATOON_SK	WINSYMYAR_MB	7	474	24.8
General Manifest	A_4071	DARTMOUTH_NS	MONINTTER_NB	7	189	8.1
General Manifest	A_4079	CENTRALIA_IL	KIRYARD_IN	7	248	17.5
General Manifest	A_4081	MONINTTER_NB	DARTMOUTH_NS	7	189	7.8
General Manifest	A_4089	KIRYARD_IN	CENTRALIA_IL	7	248	16.2
General Manifest	A_4105	SCOTFORD_AB	WINSYMYAR_MB	7	806	50.3
General Manifest	A_4114	NBATTLEFO_SK	EDMONTON_AB	7	258	18.7
General Manifest	A_4125	VANTHOYAR_BC	EDMONTON_AB	7	737	45.0
General Manifest	A_4158	GREBAY_WI	STEPT_WI	5	97	4.5
General Manifest	A_4165	VANTHOYAR_BC	EDMONTON_AB	7	737	44.5
General Manifest	A_4168	STEPT_WI	GREBAY_WI	5	97	4.0
General Manifest	A_4175	EDMONTON_AB	VANTHOYAR_BC	7	740	44.8
General Manifest	A_4185	MCLENNAN_AB	EDMONTON_AB	7	264	15.5
General Manifest	A_4195	EDMONTON_AB	MCLENNAN_AB	7	264	15.8

Train Type	Symbol	Origin	Destination	Runs Per Week	Distance	Transit Time(Hours)
General Manifest	A_4197	MAYYARD_LA	MEMPHIS_TN	4	394	15.9
General Manifest	A_4197	JACKSON_MS	MEMPHIS_TN	3	217	8.3
General Manifest	A_4204	THEPAS_MB	MELVILLE_SK	2	238	12.5
General Manifest	A_4207	MEMPHIS_TN	JACKSON_MS	7	217	9.3
General Manifest	A_4213	TORMACYAR_ON	PTROBINSO_ON	7	101	7.0
General Manifest	A_4214	MELVILLE_SK	THEPAS_MB	2	238	16.5
General Manifest	A_4223	PTROBINSO_ON	TORMACYAR_ON	7	101	6.8
General Manifest	A_4224	MELVILLE_SK	REGINA_SK	6	95	6.5
General Manifest	A_4234	REGINA_SK	MELVILLE_SK	6	95	6.5
General Manifest	A_4292	BECANCOUR_PQ	STLAMBERT_PQ	5	107	6.1
General Manifest	A_4302	MONTASYAR_PQ	BECANCOUR_PQ	5	117	6.0
General Manifest	A_4317	MEMPHIS_TN	DECATUR_IL	7	400	23.1
General Manifest	A_4329	DECATUR_IL	MEMPHIS_TN	7	400	22.0
General Manifest	A_4343	LONEAST_ON	TORMACYAR_ON	7	126	8.8
General Manifest	A_4353	TORMACYAR_ON	LONEAST_ON	7	126	6.8
General Manifest	A_4364	FTFRANCES_ON	THUBAY_ON	7	220	8.8
General Manifest	A_4374	THUBAY_ON	WINSYMYAR_MB	7	419	18.3
General Manifest	A_4383	WINDSOR_ON	LONEAST_ON	3	109	4.6
General Manifest	A_4384	WINSYMYAR_MB	SUPERIOR_WI	7	360	16.5
General Manifest	A_4393	LONEAST_ON	WINDSOR_ON	3	109	4.2
General Manifest	A_4398	PROCTOR_MN	WINSYMYAR_MB	7	353	17.1
General Manifest	A_4409	KIRYARD_IN	ELKHART_IN	7	86	5.5
General Manifest	A_4425	EDMONTON_AB	CALLOGPAR_AB	7	212	11.8
General Manifest	A_4468	FONLAC_WI	CLEARING_IL	7	159	13.8

Train Type	Symbol	Origin	Destination	Runs Per Week	Distance	Transit Time(Hours)
General Manifest	A_4479	KIRYARD_IN	GREBAY_WI	7	288	18.8
General Manifest	A_4503	NBAY_ON	TORMACYAR_ON	4	207	8.2
General Manifest	A_4506	BATCREEK_MI	FLAROCK_MI	7	162	13.6
General Manifest	A_4508	SAUSTMARI_ON	GREBAY_WI	7	274	16.3
General Manifest	A_4513	TORMACYAR_ON	NBAY_ON	4	207	7.5
General Manifest	A_4518	GREBAY_WI	SAUSTMARI_ON	7	274	16.5
General Manifest	A_4585	SWALANDIN_AB	GRAPRAIRI_AB	7	232	17.0
General Manifest	A_4595	GRAPRAIRI_AB	SWALANDIN_AB	7	232	13.0
General Manifest	A_4605	TERRACE_BC	PRIGEORGE_BC	2	372	15.8
General Manifest	A_4632	SENNETERR_PQ	PARENT_PQ	6	138	4.5
General Manifest	A_4642	PARENT_PQ	SENNETERR_PQ	6	138	4.5
General Manifest	A_4652	PARENT_PQ	GARNEAU_PQ	6	191	8.8
General Manifest	A_4662	GARNEAU_PQ	PARENT_PQ	6	191	8.0
General Manifest	A_4682	MONTASYAR_PQ	CHAMBORD_PQ	7	264	18.5
General Manifest	A_4692	CHAMBORD_PQ	MONTASYAR_PQ	7	264	18.7
General Manifest	A_4725	CHETWYND_BC	PRIGEORGE_BC	7	196	8.4
General Manifest	A_4735	PRIGEORGE_BC	CHETWYND_BC	7	196	7.5
General Manifest	A_4785	FTNELSON_BC	FTSTJOHN_BC	1	251	23.3
General Manifest	A_4795	FTSTJOHN_BC	FTNELSON_BC	1	251	24.0
General Manifest	A_4826	LANG_OH	SARNIA_ON	7	109	7.2
General Manifest	A_4846	FLAROCK_MI	SARNIA_ON	7	80	4.6
General Manifest	A_4853	SARNIA_ON	FLAROCK_MI	7	80	5.3
General Manifest	A_4887	MEMPHIS_TN	MOBILE_AL	7	404	19.4
General Manifest	A_4897	MOBILE_AL	MEMPHIS_TN	7	404	18.8

Train Type	Symbol	Origin	Destination	Runs Per Week	Distance	Transit Time(Hours)
General Manifest	A_4908	STEPT_WI	KIRYARD_IN	7	315	17.7
General Manifest	A_4913	TORMACYAR_ON	KIRYARD_IN	7	495	25.7
General Manifest	A_4919	KIRYARD_IN	STEPT_WI	7	315	17.4
General Manifest	A_4929	KIRYARD_IN	TORMACYAR_ON	7	495	26.5
General Manifest	A_4945	HOUSTON_BC	PRIGEORGE_BC	5	199	15.0
General Manifest	A_4955	PRIGEORGE_BC	HOUSTON_BC	5	199	13.0
General Manifest	A_4967	MEMPHIS_TN	KIRYARD_IN	7	525	21.9
General Manifest	A_4979	KIRYARD_IN	MEMPHIS_TN	7	503	22.9
General Manifest	A_4999	KIRYARD_IN	MEMPHIS_TN	7	503	22.9
General Manifest	H_9065	FRASURIMP_BC	VANTHOYAR_BC	7	3	0.1
General Manifest	M_3015	EDMONTON_AB	VANTHOYAR_BC	7	737	29.5
General Manifest	M_3017	BATROUGE_LA	MEMPHIS_TN	7	394	16.5
General Manifest	M_3027	MEMPHIS_TN	BATROUGE_LA	7	394	17.0
General Manifest	M_3033	TORMACYAR_ON	WINSYMYAR_MB	7	1,183	40.9
General Manifest	M_3035	EDMONTON_AB	PRIGEORGE_BC	7	485	25.1
General Manifest	M_3045	PRIGEORGE_BC	WINSYMYAR_MB	7	1,286	71.3
General Manifest	M_3051	MONINTTER_NB	TORMACYAR_ON	7	897	31.8
General Manifest	M_3063	TORMACYAR_ON	MONINTTER_NB	7	897	37.9
General Manifest	M_3095	EDMONTON_AB	COQUITLAM_BC	7	744	38.7
General Manifest	M_3105	COQUITLAM_BC	EDMONTON_AB	7	734	40.9
General Manifest	M_3115	EDMONTON_AB	VANTHOYAR_BC	7	741	36.3
General Manifest	M_3125	EDMONTON_AB	WINSYMYAR_MB	7	797	40.4
General Manifest	M_3133	TORMACYAR_ON	WINSYMYAR_MB	7	1,183	50.3
General Manifest	M_3134	WINSYMYAR_MB	SCOTFORD_AB	7	817	43.6

Train Type	Symbol	Origin	Destination	Runs Per Week	Distance	Transit Time(Hours)
General Manifest	M_3144	WINSYMYAR_MB	TORMACYAR_ON	3	1,191	50.7
General Manifest	M_3154	WINSYMYAR_MB	CALLOGPAR_AB	7	996	51.3
General Manifest	M_3165	MIRROR_AB	WINSYMYAR_MB	4	880	48.3
General Manifest	M_3174	WINSYMYAR_MB	EDMONTON_AB	7	797	43.3
General Manifest	M_3184	WINSYMYAR_MB	TORMACYAR_ON	7	1,191	51.4
General Manifest	M_3185	EDMONTON_AB	WINSYMYAR_MB	7	797	47.3
General Manifest	M_3212	STLAMBERT_PQ	TORMACYAR_ON	7	338	14.9
General Manifest	M_3223	TORMACYAR_ON	STLAMBERT_PQ	7	338	10.9
General Manifest	M_3232	STALBANS_VT	RIVPRAIRI_PQ	3	86	6.8
General Manifest	M_3242	MONTASYAR_PQ	STALBANS_VT	3	75	4.5
General Manifest	M_3262	HUNTINGDO_PQ	MONTASYAR_PQ	6	53	2.9
General Manifest	M_3272	MONTASYAR_PQ	HUNTINGDO_PQ	6	53	3.7
General Manifest	M_3357	MEMPHIS_TN	KIRYARD_IN	7	525	21.9
General Manifest	M_3368	GREBAY_WI	KIRYARD_IN	7	288	18.5
General Manifest	M_3379	KIRYARD_IN	WATERLOO_IA	7	327	21.5
General Manifest	M_3389	WATERLOO_IA	KIRYARD_IN	7	327	25.5
General Manifest	M_3404	WINSYMYAR_MB	ELKHART_IN	7	954	49.4
General Manifest	M_3419	KIRYARD_IN	WINSYMYAR_MB	7	840	33.4
General Manifest	M_3424	WINSYMYAR_MB	KIRYARD_IN	7	888	42.6
General Manifest	M_3439	KIRYARD_IN	WINSYMYAR_MB	7	840	33.4
General Manifest	M_3444	WINSYMYAR_MB	STEPT_WI	7	574	25.8
General Manifest	M_3458	STEPT_WI	WINSYMYAR_MB	7	574	24.6
General Manifest	M_3479	KIRYARD_IN	PRIGEORGE_BC	7	2,171	123.1
General Manifest	M_3485	PRIGEORGE_BC	EDMONTON_AB	7	489	28.0

Train Type	Symbol	Origin	Destination	Runs Per Week	Distance	Transit Time(Hours)
General Manifest	M_3545	VANTHOYAR_BC	PRIGEORGE_BC	7	628	29.9
General Manifest	M_3555	PRIGEORGE_BC	VANTHOYAR_BC	7	631	28.9
General Manifest	M_3564	WINSYMYAR_MB	MARKHAM_IL	7	872	39.7
General Manifest	M_3683	TORMACYAR_ON	MONTASYAR_PQ	7	328	12.7
General Manifest	M_3692	MONTASYAR_PQ	TORMACYAR_ON	7	328	10.6
General Manifest	M_3732	MONTASYAR_PQ	TORMACYAR_ON	7	328	8.8
General Manifest	M_3763	TORMACYAR_ON	MONTASYAR_PQ	7	328	9.1
General Manifest	M_3772	MONTASYAR_PQ	TORMACYAR_ON	7	328	8.8
General Manifest	M_3823	SARNIA_ON	TORMACYAR_ON	7	185	7.0
General Manifest	M_3833	TORMACYAR_ON	LANG_OH	7	293	16.3
General Manifest	M_3949	KIRYARD_IN	TORMACYAR_ON	7	495	22.8
General Manifest	M_3969	CHAMPAIGN_IL	TORMACYAR_ON	7	598	26.7
General Manifest	M_3973	TORMACYAR_ON	KIRYARD_IN	7	495	20.9
General Manifest	M_3993	TORMACYAR_ON	SALEM_IL	7	707	31.0
General Manifest	M-KCVN	KANCITY_MO	ESTLOUIS_IL	4	321	14.0
General Manifest	M-VNKC	ESTLOUIS_IL	INTFREGAT_MO	4	342	14.9
Intermodal	K_1044	WINSYMYAR_MB	TRANSCONA_MB	7	3	0.8
Intermodal	K_1205	FRASURIMP_BC	FRASURIMP_BC	7	7	0.3
Intermodal	K_1225	VANCENPIE_BC	VANCENPIE_BC	7	35	1.4
Intermodal	K_1245	VANVANTER_BC	VANVANTER_BC	7	37	1.5
Intermodal	K_1344	REGINA_SK	REGINA_SK	7	20	0.8
Intermodal	Q_1013	BRAINTTER_ON	TRANSCONA_MB	7	1,186	39.7
Intermodal	Q_1014	TRANSCONA_MB	ROBBANK_BC	7	1,569	73.8
Intermodal	Q_1025	ROBBANK_BC	BRAINTTER_ON	5	2,758	126.3
Intermodal	Q_1052	MONTASYAR_PQ	VANTHOYAR_BC	7	3,030	132.1
Intermodal	Q_1065	ROBBANK_BC	MONTASYAR_PQ	3	3,066	135.3
Intermodal	Q_1084	WINSYMYAR_MB	MONTASYAR_PQ	7	1,506	53.2
Intermodal	Q_1165	ROBBANK_BC	CHIINTTER_IL	7	2,440	126.4
Intermodal	Q_1169	CHIINTTER_IL	FLAROCK_MI	7	328	16.3
Intermodal	Q_1179	CHIINTTER_IL	VANTHOYAR_BC	7	2,424	120.2

Train Type	Symbol	Origin	Destination	Runs Per Week	Distance	Transit Time(Hours)
Intermodal	Q_1185	VANTHOYAR_BC	CHIINTTER_IL	7	2,410	127.0
Intermodal	Q_1199	CHIINTTER_IL	ROBBANK_BC	7	2,454	117.7
Intermodal	Q_1265	ROBBANK_BC	CHIINTTER_IL	1	2,440	116.1
Intermodal	Q_1475	CALLOGPAR_AB	VANTHOYAR_BC	7	953	49.9
Intermodal	Q_1805	PRIRUPTER_BC	BRAINTTER_ON	4	2,945	136.3
Intermodal	Q_1833	BRAINTTER_ON	PRIRUPTER_BC	7	2,935	120.5
Intermodal	Q_1925	PRIRUPTER_BC	CHIINTTER_IL	7	2,627	109.9
Intermodal	Q_1965	PRIRUPTER_BC	MEMINTTER_TN	3	3,104	146.3
Intermodal	Q_1977	MEMINTTER_TN	PRIRUPTER_BC	5	3,133	138.4
Intermodal	Q_1985	PRIRUPTER_BC	CHIINTTER_IL	7	2,628	128.1
Intermodal	Q_1999	CHIINTTER_IL	PRIRUPTER_BC	7	2,629	124.4
Intermodal	Z_1113	BRAINTTER_ON	VANTHOYAR_BC	7	2,722	94.3
Intermodal	Z_1125	VANINTTER_BC	BRAINTTER_ON	7	2,718	121.4
Intermodal	Z_1144	WINSYMYAR_MB	BRAINTTER_ON	7	1,198	51.4
Intermodal	Z_1145	CALLOGPAR_AB	WINSYMYAR_MB	7	998	50.4
Intermodal	Z_1153	BRAINTTER_ON	CALLOGPAR_AB	7	2,181	69.5
Intermodal	Z_1203	BRAINTTER_ON	ROCKINGHA_NS	7	1,090	35.6
Intermodal	Z_1211	ROCKINGHA_NS	BRAINTTER_ON	7	1,090	36.8
Intermodal	Z_1489	CHIINTTER_IL	MONTASYAR_PQ	7	834	32.3
Intermodal	Z_1492	MONMONINT_PQ	CHIINTTER_IL	7	831	32.2
Intermodal	Z_1949	CHIINTTER_IL	MAYYARD_LA	7	883	29.5
Intermodal	Z_1957	MAYYARD_LA	CHIINTTER_IL	3	909	31.1
Intermodal	Z_1957	JACKSON_MS	CHIINTTER_IL	3	732	23.8
Intermodal	Z_1957	MEMINTTER_TN	CHIINTTER_IL	1	520	15.5
Multi-levels	E_2516	FLAROCK_MI	GIBSON_IN	7	321	19.0
Multi-levels	E_2609	MARKHAM_IL	FLINT_MI	2	255	11.3
Multi-levels	E_2616	BATCREEK_MI	MARKHAM_IL	2	164	6.6
Multi-levels	E_2716	BATCREEK_MI	SALEM_IL	7	373	21.4
Multi-levels	E_2749	MARKHAM_IL	MONTASYAR_PQ	7	834	35.0
Multi-levels	E_2753	TORMACYAR_ON	MARKHAM_IL	7	501	25.7
Multi-levels	M_3565	VANTHOYAR_BC	WINSYMYAR_MB	7	1,535	86.8
Multi-levels	M_3579	MARKHAM_IL	EDMONTON_AB	7	1,665	72.8
On-line Haulage	H_1769	NEWTON_IL	NEWTON_IL	7	305	12.2
On-line Haulage	H_2609	WCHICAGO_IL	MARKHAM_IL	7	52	2.1
On-line Haulage	H_3095	COQUITLAM_BC	COQUITLAM_BC	7	38	1.5
On-line Haulage	H_3932	STROSJCT_PQ	STLAMBERT_PQ	5	29	1.5

Train Type	Symbol	Origin	Destination	Runs Per Week	Distance	Transit Time(Hours)
On-line Haulage	H_3942	STLAMBERT_PQ	STROSJCT_PQ	5	29	1.5
On-line Haulage	H_9006	BUTLER_PA	SENECA_NY	7	246	9.9
On-line Haulage	H_9016	SENECA_NY	BUTLER_PA	7	246	9.9
On-line Haulage	H_9025	TILBURY_BC	TILBURY_BC	7	5	0.2
On-line Haulage	H_9029	KIRYARD_IN	GOFF_IN	5	7	4.6
On-line Haulage	H_9035	CAMROSE_AB	CAMROSE_AB	7	16	0.7
On-line Haulage	H_9038	SLINGER_WI	SLINGER_WI	7	29	1.2
On-line Haulage	H_9044	WINSYMYAR_MB	WINSYMYAR_MB	7	16	0.7
On-line Haulage	T_7469	SPAULDING_IL	KIRYARD_IN	1	84	5.2

Appendix D: CN Segments in the United States with No Changes in Trains Per Day Not Adjacent to the Springfield Line[166]

Segment Number	Subdivision	Segment Begin Station	Segment End Station	Pre-Transaction Trains Per Day	Post-Transaction TrainsPer Day	Change in Trains Per Day	Passenger Trains Per Day
724-50	BATONROUGE	RESERVE_LA	KENNER_LA	9.8	9.8	-	0.1
719-10	BEAUMONT	JACKSON_MS	STAR_MS	3.2	3.2	-	-
719-20	BEAUMONT	STAR_MS	SARATOGA_MS	4.1	4.1	-	-
719-30	BEAUMONT	SARATOGA_MS	HATTIESBU_MS	5.6	5.6	-	-
719-40	BEAUMONT	HATTIESBU_MS	BELJCT_AL	4.0	4.0	-	-
719-70	BEAUMONT	BELJCT_AL	BAYSHOJCT_AL	2.5	2.5	-	-
719-75	BEAUMONT	BAYSHOJCT_AL	MOBILE_AL	2.5	2.5	-	-
708-10	CAIRO	CAIRO_IL	WICKLIFFE_KY	12.3	12.3	-	2.0
708-20	CAIRO	WICKLIFFE_KY	BUDA_KY	12.1	12.1	-	2.0
708-30	CAIRO	BUDA_KY	FULTON_KY	12.3	12.3	-	2.0
701-10	CENTRALIA	IRVINGTON_IL	RICHVIEW_IL	19.4	19.4	-	6.0
701-20	CENTRALIA	RICHVIEW_IL	BOIS_IL	19.4	19.4	-	6.0
701-30	CENTRALIA	BOIS_IL	TAMAROA_IL	19.4	19.4	-	6.0
701-40	CENTRALIA	TAMAROA_IL	DUQUOIN_IL	19.4	19.4	-	6.0
701-45	CENTRALIA	TAMAROA_IL	DOWELL_IL	18.2	18.2	-	6.0
701-5	CENTRALIA	CENTRALIA_IL	IRVINGTON_IL	19.4	19.4	-	6.0
701-50	CENTRALIA	DOWELL_IL	ELKVILLE_IL	14.7	14.7	-	6.0
701-60	CENTRALIA	ELKVILLE_IL	CARBONDAL_IL	14.7	14.7	-	6.0
701-65	CENTRALIA	DESOTO_IL	CARBONDAL_IL	14.7	14.7	-	6.0
701-70	CENTRALIA	CARBONDAL_IL	COBDEN_IL	10.7	10.7	-	2.0
701-80	CENTRALIA	COBDEN_IL	MOUNDS_IL	10.7	10.7	-	2.0
701-85	CENTRALIA	MOUNDS_IL	PULASKI_IL	10.7	10.7	-	2.0
701-90	CENTRALIA	MOUNDS_IL	CAIRO_IL	12.3	12.3	-	2.0
619-10	CHAMPAIGN	LEVJCT_IL	TOLONO_IL	22.0	22.0	-	6.0
619-100	CHAMPAIGN	EFFINGHAM_IL	WATSON_IL	27.0	27.0	-	6.0
619-110	CHAMPAIGN	WATSON_IL	SANJCT_IL	19.8	19.8	-	6.0
619-115	CHAMPAIGN	SANJCT_IL	CENTRALIA_IL	16.7	16.7	-	6.0
619-20	CHAMPAIGN	TOLONO_IL	PESOTUM_IL	21.6	21.6	-	6.0
619-30	CHAMPAIGN	PESOTUM_IL	TUSCOLA_IL	21.6	21.6	-	6.0
619-40	CHAMPAIGN	TUSCOLA_IL	ARCOLA_IL	22.5	22.5	-	6.0
619-50	CHAMPAIGN	ARCOLA_IL	HUMBOLDT_IL	22.5	22.5	-	6.0
619-60	CHAMPAIGN	HUMBOLDT_IL	DORANS_IL	22.5	22.5	-	6.0
619-70	CHAMPAIGN	DORANS_IL	MATTOON_IL	22.5	22.5	-	6.0
619-80	CHAMPAIGN	MATTOON_IL	NEOGA_IL	24.9	24.9	-	6.0
619-90	CHAMPAIGN	NEOGA_IL	EFFINGHAM_IL	26.0	26.0	-	6.0
612-50	CHICAGO	GILMAN_IL	DELREY_IL	23.2	23.2	-	6.0
612-55	CHICAGO	DELREY_IL	LODA_IL	23.2	23.2	-	6.0
612-60	CHICAGO	LODA_IL	LEVJCT_IL	23.2	23.2	-	6.0
370-20	DEARBORN	FORDHAVEN_MI	WOODHAVEN_MI	14.1	14.1	-	-
623-10	EFFINGHAM	EFFYD_IL	NEWTON_IL	2.4	2.4	-	-
360-1000	ELSDON	THOJCT_IL	GRIFFITH_IN	6.4	6.4	-	-

[166] *See* "HC – (Amended) Operating Metrics – Estimation of Line Density And Train Count Methodology.pdf" for estimation process and associated workpapers.

Segment Number	Subdivision	Segment Begin Station	Segment End Station	Pre-Transaction Trains Per Day	Post-Transaction TrainsPer Day	Change in Trains Per Day	Passenger Trains Per Day
360-900	ELSDON	HARVEY_IL	THOJCT_IL	5.4	5.4	-	-
366-3	FLATROCK	FLAROCK_MI	FORDHAVEN_MI	13.1	13.1	-	-
366-5	FLATROCK	FN_MI	FLAROCK_MI	7.4	7.4	-	-
366-6	FLATROCK	FN_MI	FORDHAVEN_MI	1.0	1.0	-	-
358-10	FLINT	BATCREEK_MI	OLIVET_MI	18.3	18.3	-	2.0
358-110	FLINT	PTHURON_MI	SARNIA_ON	14.7	14.7	-	-
358-20	FLINT	OLIVET_MI	POTTERVIL_MI	19.1	19.1	-	2.0
358-25	FLINT	POTTERVIL_MI	LANSING_MI	20.0	20.0	-	2.0
358-30	FLINT	LANSING_MI	MORRICE_MI	19.9	19.9	-	2.0
358-35	FLINT	MORRICE_MI	DURAND_MI	18.2	18.2	-	2.0
358-40	FLINT	DURAND_MI	FLINT_MI	17.0	17.0	-	2.0
358-50	FLINT	FLINT_MI	DAVISON_MI	12.7	12.7	-	2.0
358-60	FLINT	DAVISON_MI	EMMETT_MI	12.9	12.9	-	2.0
358-70	FLINT	EMMETT_MI	TAPPAN_MI	13.0	13.0	-	2.0
358-90	FLINT	TAPPAN_MI	PTHURON_MI	19.0	19.0	-	2.0
710-20	FULTON	FULTON_KY	RIVES_TN	19.3	19.3	-	2.0
710-30	FULTON	RIVES_TN	NEWBERN_TN	19.3	19.3	-	2.0
710-40	FULTON	NEWBERN_TN	CURVE_TN	18.8	18.8	-	2.0
710-50	FULTON	CURVE_TN	MILLINGTO_TN	18.2	18.2	-	2.0
710-60	FULTON	MILLINGTO_TN	WOODSTOCK_TN	17.9	17.9	-	2.0
710-65	FULTON	WOODSTOCK_TN	MEMPHIS_TN	20.1	20.1	-	2.0
713-50	GRENADA	CANTON_MS	JACKSON_MS	2.0	2.0	-	-
368-10	HOLLY	DURAND_MI	WATERFORD_MI	5.0	5.0	-	-
368-15	HOLLY	WATERFORD_MI	PONTIAC_MI	5.3	5.3	-	-
368-30	HOLLY	PONTIAC_MI	DETINTTER_MI	15.1	15.1	-	6.0
857-100	KEENAN	IROJCT_MN	HIBBING_MN	3.9	3.9	-	-
873-100	LAKEFRONT	KIRYARD_IN	BUFFINGTO_IN	39.8	39.8	-	-
873-200	LAKEFRONT	BUFFINGTO_IN	STOCKTON_IN	4.5	4.5	-	-
873-300	LAKEFRONT	BUFFINGTO_IN	INDHARBOR_IN	4.5	4.5	-	-
873-400	LAKEFRONT	INDHARBOR_IN	HAMLAKFRO_IN	4.3	4.3	-	-
873-500	LAKEFRONT	HAMLAKFRO_IN	SCHICAGO_IL	4.3	4.3	-	-
870-300	LEITHTON	LEITHTON_IL	SPAULDING_IL	18.8	18.8	-	-
870-400	LEITHTON	SPAULDING_IL	MUNGER_IL	21.0	21.0	-	-
870-480	LEITHTON	MUNGER_IL	WCHICAGO_IL	22.0	22.0	-	-
870-500	LEITHTON	WCHICAGO_IL	EOLA_IL	21.5	21.5	-	-
870-600	LEITHTON	EOLA_IL	RIVER_IL	24.1	24.1	-	-
870-700	LEITHTON	RIVER_IL	WBRIJCT_IL	28.2	28.2	-	-
870-800	LEITHTON	WBRIJCT_IL	EBRIJCT_IL	28.2	28.2	-	-
870-900	LEITHTON	WBRIJCT_IL	WROMEO_IL	12.1	12.1	-	-
871-100	MATTESON	EBRIJCT_IL	JOLYARD_IL	30.1	30.1	-	-
871-1000	MATTESON	STOCKTON_IN	KIRYARD_IN	35.3	35.3	-	-
871-1100	MATTESON	KIRYARD_IN	BUFFINGTO_IN	39.8	39.8	-	-
871-200	MATTESON	JOLYARD_IL	MATTESON_IL	23.3	23.3	-	-
871-300	MATTESON	MATTESON_IL	CHIHEIGHT_IL	30.8	30.8	-	-
871-400	MATTESON	CHIHEIGHT_IL	GRIFFITH_IN	30.8	30.8	-	-
871-500	MATTESON	GRIFFITH_IN	IVANHOE_IN	28.8	28.8	-	-
871-600	MATTESON	IVANHOE_IN	CAVANAUGH_IN	29.0	29.0	-	-
871-800	MATTESON	CAVANAUGH_IN	STOCKTON_IN	28.2	28.2	-	-

Segment Number	Subdivision	Segment Begin Station	Segment End Station	Pre-Transaction Trains Per Day	Post-Transaction TrainsPer Day	Change in Trains Per Day	Passenger Trains Per Day
715-10	MCCOMB	ELTON_MS	CRYSPRING_MS	13.3	13.3	-	2.0
715-20	MCCOMB	CRYSPRING_MS	WESSON_MS	14.3	14.3	-	2.0
715-30	MCCOMB	WESSON_MS	CENJCA_MS	14.5	14.5	-	2.0
715-40	MCCOMB	CENJCA_MS	SUMMIT_MS	13.1	13.1	-	2.0
715-5	MCCOMB	JACKSON_MS	ELTON_MS	15.1	15.1	-	2.0
715-50	MCCOMB	SUMMIT_MS	FERNWOOD_MS	13.8	13.8	-	2.0
715-60	MCCOMB	FERNWOOD_MS	FRENIER_LA	11.1	11.1	-	2.0
715-70	MCCOMB	FRENIER_LA	ORLJCT_LA	7.9	7.9	-	2.0
715-80	MCCOMB	ORLJCT_LA	KENNER_LA	8.0	8.0	-	2.0
715-85	MCCOMB	KENNER_LA	MAYYARD_LA	8.3	8.3	-	2.0
711-80	MEMPHIS	MEMINTTER_TN	LAKEVIEW_MS	2.6	2.6	-	-
845-100	MISSABE	DULUTH_MN	ADOLPH_MN	17.3	17.3	-	-
845-250	MISSABE	ADOLPH_MN	FAIRLANE_MN	15.4	15.4	-	-
845-300	MISSABE	FAIRLANE_MN	KEENAN_MN	18.2	18.2	-	-
845-400	MISSABE	KEENAN_MN	IROJCT_MN	17.6	17.6	-	-
845-500	MISSABE	IROJCT_MN	WOLF_MN	28.2	28.2	-	-
845-570	MISSABE	WOLF_MN	SHEJCT_MN	22.5	22.5	-	-
805-10	NEENAH	FONLAC_WI	VANDYNE_WI	25.2	25.2	-	-
805-20	NEENAH	VANDYNE_WI	BLAWOLF_WI	25.2	25.2	-	-
805-30	NEENAH	BLAWOLF_WI	NEENAH_WI	26.5	26.5	-	-
805-40	NEENAH	NEENAH_WI	STOCKTON_WI	26.2	26.2	-	-
429-20	RAINY	RANIER_MN	ASHLAKE_MN	27.6	27.6	-	-
429-30	RAINY	ASHLAKE_MN	ORR_MN	27.6	27.6	-	-
429-40	RAINY	ORR_MN	GLENDALE_MN	27.6	27.6	-	-
429-50	RAINY	GLENDALE_MN	HALEY_MN	27.6	27.6	-	-
429-60	RAINY	HALEY_MN	VIRGINIA_MN	27.6	27.6	-	-
429-65	RAINY	VIRGINIA_MN	PEARY_MN	22.5	22.5	-	-
429-70	RAINY	PEARY_MN	SIMAR_MN	20.1	20.1	-	-
429-73	RAINY	PEARY_MN	MELRUDE_MN	20.1	20.1	-	-
834-100	SAUKVILLE	MILWAUKEE_WI	BRODEER_WI	0.4	0.4	-	-
834-300	SAUKVILLE	BRODEER_WI	SAUKVILLE_WI	0.9	0.9	-	-
365-10	SHORELINE	MILJCT_MI	VINEWOOD_MI	15.0	15.0	-	6.0
365-21	SHORELINE	COOLIDGE_MI	ECORSE_MI	9.0	9.0	-	-
365-22	SHORELINE	COOLIDGE_MI	VINEWOOD_MI	9.0	9.0	-	-
365-30	SHORELINE	ECORSE_MI	FN_MI	13.0	13.0	-	-
365-40	SHORELINE	FN_MI	WYANDOTTE_MI	12.5	12.5	-	-
365-50	SHORELINE	FN_MI	LANG_OH	5.3	5.3	-	-
359-35	SOUTHBEND	GRIFFITH_IN	SEDLEY_IN	17.8	17.8	-	-
359-40	SOUTHBEND	SEDLEY_IN	VALPARAIS_IN	17.8	17.8	-	-
359-45	SOUTHBEND	VALPARAIS_IN	STILLWELL_IN	18.0	18.0	-	-
359-48	SOUTHBEND	STILLWELL_IN	SBEND_IN	19.5	19.5	-	-
359-50	SOUTHBEND	SBEND_IN	MARCELLUS_MI	15.7	15.7	-	-
359-55	SOUTHBEND	CASSOPOLI_MI	SCHOOLCRA_MI	15.7	15.7	-	-
359-60	SOUTHBEND	SCHOOLCRA_MI	PAVILION_MI	15.7	15.7	-	-
359-65	SOUTHBEND	PAVILION_MI	BATCREEK_MI	18.2	18.2	-	0.5
703-10	STLOUIS	DUQUOIN_IL	PINCKNEYV_IL	5.1	5.1	-	-
703-20	STLOUIS	PINCKNEYV_IL	COULTERVI_IL	5.1	5.1	-	-
703-30	STLOUIS	COULTERVI_IL	LENZBURG_IL	3.1	3.1	-	-

Segment Number	Subdivision	Segment Begin Station	Segment End Station	Pre-Transaction Trains Per Day	Post-Transaction TrainsPer Day	Change in Trains Per Day	Passenger Trains Per Day
703-35	STLOUIS	LENZBURG_IL	FREEBURG_IL	1.7	1.7	-	-
703-40	STLOUIS	FREEBURG_IL	WILDERMAN_IL	1.7	1.7	-	-
703-50	STLOUIS	WILDERMAN_IL	ESTLOUIS_IL	1.7	1.7	-	-
305-50	STRATHROY	SARNIA_ON	PTHURON_MI	14.7	14.7	-	-
811-10	SUPERIOR	STEPT_WI	JCTCITY_WI	27.9	27.9	-	-
811-20	SUPERIOR	JCTCITY_WI	SPENCER_WI	26.3	26.3	-	-
811-30	SUPERIOR	SPENCER_WI	OWEN_WI	26.6	26.6	-	-
811-300	SUPERIOR	SITASCA_WI	SAUNDERS_WI	20.6	20.6	-	-
811-40	SUPERIOR	OWEN_WI	LADYSMITH_WI	23.5	23.5	-	-
811-400	SUPERIOR	SAUNDERS_WI	STEELTON_MN	28.6	28.6	-	-
811-50	SUPERIOR	LADYSMITH_WI	HAYJCT_WI	24.8	24.8	-	-
811-500	SUPERIOR	STEELTON_MN	NOPJCT_MN	28.6	28.6	-	-
811-600	SUPERIOR	NOPJCT_MN	ADOLPH_MN	8.4	8.4	-	-
811-70	SUPERIOR	HAYJCT_WI	SITASCA_WI	23.1	23.1	-	-
811-80	SUPERIOR	SITASCA_WI	SUPERIOR_WI	26.4	26.4	-	-
801-10	WAUKESHA	FORPARK_IL	ROSEMONT_IL	9.9	9.9	-	5.5
801-100	WAUKESHA	LOMIRA_WI	FONLAC_WI	28.2	28.2	-	-
801-110	WAUKESHA	BYRON_WI	FONLAC_WI	28.2	28.2	-	-
801-20	WAUKESHA	ROSEMONT_IL	DESPLAINE_IL	21.1	21.1	-	14.3
801-30	WAUKESHA	DESPLAINE_IL	LEITHTON_IL	21.1	21.1	-	14.3
801-40	WAUKESHA	LEITHTON_IL	MUNDELEIN_IL	41.3	41.3	-	14.3
801-50	WAUKESHA	MUNDELEIN_IL	GRALAKE_IL	41.3	41.3	-	14.3
801-60	WAUKESHA	GRALAKE_IL	LAKVILLA_IL	41.3	41.3	-	14.3
801-70	WAUKESHA	LAKVILLA_IL	DUPLAINVI_WI	27.0	27.0	-	0.8
801-75	WAUKESHA	DUPLAINVI_WI	SUSSEX_WI	29.6	29.6	-	-
801-85	WAUKESHA	SUSSEX_WI	RUGJCT_WI	28.4	28.4	-	-
801-90	WAUKESHA	RUGJCT_WI	LOMIRA_WI	27.4	27.4	-	-
801-95	WAUKESHA	LOMIRA_WI	BYRON_WI	28.2	28.2	-	-
714-10	YAZOO	JACKSON_MS	YAZCITY_MS	16.9	16.9	-	2.0
714-100	YAZOO	BANKS_MS	LAKEVIEW_MS	17.1	17.1	-	2.0
714-20	YAZOO	YAZCITY_MS	SWALAKE_MS	17.9	17.9	-	2.0
714-200	YAZOO	LAKEVIEW_MS	WJCT_TN	14.2	14.2	-	2.0
714-40	YAZOO	SWALAKE_MS	MARKS_MS	18.4	18.4	-	2.0
714-50	YAZOO	MARKS_MS	BANKS_MS	17.4	17.4	-	2.0

Appendix E: Springfield Line Employees

Exhibit E-1: Current KCS Agreement Employees on the Springfield Line[167]

Department	Position	East Saint Louis, IL	Kansas City, MO	Louisiana, MO	Mexico, MO	Slater, MO	Total
Engineering	Track Maintenance	4	4	3	3	4	18
Engineering	Signalman	1	1	1	1	0	4
Engineering	**Subtotal**	**5**	**5**	**4**	**4**	**4**	**22**
Mechanical	Carmen	1	0	0	0	0	1
Mechanical	**Subtotal**	**1**	**0**	**0**	**0**	**0**	**1**
Transportation	Conductor	21	11	0	0	1	33
Transportation	Engineer	8	7	0	0	1	16
Transportation	**Subtotal**	**29**	**18**	**0**	**0**	**2**	**49**
Grand Total		**35**	**23**	**4**	**4**	**6**	**72**

Exhibit E-2: Current Non-Agreement Employees on the Springfield Line[168]

Position	East Saint Louis, IL	Mexico, MO	Odessa, MO	Roodhouse, IL	Slater, MO	Total
Non-agreement personnel	7	3	5	1	4	20

[167] CP-KCS Application, Vol. 2, p. 252.
[168] CP-KCS Application, Vol. 1, pp. 399-400.

Exhibit E-3: Summary of Anticipated Labor Impacts

Illinois Central Railroad Company (ICRR)	
Craft or Class	**Anticipated Jobs Created**
BLET Locomotive Engineers	23
BMWED Engineering and Track Maintenance	55
BRS Signalmen	11
SMART-TD Conductors	36
IBEW Electrician	1
IAM Machinist	1
BRC Car Mechanic	2
Craft Total	129
Management	**Anticipated Jobs Created**
Management-Transportation	5
Management-Engineering	6
Management Total	11
GRAND TOTAL	**140**

Appendix F: Capital Improvements

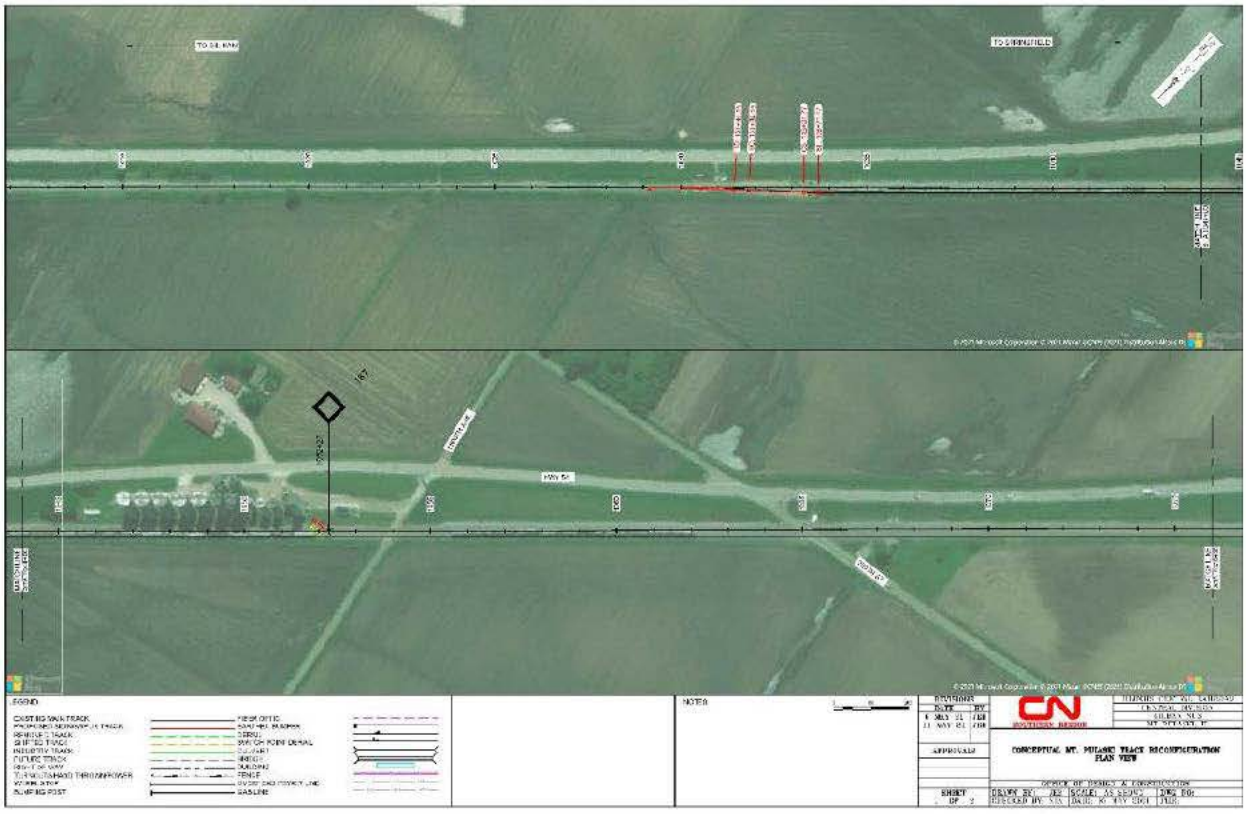
Appendix F-1: Capital Improvements

Investment	Estimated Cost	Assumptions
Upgrade track speed to 40 mph on KCS Springfield Line between Cockrell and Roodhouse	[redacted]	[redacted]
6 siding extensions on KCS lines (1 in IL and 5 in MO) and siding relocation	[redacted]	[redacted]
Cockrell, IL: new 10,000-foot siding	[redacted]	[redacted]
Improve KCS East St. Louis Yard to add automotive/ intermodal facility to existing yard	[redacted]	[redacted]
5,000-foot clear yard track at Roodhouse	[redacted]	[redacted]
Track department trucks and equipment	[redacted]	[redacted]
Signal department trucks and equipment	[redacted]	[redacted]
Automotive/Intermodal Facility (IFG)	[redacted]	[redacted]
Mt. Pulaski siding reconfiguration on Gilman Subdivision	[redacted]	[redacted]
Gilman replace diamond with crossover on Gilman Subdivision	[redacted]	[redacted]
Gilman subdivision - upgrade track to 40 miles per hour	[redacted]	[redacted]
PTC subdivision file for PTC-equipped track on the Springfield Line to add the subdivisions to CN's Precision Dispatch System (PDS)	[redacted]	[redacted]

Miscellaneous and Contingency	[redacted]	[redacted]
Total cost for KCS upgrades	$250,802,480	

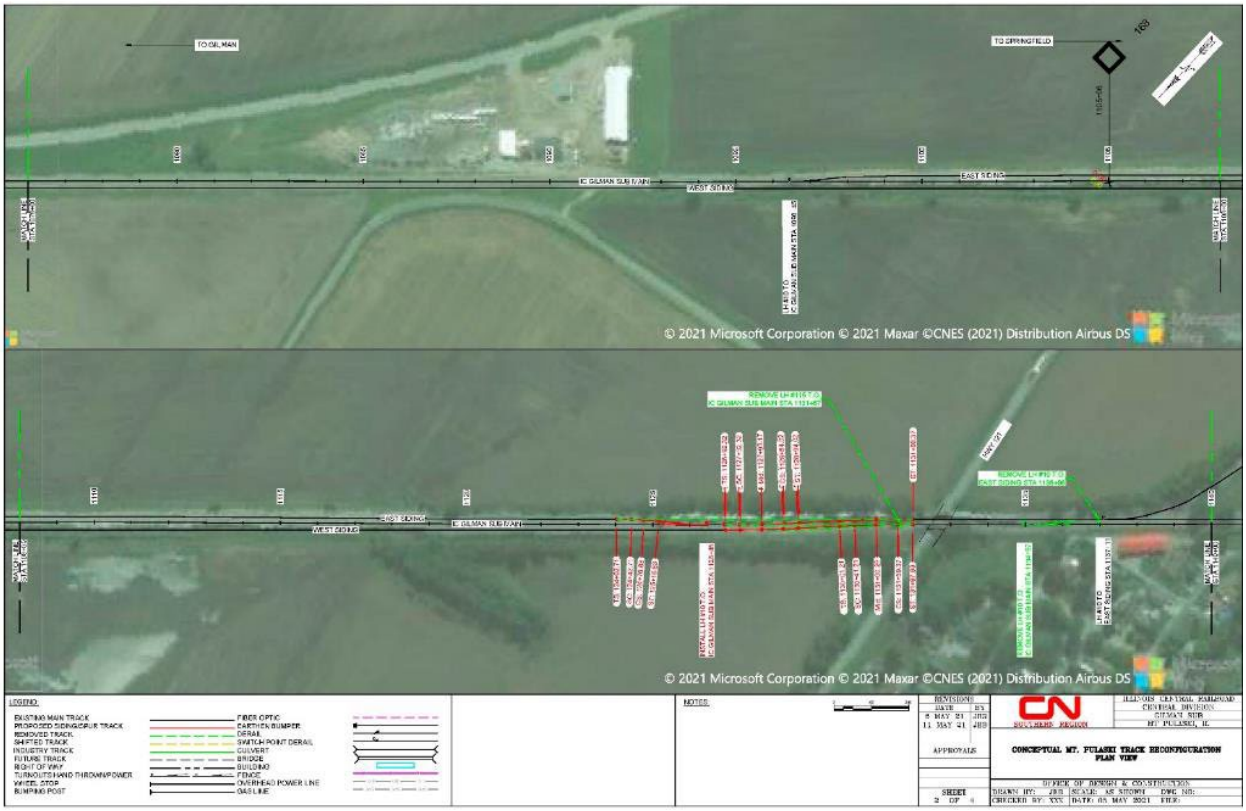
Appendix F-2: Gilman Subdivision Improvements

Mt. Pulaski Siding (1 of 4)[169]



[169] "Mt Pulaski.pdf."

Mt. Pulaski Siding (2 of 4)[170]



[170] "Mt Pulaski.pdf."

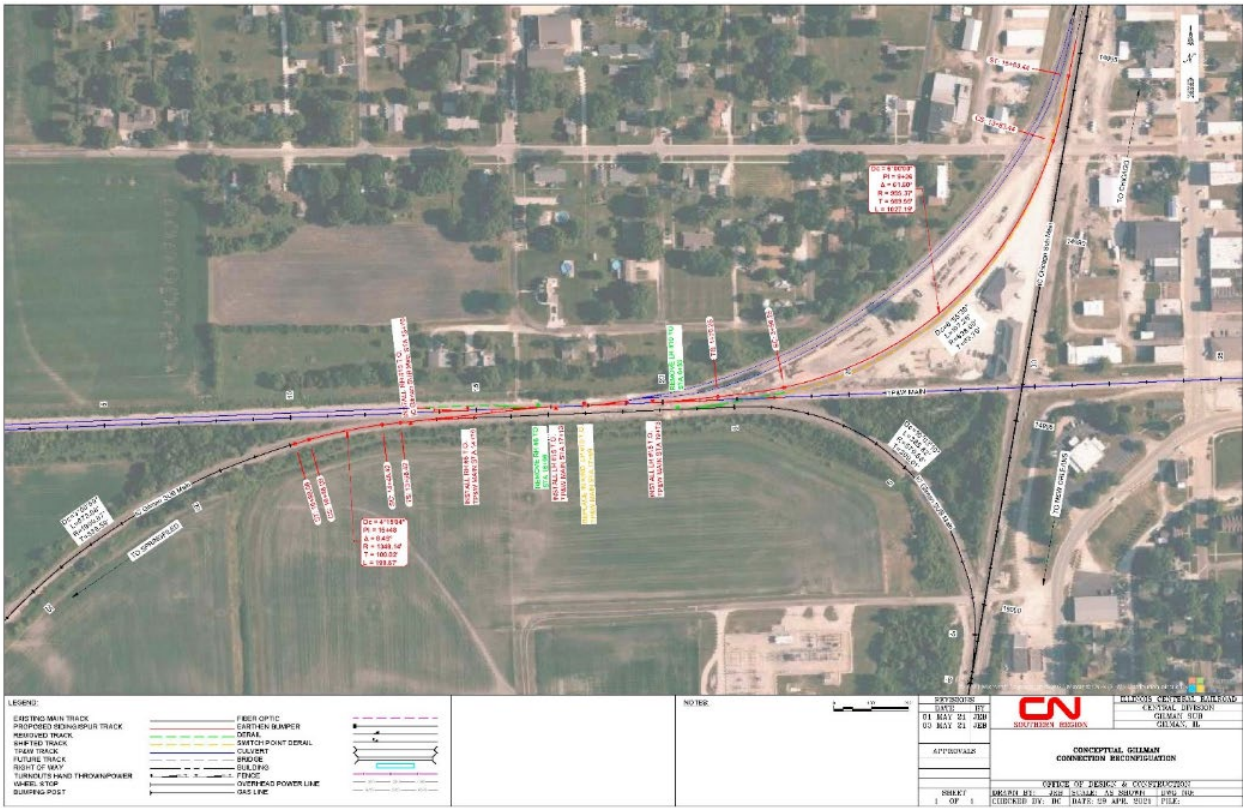
Mt. Pulaski Siding (3 of 4)[171]

[171] "Mt Pulaski.pdf."

Mt. Pulaski Siding (4 of 4)[172]

[172] "Mt Pulaski.pdf."

Connection at Gilman Conex to IC Line[173]



[173] "2021053 Gilman Reconfiguration.pdf."

Appendix G: Line Density Segments and Yard Activities

Springfield Line Proper – Line Segment Definitions

Segment											
Segment Number	Code	Subdivision	Segment Name	Segment Begin MP	Segment Begin Station	Segment End MP	Segment End Station	Segment Length (Miles)	CN Considered Begin Station	CN Considered End Station	CN Considered Distance
118	K-PITT-01	PITTSBURG	KANSAS CITY,MO - PITTSBURG,KS	3.7	KANSAS CITY	128.2	PITTSBURG	124.5	IFG	Airline Jct, MO	23.2
119	K-MEXI-01	MEXICO	KANSAS CITY,MO - SLATER,MO	393.6	KANSAS CITY	490.8	KANSAS CITY (should be SLATER, MO)	97.2	Airline Jct, MO	Slater, MO	98.6
120	K-MEXI-02	MEXICO	SLATER,MO - MEXICO,MO	325.7	MEXICO	393.6	SLATER	67.9	Slater, MO	Mexico, MO	67.9
121	K-ROOD-01	ROODHOUSE	MEXICO,MO - ROODHOUSE,IL	237.3	ROODHOUSE	325.7	MEXICO	88.4	Mexico, MO	Roodhouse, IL	88.4
126	K-GODF-01	GODFREY	ROODHOUSE,IL - GODFREY,IL	28.1	GODFREY	68.2	ROODHOUSE	40.1	Roodhouse, IL	Godfrey, IL	40.1
127	K-ESLT-01	EAST ST LOUIS TERMINAL	GODFREY,IL - EAST ST LOUIS,IL	252.1	GODFREY	285.0	EAST ST LOUIS	32.9	Godfrey, IL	East St. Louis, IL	32.9
122	K-SPRI-01	SPRINGFIELD	ROODHOUSE,IL - MURRAYVILLE,IL	221.7	MURRAYVILLE	237.3	ROODHOUSE	15.6	Roodhouse, IL	Murrayville, IL	15.6
125	K-JACK-01	JACKSONVILLE	MURRAYVILLE,IL - JACKSONVILLE,IL	216.3	JACKSONVILLE	226.7	MURRAYVILLE	10.4	Murrayville, IL	Jacksonville, IL	10.4
123	K-SPRI-02	SPRINGFIELD	MURRAYVILLE,IL - SPRINGFIELD,IL	203.7	SPRINGFIELD	221.7	MURRAYVILLE	18.0	Murrayville, IL	Springfield, IL	18.0
124	K-SPRI-03	SPRINGFIELD	SPRINGFIELD (Other)	193.4	COCKRELL	203.7	SPRINGFIELD	10.3	Cockrell, IL	Springfield, IL	10.3
128	K-ESLT-02	EAST ST LOUIS TERMINAL	EAST ST LOUIS TERMINAL (Other)	285.0	EAST ST LOUIS	288.4	ST LOUIS	3.4	East St. Louis, IL	St. Louis, MO	3.4

Springfield Line Proper – Trains Per Day – Using CP-KCS Amended Operating Plan

Segment				Trains Per Day					
Segment Number	Code	Subdivision	Segment Name	Base	KCS Organic Growth	2027 No Merger	CP-KCS Merger Related Growth	CN Merger Related Growth	2027 With All Growth Sources
118	K-PITT-01	PITTSBURG	KANSAS CITY,MO - PITTSBURG,KS	15.1	2.4	17.6	12.8	0.6	31.0
119	K-MEXI-01	MEXICO	KANSAS CITY,MO - SLATER,MO	2.7	0.3	3.0	0.0	1.7	4.7
120	K-MEXI-02	MEXICO	SLATER,MO - MEXICO,MO	1.9	0.1	2.0	0.0	2.0	4.0
121	K-ROOD-01	ROODHOUSE	MEXICO,MO - ROODHOUSE,IL	2.1	0.1	2.2	0.0	3.4	5.7
126	K-GODF-01	GODFREY	ROODHOUSE,IL - GODFREY,IL	1.6	0.0	1.6	0.0	2.3	3.9
127	K-ESLT-01	EAST ST LOUIS TERMINAL	GODFREY,IL - EAST ST LOUIS,IL	3.7	0.0	3.7	0.0	2.6	6.3
122	K-SPRI-01	SPRINGFIELD	ROODHOUSE,IL - MURRAYVILLE,IL	0.8	0.1	0.9	0.0	2.3	3.1
125	K-JACK-01	JACKSONVILLE	MURRAYVILLE,IL - JACKSONVILLE,IL	0.7	0.1	0.8	0.0	0.3	1.1
123	K-SPRI-02	SPRINGFIELD	MURRAYVILLE,IL - SPRINGFIELD,IL	0.6	0.0	0.6	0.0	2.0	2.6
124	K-SPRI-03	SPRINGFIELD	SPRINGFIELD (Other)	0.1	0.0	0.1	0.0		0.1
128	K-ESLT-02	EAST ST LOUIS TERMINAL	EAST ST LOUIS TERMINAL (Other)	1.0	0.0	1.0	0.0		1.0

Springfield Line Proper – Line Density – Using CP-KCS Amended Operating Plan

Segment				Tonnage - Million Gross Tons per Mile per Year (mGTs)				
Segment Number	Code	Subdivision	Segment Name	Base	KCS Organic Growth	2027 No Merger	CP-KCS Merger Related Growth	CN Merger Related Growth
118	K-PITT-01	PITTSBURG	KANSAS CITY,MO - PITTSBURG,KS	36.8	6.7	43.5	29.1	3.4
119	K-MEXI-01	MEXICO	KANSAS CITY,MO - SLATER,MO	6.2	1.3	7.4	0.8	4.1
120	K-MEXI-02	MEXICO	SLATER,MO - MEXICO,MO	4.3	0.9	5.1	0.6	4.1
121	K-ROOD-01	ROODHOUSE	MEXICO,MO - ROODHOUSE,IL	4.0	0.8	4.8	0.5	4.9
126	K-GODF-01	GODFREY	ROODHOUSE,IL - GODFREY,IL	1.1	0.2	1.3	0.2	2.4
127	K-ESLT-01	EAST ST LOUIS TERMINAL	GODFREY,IL - EAST ST LOUIS,IL	6.8	1.4	8.2	1.2	2.5
122	K-SPRI-01	SPRINGFIELD	ROODHOUSE,IL - MURRAYVILLE,IL	1.0	0.2	1.2	0.0	4.5
125	K-JACK-01	JACKSONVILLE	MURRAYVILLE,IL - JACKSONVILLE,IL	1.3	0.3	1.6	0.0	0.0
123	K-SPRI-02	SPRINGFIELD	MURRAYVILLE,IL - SPRINGFIELD,IL	0.2	0.0	0.2	0.0	4.5
124	K-SPRI-03	SPRINGFIELD	SPRINGFIELD (Other)	0.0	0.0	0.0	0.0	0.1
128	K-ESLT-02	EAST ST LOUIS TERMINAL	EAST ST LOUIS TERMINAL (Other)	1.8	-0.1	1.8	0.0	0.1

Springfield Line Proper – CN Full Waybill Methodology Submission

Segment	Distance	Original Base Tons	Adjusted Base Tons 2019	CP-KCS + CN related merger growth (no organic growth)	Post Transaction, no organic growth	KCS Organic Growth	CN Organic Growth	2027 With All Growth Sources	Pre-Transaction Trains Per Day	Post-Transaction Trains Per Day	Change in Trains Per Day
Kansas City to Pittsburg	23.24	51.3	47.5	32.5	80.0	8.6	0.13	88.8	14	14	1
Kansas City to Slater	98.6	10.4	9.6	4.3	13.9	1.7	0.16	15.8	3	5	2
Slater to Mexico	67.9	8.8	8.2	4.3	12.4	1.5	0.15	14.1	3	5	2
Mexico to Roodhouse	88.4	6.7	6.2	5.1	11.2	1.1	0.18	12.5	3	6	3
Roodhouse to Godfrey	48.1	3.8	3.5	2.6	6.1	0.6	0.09	6.8	2	4	3
Godfrey to East St. Louis	32.9	7.3	6.7	2.7	9.4	1.2	0.09	10.8	3	6	3
Roodhouse to Murrayville	15.6	3.1	2.9	4.5	7.3	0.5	0.17	8.0	2	4	2
Murrayville to Jacksonville	10.4	3.1	2.8	0.0	2.8	0.5	0.00	3.3	1	2	,3
Murrayville to Springfield	18	0.0	0.0	4.5	4.5	0.0	0.17	4.7	0	2	2

Nearby lines: Trains Per Day – Using CP-KCS Amended Operating Plan

Segment					Trains Per Day						
Segment Number	Subdivision	Segment Begin Station	Segment End Station	Segment Length (Miles)	Base	KCS Organic Growth	2027 No Merger	CP-KCS Merger Related Growth	CN Merger Related Growth	2027 With All Growth Sources	NEW Passenger Trains Per Day
703-10	STLOUIS	DUQUOIN_IL	PINCKNEYV_IL	8.9	5.1	-	5.1	-	-	5.1	-
703-20	STLOUIS	PINCKNEYV_IL	COULTERVI_IL	14.6	5.1	-	5.1	-	-	5.1	-
703-30	STLOUIS	COULTERVI_IL	LENZBURG_IL	19.6	3.1	-	3.1	-	-	3.1	-
703-35	STLOUIS	LENZBURG_IL	FREEBURG_IL	11.4	1.7	-	1.7	-	-	1.7	-
703-40	STLOUIS	FREEBURG_IL	WILDERMAN_IL	4.2	1.7	-	1.7	-	-	1.7	-
703-50	STLOUIS	WILDERMAN_IL	ESTLOUIS_IL	11.4	1.7	-	1.7	-	-	1.7	-
618-10	GILMAN	GILMAN_IL	GIBCITY_IL	29.1	2.3	-	2.3	-	2.0	4.3	-
618-15	GILMAN	GIBCITY_IL	CLINTON_IL	38.6	2.0	-	2.0	-	2.0	4.0	-
618-20	GILMAN	CLINTON_IL	MTPULASKI_IL	21.7	2.0	-	2.0	-	2.0	4.0	-
618-30	GILMAN	MTPULASKI_IL	BRIJCT_IL	25.0	0.3	-	0.3	-	2.0	2.3	-
711-60	MEMPHIS	MEMPHIS_TN	WJCT_TN	1.0	21.4	-	21.4	-	2.0	23.4	2.0
711-70	MEMPHIS	WJCT_TN	MEMINTTER_TN	3.4	6.6	-	6.6	-	2.0	8.6	-
612-30	CHICAGO	HOMEWOOD_IL	STUENKEL_IL	7.8	25.6	-	25.6	-	2.0	27.6	6.0
612-40	CHICAGO	STUENKEL_IL	GILMAN_IL	49.6	23.1	-	23.1	-	2.0	25.1	6.0
360-1010	ELSDON	HARVEY_IL	CHIINTTER_IL	1.7	11.1	-	11.1	-	2.0	13.1	-
612-25	CHICAGO	KENSINGTO_IL	HOMEWOOD_IL	10.3	18.0	-	18.0	-	0.8	18.8	6.0

Nearby lines: Line Density – Using CP-KCS Amended Operating Plan

Segment				Tonnage - Million Gross Tons per Mile per Year (mGTs)								
Segment Number	Subdivision	Segment Begin Station	Segment End Station	Base	KCS Organic Growth	2027 No Merger	CP-KCS Merger Related Growth	CN Merger Related Growth	CN Organic Growth	CP-KCS + CN Merger Related Growth	Merger Related Growth Percentage	2027 With Merger
703-10	STLOUIS	DUQUOIN_IL	PINCKNEYV_IL	6.93	-	6.93	-	1.40	0.31	1.40	0.20	8.65
703-20	STLOUIS	PINCKNEYV_IL	COULTERVI_IL	6.87	-	6.87	-	1.40	0.31	1.40	0.20	8.59
703-30	STLOUIS	COULTERVI_IL	LENZBURG_IL	6.69	-	6.69	-	1.40	0.30	1.40	0.21	8.40
703-35	STLOUIS	LENZBURG_IL	FREEBURG_IL	1.60	-	1.60	-	1.41	0.11	1.41	0.88	3.12
703-40	STLOUIS	FREEBURG_IL	WILDERMAN_IL	1.60	-	1.60	-	1.41	0.11	1.41	0.88	3.12
703-50	STLOUIS	WILDERMAN_IL	ESTLOUIS_IL	1.58	-	1.58	-	1.41	0.11	1.41	0.89	3.10
618-10	GILMAN	GILMAN_IL	GIBCITY_IL	1.69	-	1.69	-	4.44	0.23	4.44	2.63	6.36
618-15	GILMAN	GIBCITY_IL	CLINTON_IL	0.88	-	0.88	-	4.44	0.20	4.44	5.06	5.52
618-20	GILMAN	CLINTON_IL	MTPULASKI_IL	0.89	-	0.89	-	4.42	0.20	4.42	5.00	5.51
618-30	GILMAN	MTPULASKI_IL	BRIJCT_IL	0.26	-	0.26	-	4.43	0.18	4.43	17.06	4.87
711-60	MEMPHIS	MEMPHIS_TN	WJCT_TN	55.51	-	55.51	-	0.86	2.12	0.86	0.02	58.50
711-70	MEMPHIS	WJCT_TN	MEMINTTER_TN	8.55	-	8.55	-	0.78	0.35	0.78	0.09	9.67
612-30	CHICAGO	HOMEWOOD_IL	STUENKEL_IL	49.79	-	49.79	-	5.64	2.09	5.64	0.11	57.51
612-40	CHICAGO	STUENKEL_IL	GILMAN_IL	46.62	-	46.62	-	4.58	1.93	4.58	0.10	53.13
360-1010	ELSDON	HARVEY_IL	CHIINTTER_IL	14.93	-	14.93	-	4.77	0.74	4.77	0.32	20.44

Segment				Tonnage - Million Gross Tons per Mile per Year (mGTs)								
Segment Number	Subdivision	Segment Begin Station	Segment End Station	Base	KCS Organic Growth	2027 No Merger	CP-KCS Merger Related Growth	CN Merger Related Growth	CN Organic Growth	CP-KCS + CN Merger Related Growth	Merger Related Growth Percentage	2027 With Merger
612-25	CHICAGO	KENSINGTO_IL	HOMEWOOD_IL	28.76	-	28.76	-	2.07	1.16	2.07	0.07	32.00

Nearby lines: – CN Full Waybill Methodology Submission

Segment				Full Waybill - Tonnage (mGTs)				Full Waybill - Trains Per Day		
Segment Number	Subdivision	Segment Begin Station	Segment End Station	Original Base Tons (Exhibit 14, Part A)	Organic Growth Tonnage (CP-KCS and CN combined)	All Merger Related Growth (CP-KCS, CN)	2027 With All Growth Sources	Pre-Transaction Trains Per Day	Post-Transaction Trains Per Day	Change in Trains Per Day
703-10	STLOUIS	DUQUOIN_IL	PINCKNEYV_IL	6.93	0.31	1.40	8.65	5.1	5.1	-
703-20	STLOUIS	PINCKNEYV_IL	COULTERVI_IL	6.87	0.31	1.40	8.59	5.1	5.1	-
703-30	STLOUIS	COULTERVI IL	LENZBURG IL	6.69	0.30	1.40	8.40	3.1	3.1	-
703-35	STLOUIS	LENZBURG_IL	FREEBURG_IL	1.60	0.11	1.41	3.12	1.7	1.7	-
703-40	STLOUIS	FREEBURG_IL	WILDERMAN_IL	1.60	0.11	1.41	3.12	1.7	1.7	-
703-50	STLOUIS	WILDERMAN_IL	ESTLOUIS_IL	1.58	0.11	1.41	3.10	1.7	1.7	-
618-10	GILMAN	GILMAN IL	GIBCITY IL	1.69	0.23	4.44	6.36	2.3	4.3	2.0
618-15	GILMAN	GIBCITY_IL	CLINTON_IL	0.88	0.20	4.44	5.52	2.0	4.0	2.0
618-20	GILMAN	CLINTON_IL	MTPULASKI_IL	0.89	0.20	4.42	5.51	2.0	4.0	2.0
618-30	GILMAN	MTPULASKI_IL	BRIJCT_IL	0.26	0.18	4.43	4.87	0.3	2.3	2.0
711-60	MEMPHIS	MEMPHIS TN	WJCT TN	55.51	2.12	0.86	58.50	23.4	25.4	2.0
711-70	MEMPHIS	WJCT_TN	MEMINTTER_TN	8.55	0.35	0.78	9.67	7.0	9.0	2.0
612-30	CHICAGO	HOMEWOOD_IL	STUENKEL_IL	49.79	2.09	5.64	57.51	29.6	31.6	2.0
612-40	CHICAGO	STUENKEL_IL	GILMAN_IL	46.62	1.93	4.58	53.13	27.1	29.1	2.0
360-1010	ELSDON	HARVEY IL	CHIINTTER IL	14.93	0.74	4.77	20.44	11.1	13.1	2.0
612-25	CHICAGO	KENSINGTO_IL	HOMEWOOD_IL	28.76	1.16	2.07	32.00	22.0	22.8	0.8

Other CN lines: Trains Per Day – Updated With Passenger Train Breakout

Segment					Trains Per Day						
Segment Number	Subdivision	Segment Begin Station	Segment End Station	Segment Length (Miles)	Base	KCS Organic Growth	2027 No Merger	CP-KCS Merger Related Growth	CN Merger Related Growth	2027 With All Growth Sources	Passenger Trains Per Day
305-50	STRATHROY	SARNIA_ON	PTHURON_MI	0.2	14.7	-	14.7	-	-	14.7	-
358-10	FLINT	BATCREEK_MI	OLIVET_MI	21.1	18.3	-	18.3	-	-	18.3	2.0
358-20	FLINT	OLIVET_MI	POTTERVIL_MI	8.8	19.1	-	19.1	-	-	19.1	2.0
358-25	FLINT	POTTERVIL_MI	LANSING_MI	8.1	20.0	-	20.0	-	-	20.0	2.0
358-30	FLINT	LANSING_MI	MORRICE_MI	25.4	19.9	-	19.9	-	-	19.9	2.0
358-35	FLINT	MORRICE_MI	DURAND_MI	11.1	18.2	-	18.2	-	-	18.2	2.0
358-40	FLINT	DURAND_MI	FLINT_MI	9.4	17.0	-	17.0	-	-	17.0	2.0
358-50	FLINT	FLINT_MI	DAVISON_MI	10.0	12.7	-	12.7	-	-	12.7	2.0
358-60	FLINT	DAVISON_MI	EMMETT_MI	37.9	12.9	-	12.9	-	-	12.9	2.0
358-70	FLINT	EMMETT_MI	TAPPAN_MI	14.2	13.0	-	13.0	-	-	13.0	2.0
358-90	FLINT	TAPPAN_MI	PTHURON_MI	1.9	19.0	-	19.0	-	-	19.0	2.0
358-110	FLINT	PTHURON_MI	SARNIA_ON	0.1	14.7	-	14.7	-	-	14.7	-
359-35	SOUTH BEND	GRIFFITH_IN	SEDLEY_IN	14.3	17.8	-	17.8	-	-	17.8	-
359-40	SOUTH BEND	SEDLEY_IN	VALPARAIS_IN	6.9	17.8	-	17.8	-	-	17.8	-
359-45	SOUTH BEND	VALPARAIS_IN	STILLWELL_IN	23.0	18.0	-	18.0	-	-	18.0	-
359-48	SOUTH BEND	STILLWELL_IN	SBEND_IN	19.0	19.5	-	19.5	-	-	19.5	-
359-50	SOUTH BEND	SBEND_IN	MARCELLUS_MI	32.1	15.7	-	15.7	-	-	15.7	-
359-55	SOUTH BEND	CASSOPOLI_MI	SCHOOLCRA_MI	14.6	15.7	-	15.7	-	-	15.7	-
359-60	SOUTH BEND	SCHOOLCRA_MI	PAVILION_MI	10.4	15.7	-	15.7	-	-	15.7	-
359-65	SOUTH BEND	PAVILION_MI	BATCREEK_MI	19.1	18.2	-	18.2	-	-	18.2	0.5
360-900	ELSDON	HARVEY_IL	THOJCT_IL	2.0	5.4	-	5.4	-	-	5.4	-
360-1000	ELSDON	THOJCT_IL	GRIFFITH_IN	11.2	6.4	-	6.4	-	-	6.4	-
365-10	SHORE LINE	MILJCT_MI	VINEWOOD_MI	1.1	15.0	-	15.0	-	-	15.0	6.0
365-21	SHORE LINE	COOLIDGE_MI	ECORSE_MI	2.7	9.0	-	9.0	-	-	9.0	-
365-22	SHORE LINE	COOLIDGE_MI	VINEWOOD_MI	5.3	9.0	-	9.0	-	-	9.0	-
365-30	SHORE LINE	ECORSE_MI	FN_MI	5.9	13.0	-	13.0	-	-	13.0	-
365-40	SHORE LINE	FN_MI	WYANDOTTE_MI	10.1	12.5	-	12.5	-	-	12.5	-
365-50	SHORE LINE	FN_MI	LANG_OH	35.3	5.3	-	5.3	-	-	5.3	-
366-3	FLAT ROCK	FLAROCK_MI	FORDHAVEN_MI	2.3	13.1	-	13.1	-	-	13.1	-
366-5	FLAT ROCK	FN_MI	FLAROCK_MI	6.1	7.4	-	7.4	-	-	7.4	-
366-6	FLAT ROCK	FN_MI	FORDHAVEN_MI	5.5	1.0	-	1.0	-	-	1.0	-
368-10	HOLLY	DURAND_MI	WATERFORD_MI	28.5	5.0	-	5.0	-	-	5.0	-
368-15	HOLLY	WATERFORD_MI	PONTIAC_MI	6.3	5.3	-	5.3	-	-	5.3	-
368-30	HOLLY	PONTIAC_MI	DETINTTER_MI	22.5	15.1	-	15.1	-	-	15.1	6.0
370-20	DEARBORN	FORDHAVEN_MI	WOODHAVEN_MI	0.5	14.1	-	14.1	-	-	14.1	-
429-20	RAINY	RANIER_MN	ASHLAKE_MN	36.9	27.6	-	27.6	-	-	27.6	-
429-30	RAINY	ASHLAKE_MN	ORR_MN	7.6	27.6	-	27.6	-	-	27.6	-
429-40	RAINY	ORR_MN	GLENDALE_MN	1.4	27.6	-	27.6	-	-	27.6	-
429-50	RAINY	GLENDALE_MN	HALEY_MN	10.4	27.6	-	27.6	-	-	27.6	-
429-60	RAINY	HALEY_MN	VIRGINIA_MN	31.0	27.6	-	27.6	-	-	27.6	-
429-65	RAINY	VIRGINIA_MN	PEARY_MN	11.5	22.5	-	22.5	-	-	22.5	-

Segment					Trains Per Day						
Segment Number	Subdivision	Segment Begin Station	Segment End Station	Segment Length (Miles)	Base	KCS Organic Growth	2027 No Merger	CP-KCS Merger Related Growth	CN Merger Related Growth	2027 With All Growth Sources	Passenger Trains Per Day
429-70	RAINY	PEARY_MN	SIMAR_MN	30.6	20.1	-	20.1	-	-	20.1	-
429-73	RAINY	PEARY MN	MELRUDE MN	10.2	20.1	-	20.1	-	-	20.1	-
612-50	CHICAGO	GILMAN_IL	DELREY_IL	6.2	23.2	-	23.2	-	-	23.2	6.0
612-55	CHICAGO	DELREY_IL	LODA_IL	11.0	23.2	-	23.2	-	-	23.2	6.0
612-60	CHICAGO	LODA IL	LEVJCT IL	25.3	23.2	-	23.2	-	-	23.2	6.0
619-10	CHAMPAIGN	LEVJCT_IL	TOLONO_IL	13.2	22.0	-	22.0	-	-	22.0	6.0
619-20	CHAMPAIGN	TOLONO_IL	PESOTUM_IL	4.8	21.6	-	21.6	-	-	21.6	6.0
619-30	CHAMPAIGN	PESOTUM_IL	TUSCOLA_IL	7.9	21.6	-	21.6	-	-	21.6	6.0
619-40	CHAMPAIGN	TUSCOLA IL	ARCOLA IL	8.1	22.5	-	22.5	-	-	22.5	6.0
619-50	CHAMPAIGN	ARCOLA_IL	HUMBOLDT_IL	5.7	22.5	-	22.5	-	-	22.5	6.0
619-60	CHAMPAIGN	HUMBOLDT_IL	DORANS_IL	3.8	22.5	-	22.5	-	-	22.5	6.0
619-70	CHAMPAIGN	DORANS_IL	MATTOON_IL	5.0	22.5	-	22.5	-	-	22.5	6.0
619-80	CHAMPAIGN	MATTOON IL	NEOGA IL	11.9	24.9	-	24.9	-	-	24.9	6.0
619-90	CHAMPAIGN	NEOGA_IL	EFFINGHAM_IL	14.9	26.0	-	26.0	-	-	26.0	6.0
619-100	CHAMPAIGN	EFFINGHAM_IL	WATSON_IL	4.6	27.0	-	27.0	-	-	27.0	6.0
619-110	CHAMPAIGN	WATSON_IL	SANJCT_IL	41.7	19.8	-	19.8	-	-	19.8	6.0
619-115	CHAMPAIGN	SANJCT IL	CENTRALIA IL	5.2	16.7	-	16.7	-	-	16.7	6.0
623-10	EFFINGHAM	EFFYD_IL	NEWTON_IL	23.5	2.4	-	2.4	-	-	2.4	-
701-5	CENTRALIA	CENTRALIA_IL	IRVINGTON_IL	6.2	19.4	-	19.4	-	-	19.4	6.0
701-10	CENTRALIA	IRVINGTON_IL	RICHVIEW_IL	4.7	19.4	-	19.4	-	-	19.4	6.0
701-20	CENTRALIA	RICHVIEW IL	BOIS IL	10.5	19.4	-	19.4	-	-	19.4	6.0
701-30	CENTRALIA	BOIS_IL	TAMAROA_IL	6.0	19.4	-	19.4	-	-	19.4	6.0
701-40	CENTRALIA	TAMAROA_IL	DUQUOIN_IL	5.7	19.4	-	19.4	-	-	19.4	6.0
701-45	CENTRALIA	TAMAROA IL	DOWELL IL	7.8	18.2	-	18.2	-	-	18.2	6.0
701-50	CENTRALIA	DOWELL IL	ELKVILLE IL	5.1	14.7	-	14.7	-	-	14.7	6.0
701-60	CENTRALIA	ELKVILLE_IL	CARBONDAL_IL	9.4	14.7	-	14.7	-	-	14.7	6.0
701-65	CENTRALIA	DESOTO_IL	CARBONDAL_IL	3.2	14.7	-	14.7	-	-	14.7	6.0
701-70	CENTRALIA	CARBONDAL IL	COBDEN IL	15.3	10.7	-	10.7	-	-	10.7	2.0
701-80	CENTRALIA	COBDEN_IL	MOUNDS_IL	28.9	10.7	-	10.7	-	-	10.7	2.0
701-85	CENTRALIA	MOUNDS_IL	PULASKI_IL	4.0	10.7	-	10.7	-	-	10.7	2.0
701-90	CENTRALIA	MOUNDS_IL	CAIRO_IL	5.1	12.3	-	12.3	-	-	12.3	2.0
708-10	CAIRO	CAIRO IL	WICKLIFFE KY	8.4	12.3	-	12.3	-	-	12.3	2.0
708-20	CAIRO	WICKLIFFE_KY	BUDA_KY	33.0	12.1	-	12.1	-	-	12.1	2.0
708-30	CAIRO	BUDA_KY	FULTON_KY	2.7	12.3	-	12.3	-	-	12.3	2.0
710-20	FULTON	FULTON_KY	RIVES_TN	1.5	19.3	-	19.3	-	-	19.3	2.0
710-30	FULTON	RIVES TN	NEWBERN TN	21.7	19.3	-	19.3	-	-	19.3	2.0
710-40	FULTON	NEWBERN_TN	CURVE_TN	24.5	18.8	-	18.8	-	-	18.8	2.0
710-50	FULTON	CURVE_TN	MILLINGTO_TN	43.9	18.2	-	18.2	-	-	18.2	2.0
710-60	FULTON	MILLINGTO_TN	WOODSTOCK_TN	6.5	17.9	-	17.9	-	-	17.9	2.0
710-65	FULTON	WOODSTOCK TN	MEMPHIS TN	20.4	20.1	-	20.1	-	-	20.1	2.0
711-80	MEMPHIS	MEMINTTER_TN	LAKEVIEW_MS	6.4	2.6	-	2.6	-	-	2.6	-
713-50	GRENADA	CANTON_MS	JACKSON_MS	25.7	2.0	-	2.0	-	-	2.0	-
714-10	YAZOO	JACKSON MS	YAZCITY MS	44.4	16.9	-	16.9	-	-	16.9	2.0

Segment					Trains Per Day						
Segment Number	Subdivision	Segment Begin Station	Segment End Station	Segment Length (Miles)	Base	KCS Organic Growth	2027 No Merger	CP-KCS Merger Related Growth	CN Merger Related Growth	2027 With All Growth Sources	Passenger Trains Per Day
714-20	YAZOO	YAZCITY_MS	SWALAKE_MS	80.9	17.9	-	17.9	-	-	17.9	2.0
714-40	YAZOO	SWALAKE_MS	MARKS_MS	26.3	18.4	-	18.4	-	-	18.4	2.0
714-50	YAZOO	MARKS_MS	BANKS_MS	41.6	17.4	-	17.4	-	-	17.4	2.0
714-100	YAZOO	BANKS_MS	LAKEVIEW_MS	12.8	17.1	-	17.1	-	-	17.1	2.0
714-200	YAZOO	LAKEVIEW_MS	WJCT_TN	21.2	14.2	-	14.2	-	-	14.2	2.0
715-5	MCCOMB	JACKSON_MS	ELTON_MS	8.8	15.1	-	15.1	-	-	15.1	2.0
715-10	MCCOMB	ELTON_MS	CRYSPRING_MS	17.4	13.3	-	13.3	-	-	13.3	2.0
715-20	MCCOMB	CRYSPRING_MS	WESSON_MS	22.0	14.3	-	14.3	-	-	14.3	2.0
715-30	MCCOMB	WESSON_MS	CENJCA_MS	7.9	14.5	-	14.5	-	-	14.5	2.0
715-40	MCCOMB	CENJCA_MS	SUMMIT_MS	24.4	13.1	-	13.1	-	-	13.1	2.0
715-50	MCCOMB	SUMMIT_MS	FERNWOOD_MS	13.8	13.8	-	13.8	-	-	13.8	2.0
715-60	MCCOMB	FERNWOOD_MS	FRENIER_LA	86.5	11.1	-	11.1	-	-	11.1	2.0
715-70	MCCOMB	FRENIER_LA	ORLJCT_LA	2.2	7.9	-	7.9	-	-	7.9	2.0
715-80	MCCOMB	ORLJCT_LA	KENNER_LA	1.0	8.0	-	8.0	-	-	8.0	2.0
715-85	MCCOMB	KENNER_LA	MAYYARD_LA	2.6	8.3	-	8.3	-	-	8.3	2.0
719-10	BEAUMONT	JACKSON_MS	STAR_MS	18.9	3.2	-	3.2	-	-	3.2	-
719-20	BEAUMONT	STAR_MS	SARATOGA_MS	29.5	4.1	-	4.1	-	-	4.1	-
719-30	BEAUMONT	SARATOGA_MS	HATTIESBU_MS	37.4	5.6	-	5.6	-	-	5.6	-
719-40	BEAUMONT	HATTIESBU_MS	BELJCT_AL	99.8	4.0	-	4.0	-	-	4.0	-
719-70	BEAUMONT	BELJCT_AL	BAYSHOJCT_AL	2.4	2.5	-	2.5	-	-	2.5	-
719-75	BEAUMONT	BAYSHOJCT_AL	MOBILE_AL	2.0	2.5	-	2.5	-	-	2.5	-
724-50	BATON ROUGE	RESERVE_LA	KENNER_LA	21.2	9.8	-	9.8	-	-	9.8	0.1
801-10	WAUKESHA	FORPARK_IL	ROSEMONT_IL	7.8	9.9	-	9.9	-	-	9.9	5.5
801-20	WAUKESHA	ROSEMONT_IL	DESPLAINE_IL	4.2	21.1	-	21.1	-	-	21.1	14.3
801-30	WAUKESHA	DESPLAINE_IL	LEITHTON_IL	14.9	21.1	-	21.1	-	-	21.1	14.3
801-40	WAUKESHA	LEITHTON_IL	MUNDELEIN_IL	2.6	41.3	-	41.3	-	-	41.3	14.3
801-50	WAUKESHA	MUNDELEIN_IL	GRALAKE_IL	8.0	41.3	-	41.3	-	-	41.3	14.3
801-60	WAUKESHA	GRALAKE_IL	LAKVILLA_IL	3.8	41.3	-	41.3	-	-	41.3	14.3
801-70	WAUKESHA	LAKVILLA_IL	DUPLAINVI_WI	50.3	27.0	-	27.0	-	-	27.0	0.8
801-75	WAUKESHA	DUPLAINVI_WI	SUSSEX_WI	4.0	29.6	-	29.6	-	-	29.6	-
801-85	WAUKESHA	SUSSEX_WI	RUGJCT_WI	11.1	28.4	-	28.4	-	-	28.4	-
801-90	WAUKESHA	RUGJCT_WI	LOMIRA_WI	25.1	27.4	-	27.4	-	-	27.4	-
801-95	WAUKESHA	LOMIRA_WI	BYRON_WI	3.2	28.2	-	28.2	-	-	28.2	-
801-100	WAUKESHA	LOMIRA_WI	FONLAC_WI	8.1	28.2	-	28.2	-	-	28.2	-
801-110	WAUKESHA	BYRON_WI	FONLAC_WI	2.0	28.2	-	28.2	-	-	28.2	-
805-10	NEENAH	FONLAC_WI	VANDYNE_WI	4.3	25.2	-	25.2	-	-	25.2	-
805-20	NEENAH	VANDYNE_WI	BLAWOLF_WI	5.6	25.2	-	25.2	-	-	25.2	-
805-30	NEENAH	BLAWOLF_WI	NEENAH_WI	17.6	26.5	-	26.5	-	-	26.5	-
805-40	NEENAH	NEENAH_WI	STOCKTON_WI	60.9	26.2	-	26.2	-	-	26.2	-
811-10	SUPERIOR	STEPT_WI	JCTCITY_WI	13.0	27.9	-	27.9	-	-	27.9	-
811-20	SUPERIOR	JCTCITY_WI	SPENCER_WI	29.4	26.3	-	26.3	-	-	26.3	-
811-30	SUPERIOR	SPENCER_WI	OWEN_WI	19.1	26.6	-	26.6	-	-	26.6	-
811-40	SUPERIOR	OWEN_WI	LADYSMITH_WI	44.8	23.5	-	23.5	-	-	23.5	-

Segment					Trains Per Day						
Segment Number	Subdivision	Segment Begin Station	Segment End Station	Segment Length (Miles)	Base	KCS Organic Growth	2027 No Merger	CP-KCS Merger Related Growth	CN Merger Related Growth	2027 With All Growth Sources	Passenger Trains Per Day
811-50	SUPERIOR	LADYSMITH_WI	HAYJCT_WI	47.2	24.8	-	24.8	-	-	24.8	-
811-70	SUPERIOR	HAYJCT_WI	SITASCA_WI	54.4	23.1	-	23.1	-	-	23.1	-
811-80	SUPERIOR	SITASCA_WI	SUPERIOR_WI	2.8	26.4	-	26.4	-	-	26.4	-
811-300	SUPERIOR	SITASCA_WI	SAUNDERS_WI	5.9	20.6	-	20.6	-	-	20.6	-
811-400	SUPERIOR	SAUNDERS_WI	STEELTON_MN	4.7	28.6	-	28.6	-	-	28.6	-
811-500	SUPERIOR	STEELTON_MN	NOPJCT_MN	2.2	28.6	-	28.6	-	-	28.6	-
811-600	SUPERIOR	NOPJCT_MN	ADOLPH_MN	5.8	8.4	-	8.4	-	-	8.4	-
834-100	SAUKVILLE	MILWAUKEE_WI	BRODEER_WI	7.2	0.4	-	0.4	-	-	0.4	-
834-300	SAUKVILLE	BRODEER_WI	SAUKVILLE_WI	15.0	0.9	-	0.9	-	-	0.9	-
845-100	MISSABE	DULUTH_MN	ADOLPH_MN	10.7	17.3	-	17.3	-	-	17.3	-
845-250	MISSABE	ADOLPH_MN	FAIRLANE_MN	48.2	15.4	-	15.4	-	-	15.4	-
845-300	MISSABE	FAIRLANE_MN	KEENAN_MN	2.0	18.2	-	18.2	-	-	18.2	-
845-400	MISSABE	KEENAN_MN	IROJCT_MN	2.5	17.6	-	17.6	-	-	17.6	-
845-500	MISSABE	IROJCT_MN	WOLF_MN	2.2	28.2	-	28.2	-	-	28.2	-
845-570	MISSABE	WOLF_MN	SHEJCT_MN	2.8	22.5	-	22.5	-	-	22.5	-
857-100	KEENAN	IROJCT_MN	HIBBING_MN	16.7	3.9	-	3.9	-	-	3.9	-
870-300	LEITHTON	LEITHTON_IL	SPAULDING_IL	22.6	18.8	-	18.8	-	-	18.8	-
870-400	LEITHTON	SPAULDING_IL	MUNGER_IL	1.8	21.0	-	21.0	-	-	21.0	-
870-480	LEITHTON	MUNGER_IL	WCHICAGO_IL	5.8	22.0	-	22.0	-	-	22.0	-
870-500	LEITHTON	WCHICAGO_IL	EOLA_IL	8.4	21.5	-	21.5	-	-	21.5	-
870-600	LEITHTON	EOLA_IL	RIVER_IL	11.5	24.1	-	24.1	-	-	24.1	-
870-700	LEITHTON	RIVER_IL	WBRIJCT_IL	7.4	28.2	-	28.2	-	-	28.2	-
870-800	LEITHTON	WBRIJCT_IL	EBRIJCT_IL	0.8	28.2	-	28.2	-	-	28.2	-
870-900	LEITHTON	WBRIJCT_IL	WROMEO_IL	2.2	12.1	-	12.1	-	-	12.1	-
871-100	MATTESON	EBRIJCT_IL	JOLYARD_IL	1.7	30.1	-	30.1	-	-	30.1	-
871-200	MATTESON	JOLYARD_IL	MATTESON_IL	22.1	23.3	-	23.3	-	-	23.3	-
871-300	MATTESON	MATTESON_IL	CHIHEIGHT_IL	2.6	30.8	-	30.8	-	-	30.8	-
871-400	MATTESON	CHIHEIGHT_IL	GRIFFITH_IN	9.7	30.8	-	30.8	-	-	30.8	-
871-500	MATTESON	GRIFFITH_IN	IVANHOE_IN	6.4	28.8	-	28.8	-	-	28.8	-
871-600	MATTESON	IVANHOE_IN	CAVANAUGH_IN	1.3	29.0	-	29.0	-	-	29.0	-
871-800	MATTESON	CAVANAUGH_IN	STOCKTON_IN	1.3	28.2	-	28.2	-	-	28.2	-
871-1000	MATTESON	STOCKTON_IN	KIRYARD_IN	2.1	35.3	-	35.3	-	-	35.3	-
871-1100	MATTESON	KIRYARD_IN	BUFFINGTO_IN	2.5	39.8	-	39.8	-	-	39.8	-
873-100	LAKEFRONT	KIRYARD_IN	BUFFINGTO_IN	1.0	39.8	-	39.8	-	-	39.8	-
873-200	LAKEFRONT	BUFFINGTO_IN	STOCKTON_IN	1.6	4.5	-	4.5	-	-	4.5	-
873-300	LAKEFRONT	BUFFINGTO_IN	INDHARBOR_IN	2.6	4.5	-	4.5	-	-	4.5	-
873-400	LAKEFRONT	INDHARBOR_IN	HAMLAKFRO_IN	4.5	4.3	-	4.3	-	-	4.3	-
873-500	LAKEFRONT	HAMLAKFRO_IN	SCHICAGO_IL	1.9	4.3	-	4.3	-	-	4.3	-

Other CN lines: Tonnage – Million Gross Tons per Mile Per Year

Segment				Tonnage - Million Gross Tons per Mile per Year (mGTs)								
Segment Number	Subdivision	Segment Begin Station	Segment End Station	Base	KCS Organic Growth	2027 No Merger	CP-KCS Merger Related Growth	CN Merger Related Growth	CN Organic Growth	CP-KCS + CN Merger Related Growth	Merger Related Growth Percentage	2027 With Merger
305-50	STRATHROY	SARNIA_ON	PTHURON_MI	23.19	-	23.19	-	0.86	0.91	0.86	0.04	24.95
358-10	FLINT	BATCREEK_MI	OLIVET_MI	23.15	-	23.15	-	3.02	0.99	3.02	0.13	27.16
358-20	FLINT	OLIVET_MI	POTTERVIL_MI	46.31	-	46.31	-	3.02	1.86	3.02	0.07	51.19
358-25	FLINT	POTTERVIL_MI	LANSING_MI	23.15	-	23.15	-	3.02	0.99	3.02	0.13	27.16
358-30	FLINT	LANSING_MI	MORRICE_MI	22.37	-	22.37	-	3.02	0.96	3.02	0.14	26.35
358-35	FLINT	MORRICE_MI	DURAND_MI	22.37	-	22.37	-	3.02	0.96	3.02	0.14	26.34
358-40	FLINT	DURAND_MI	FLINT_MI	34.48	-	34.48	-	2.10	1.38	2.10	0.06	37.96
358-50	FLINT	FLINT_MI	DAVISON_MI	32.09	-	32.09	-	0.86	1.24	0.86	0.03	34.19
358-60	FLINT	DAVISON_MI	EMMETT_MI	32.10	-	32.10	-	0.86	1.24	0.86	0.03	34.20
358-70	FLINT	EMMETT_MI	TAPPAN_MI	32.09	-	32.09	-	0.86	1.24	0.86	0.03	34.19
358-90	FLINT	TAPPAN_MI	PTHURON_MI	11.89	-	11.89	-	0.86	0.48	0.86	0.07	13.24
358-110	FLINT	PTHURON_MI	SARNIA_ON	23.19	-	23.19	-	0.86	0.91	0.86	0.04	24.95
359-35	SOUTH BEND	GRIFFITH_IN	SEDLEY_IN	28.39	-	28.39	-	3.08	1.19	3.08	0.11	32.66
359-40	SOUTH BEND	SEDLEY_IN	VALPARAIS_IN	56.79	-	56.79	-	3.08	2.25	3.08	0.05	62.12
359-45	SOUTH BEND	VALPARAIS_IN	STILLWELL_IN	28.48	-	28.48	-	3.08	1.19	3.08	0.11	32.75
359-48	SOUTH BEND	STILLWELL_IN	SBEND_IN	28.81	-	28.81	-	3.08	1.20	3.08	0.11	33.09
359-50	SOUTH BEND	SBEND_IN	MARCELLUS_MI	22.93	-	22.93	-	3.08	0.98	3.08	0.13	26.98
359-55	SOUTH BEND	CASSOPOLI_MI	SCHOOLCRA_MI	45.82	-	45.82	-	3.08	1.84	3.08	0.07	50.73
359-60	SOUTH BEND	SCHOOLCRA_MI	PAVILION_MI	22.92	-	22.92	-	3.08	0.98	3.08	0.13	26.98
359-65	SOUTH BEND	PAVILION_MI	BATCREEK_MI	23.45	-	23.45	-	3.09	1.00	3.09	0.13	27.54
360-900	ELSDON	HARVEY_IL	THOJCT_IL	13.18	-	13.18	-	1.38	0.55	1.38	0.10	15.11
360-1000	ELSDON	THOJCT_IL	GRIFFITH_IN	14.57	-	14.57	-	1.38	0.60	1.38	0.09	16.55
365-10	SHORE LINE	MILJCT_MI	VINEWOOD_MI	9.39	-	9.39	-	0.70	0.38	0.70	0.07	10.47
365-21	SHORE LINE	COOLIDGE_MI	ECORSE_MI	20.22	-	20.22	-	0.70	0.79	0.70	0.03	21.71
365-22	SHORE LINE	COOLIDGE_MI	VINEWOOD_MI	20.22	-	20.22	-	0.70	0.79	0.70	0.03	21.71
365-30	SHORE LINE	ECORSE_MI	FN_MI	23.03	-	23.03	-	0.70	0.89	0.70	0.03	24.62
365-40	SHORE LINE	FN_MI	WYANDOTTE_MI	8.48	-	8.48	-	0.70	0.35	0.70	0.08	9.53
365-50	SHORE LINE	FN_MI	LANG_OH	10.94	-	10.94	-	0.01	0.41	0.01	0.00	11.37
366-3	FLAT ROCK	FLAROCK_MI	FORDHAVEN_MI	12.24	-	12.24	-	0.37	0.48	0.37	0.03	13.09
366-5	FLAT ROCK	FN_MI	FLAROCK_MI	12.35	-	12.35	-	0.39	0.48	0.39	0.03	13.22
366-6	FLAT ROCK	FN_MI	FORDHAVEN_MI	2.44	-	2.44	-	0.30	0.10	0.30	0.12	2.84
368-10	HOLLY	DURAND_MI	WATERFORD_MI	12.47	-	12.47	-	2.11	0.55	2.11	0.17	15.13
368-15	HOLLY	WATERFORD_MI	PONTIAC_MI	8.87	-	8.87	-	2.11	0.41	2.11	0.24	11.39
368-30	HOLLY	PONTIAC_MI	DETINTTER_MI	9.41	-	9.41	-	2.11	0.43	2.11	0.22	11.96
370-20	DEARBORN	FORDHAVEN_MI	WOODHAVEN_MI	4.87	-	4.87	-	0.68	0.21	0.68	0.14	5.76
429-20	RAINY	RANIER_MN	ASHLAKE_MN	77.97	-	77.97	-	0.21	2.94	0.21	0.00	81.12
429-30	RAINY	ASHLAKE_MN	ORR_MN	77.97	-	77.97	-	0.21	2.94	0.21	0.00	81.13
429-40	RAINY	ORR_MN	GLENDALE_MN	77.97	-	77.97	-	0.21	2.94	0.21	0.00	81.13
429-50	RAINY	GLENDALE_MN	HALEY_MN	78.04	-	78.04	-	0.21	2.95	0.21	0.00	81.19
429-60	RAINY	HALEY_MN	VIRGINIA_MN	78.06	-	78.06	-	0.21	2.95	0.21	0.00	81.22
429-65	RAINY	VIRGINIA_MN	PEARY_MN	52.96	-	52.96	-	0.18	2.00	0.18	0.00	55.14

Segment				Tonnage - Million Gross Tons per Mile per Year (mGTs)								
Segment Number	Subdivision	Segment Begin Station	Segment End Station	Base	KCS Organic Growth	2027 No Merger	CP-KCS Merger Related Growth	CN Merger Related Growth	CN Organic Growth	CP-KCS + CN Merger Related Growth	Merger Related Growth Percentage	2027 With Merger
429-70	RAINY	PEARY_MN	SIMAR_MN	37.33	-	37.33	-	0.17	1.41	0.17	0.00	38.91
429-73	RAINY	PEARY MN	MELRUDE MN	43.52	-	43.52	-	0.17	1.65	0.17	0.00	45.33
612-50	CHICAGO	GILMAN_IL	DELREY_IL	23.42	-	23.42	-	0.13	0.89	0.13	0.01	24.44
612-55	CHICAGO	DELREY_IL	LODA_IL	46.83	-	46.83	-	0.13	1.77	0.13	0.00	48.73
612-60	CHICAGO	LODA IL	LEVJCT IL	47.47	-	47.47	-	0.13	1.79	0.13	0.00	49.39
619-10	CHAMPAIGN	LEVJCT_IL	TOLONO_IL	47.81	-	47.81	-	0.13	1.81	0.13	0.00	49.75
619-20	CHAMPAIGN	TOLONO_IL	PESOTUM_IL	47.82	-	47.82	-	0.13	1.81	0.13	0.00	49.76
619-30	CHAMPAIGN	PESOTUM_IL	TUSCOLA_IL	47.82	-	47.82	-	0.13	1.81	0.13	0.00	49.76
619-40	CHAMPAIGN	TUSCOLA IL	ARCOLA IL	48.42	-	48.42	-	0.13	1.83	0.13	0.00	50.38
619-50	CHAMPAIGN	ARCOLA_IL	HUMBOLDT_IL	48.41	-	48.41	-	0.13	1.83	0.13	0.00	50.37
619-60	CHAMPAIGN	HUMBOLDT_IL	DORANS_IL	48.42	-	48.42	-	0.13	1.83	0.13	0.00	50.38
619-70	CHAMPAIGN	DORANS_IL	MATTOON_IL	48.40	-	48.40	-	0.13	1.83	0.13	0.00	50.36
619-80	CHAMPAIGN	MATTOON IL	NEOGA IL	53.07	-	53.07	-	0.13	2.00	0.13	0.00	55.20
619-90	CHAMPAIGN	NEOGA_IL	EFFINGHAM_IL	53.28	-	53.28	-	0.13	2.01	0.13	0.00	55.42
619-100	CHAMPAIGN	EFFINGHAM_IL	WATSON_IL	55.70	-	55.70	-	0.49	2.12	0.49	0.01	58.30
619-110	CHAMPAIGN	WATSON_IL	SANJCT_IL	34.13	-	34.13	-	0.47	1.30	0.47	0.01	35.90
619-115	CHAMPAIGN	SANJCT IL	CENTRALIA IL	12.38	-	12.38	-	0.46	0.48	0.46	0.04	13.33
623-10	EFFINGHAM	EFFYD_IL	NEWTON_IL	4.49	-	4.49	-	0.36	0.18	0.36	0.08	5.02
701-5	CENTRALIA	CENTRALIA_IL	IRVINGTON_IL	28.66	-	28.66	-	2.35	1.17	2.35	0.08	32.18
701-10	CENTRALIA	IRVINGTON_IL	RICHVIEW_IL	26.96	-	26.96	-	2.35	1.10	2.35	0.09	30.41
701-20	CENTRALIA	RICHVIEW IL	BOIS IL	26.96	-	26.96	-	2.35	1.10	2.35	0.09	30.41
701-30	CENTRALIA	BOIS_IL	TAMAROA_IL	26.95	-	26.95	-	2.35	1.10	2.35	0.09	30.41
701-40	CENTRALIA	TAMAROA_IL	DUQUOIN_IL	26.96	-	26.96	-	2.35	1.10	2.35	0.09	30.41
701-45	CENTRALIA	TAMAROA IL	DOWELL IL	27.07	-	27.07	-	1.97	1.09	1.97	0.07	30.13
701-50	CENTRALIA	DOWELL IL	ELKVILLE IL	20.08	-	20.08	-	0.95	0.79	0.95	0.05	21.82
701-60	CENTRALIA	ELKVILLE_IL	CARBONDAL_IL	20.08	-	20.08	-	0.95	0.79	0.95	0.05	21.82
701-65	CENTRALIA	DESOTO_IL	CARBONDAL_IL	10.04	-	10.04	-	0.95	0.41	0.95	0.09	11.40
701-70	CENTRALIA	CARBONDAL IL	COBDEN IL	20.08	-	20.08	-	0.95	0.79	0.95	0.05	21.82
701-80	CENTRALIA	COBDEN_IL	MOUNDS_IL	20.08	-	20.08	-	0.95	0.79	0.95	0.05	21.82
701-85	CENTRALIA	MOUNDS_IL	PULASKI_IL	10.04	-	10.04	-	0.95	0.41	0.95	0.09	11.40
701-90	CENTRALIA	MOUNDS_IL	CAIRO_IL	10.07	-	10.07	-	0.95	0.42	0.95	0.09	11.44
708-10	CAIRO	CAIRO IL	WICKLIFFE KY	9.05	-	9.05	-	0.95	0.38	0.95	0.10	10.37
708-20	CAIRO	WICKLIFFE_KY	BUDA_KY	17.83	-	17.83	-	0.95	0.71	0.95	0.05	19.49
708-30	CAIRO	BUDA_KY	FULTON_KY	8.93	-	8.93	-	0.95	0.37	0.95	0.11	10.25
710-20	FULTON	FULTON_KY	RIVES_TN	52.27	-	52.27	-	0.96	2.00	0.96	0.02	55.24
710-30	FULTON	RIVES TN	NEWBERN TN	52.21	-	52.21	-	0.96	2.00	0.96	0.02	55.17
710-40	FULTON	NEWBERN_TN	CURVE_TN	51.81	-	51.81	-	0.96	1.99	0.96	0.02	54.76
710-50	FULTON	CURVE_TN	MILLINGTO_TN	51.49	-	51.49	-	0.96	1.98	0.96	0.02	54.43
710-60	FULTON	MILLINGTO_TN	WOODSTOCK_TN	25.71	-	25.71	-	0.96	1.00	0.96	0.04	27.67
710-65	FULTON	WOODSTOCK TN	MEMPHIS TN	55.48	-	55.48	-	0.96	2.13	0.96	0.02	58.57
711-80	MEMPHIS	MEMINTTER_TN	LAKEVIEW_MS	6.17	-	6.17	-	0.62	0.26	0.62	0.10	7.05
713-50	GRENADA	CANTON_MS	JACKSON_MS	2.43	-	2.43	-	0.02	0.09	0.02	0.01	2.54
714-10	YAZOO	JACKSON MS	YAZCITY MS	49.01	-	49.01	-	0.70	1.87	0.70	0.01	51.59

Segment				Tonnage - Million Gross Tons per Mile per Year (mGTs)								
Segment Number	Subdivision	Segment Begin Station	Segment End Station	Base	KCS Organic Growth	2027 No Merger	CP-KCS Merger Related Growth	CN Merger Related Growth	CN Organic Growth	CP-KCS + CN Merger Related Growth	Merger Related Growth Percentage	2027 With Merger
714-20	YAZOO	YAZCITY_MS	SWALAKE_MS	51.14	-	51.14	-	0.71	1.95	0.71	0.01	53.80
714-40	YAZOO	SWALAKE_MS	MARKS_MS	51.65	-	51.65	-	0.71	1.97	0.71	0.01	54.33
714-50	YAZOO	MARKS_MS	BANKS_MS	51.60	-	51.60	-	0.71	1.97	0.71	0.01	54.28
714-100	YAZOO	BANKS_MS	LAKEVIEW_MS	51.50	-	51.50	-	0.71	1.97	0.71	0.01	54.18
714-200	YAZOO	LAKEVIEW_MS	WJCT_TN	19.65	-	19.65	-	0.08	0.74	0.08	0.00	20.48
715-5	MCCOMB	JACKSON_MS	ELTON_MS	16.89	-	16.89	-	0.44	0.65	0.44	0.03	17.98
715-10	MCCOMB	ELTON_MS	CRYSPRING_MS	33.20	-	33.20	-	0.44	1.27	0.44	0.01	34.91
715-20	MCCOMB	CRYSPRING_MS	WESSON_MS	33.44	-	33.44	-	0.44	1.28	0.44	0.01	35.16
715-30	MCCOMB	WESSON_MS	CENJCA_MS	16.73	-	16.73	-	0.44	0.65	0.44	0.03	17.82
715-40	MCCOMB	CENJCA_MS	SUMMIT_MS	18.70	-	18.70	-	0.44	0.72	0.44	0.02	19.87
715-50	MCCOMB	SUMMIT_MS	FERNWOOD_MS	15.99	-	15.99	-	0.44	0.62	0.44	0.03	17.05
715-60	MCCOMB	FERNWOOD_MS	FRENIER_LA	25.41	-	25.41	-	0.44	0.97	0.44	0.02	26.83
715-70	MCCOMB	FRENIER_LA	ORLJCT_LA	9.51	-	9.51	-	0.44	0.37	0.44	0.05	10.33
715-80	MCCOMB	ORLJCT_LA	KENNER_LA	9.46	-	9.46	-	0.44	0.37	0.44	0.05	10.28
715-85	MCCOMB	KENNER_LA	MAYYARD_LA	11.20	-	11.20	-	0.44	0.44	0.44	0.04	12.08
719-10	BEAUMONT	JACKSON_MS	STAR_MS	9.22	-	9.22	-	0.09	0.35	0.09	0.01	9.65
719-20	BEAUMONT	STAR_MS	SARATOGA_MS	9.41	-	9.41	-	0.09	0.36	0.09	0.01	9.86
719-30	BEAUMONT	SARATOGA_MS	HATTIESBU_MS	8.45	-	8.45	-	0.09	0.32	0.09	0.01	8.86
719-40	BEAUMONT	HATTIESBU_MS	BELJCT_AL	5.39	-	5.39	-	0.07	0.21	0.07	0.01	5.67
719-70	BEAUMONT	BELJCT_AL	BAYSHOJCT_AL	4.21	-	4.21	-	0.07	0.16	0.07	0.02	4.44
719-75	BEAUMONT	BAYSHOJCT_AL	MOBILE_AL	4.21	-	4.21	-	0.07	0.16	0.07	0.02	4.44
724-50	BATON ROUGE	RESERVE_LA	KENNER_LA	23.76	-	23.76	-	0.02	0.90	0.02	0.00	24.68
801-10	WAUKESHA	FORPARK_IL	ROSEMONT_IL	3.40	-	3.40	-	0.00	0.13	0.00	0.00	3.54
801-20	WAUKESHA	ROSEMONT_IL	DESPLAINE_IL	4.86	-	4.86	-	0.00	0.18	0.00	0.00	5.05
801-30	WAUKESHA	DESPLAINE_IL	LEITHTON_IL	11.38	-	11.38	-	0.00	0.43	0.00	0.00	11.82
801-40	WAUKESHA	LEITHTON_IL	MUNDELEIN_IL	35.79	-	35.79	-	0.21	1.36	0.21	0.01	37.36
801-50	WAUKESHA	MUNDELEIN_IL	GRALAKE_IL	71.52	-	71.52	-	0.21	2.70	0.21	0.00	74.43
801-60	WAUKESHA	GRALAKE_IL	LAKVILLA_IL	35.76	-	35.76	-	0.21	1.35	0.21	0.01	37.32
801-70	WAUKESHA	LAKVILLA_IL	DUPLAINVI_WI	71.80	-	71.80	-	0.21	2.71	0.21	0.00	74.72
801-75	WAUKESHA	DUPLAINVI_WI	SUSSEX_WI	73.02	-	73.02	-	0.21	2.76	0.21	0.00	75.99
801-85	WAUKESHA	SUSSEX_WI	RUGJCT_WI	72.38	-	72.38	-	0.21	2.73	0.21	0.00	75.33
801-90	WAUKESHA	RUGJCT_WI	LOMIRA_WI	72.43	-	72.43	-	0.21	2.74	0.21	0.00	75.38
801-95	WAUKESHA	LOMIRA_WI	BYRON_WI	73.02	-	73.02	-	0.21	2.76	0.21	0.00	75.99
801-100	WAUKESHA	LOMIRA_WI	FONLAC_WI	36.51	-	36.51	-	0.21	1.38	0.21	0.01	38.11
801-110	WAUKESHA	BYRON_WI	FONLAC_WI	73.03	-	73.03	-	0.21	2.76	0.21	0.00	76.00
805-10	NEENAH	FONLAC_WI	VANDYNE_WI	72.43	-	72.43	-	0.21	2.74	0.21	0.00	75.38
805-20	NEENAH	VANDYNE_WI	BLAWOLF_WI	36.21	-	36.21	-	0.21	1.37	0.21	0.01	37.80
805-30	NEENAH	BLAWOLF_WI	NEENAH_WI	72.67	-	72.67	-	0.21	2.74	0.21	0.00	75.62
805-40	NEENAH	NEENAH_WI	STOCKTON_WI	68.47	-	68.47	-	0.21	2.59	0.21	0.00	71.27
811-10	SUPERIOR	STEPT_WI	JCTCITY_WI	76.88	-	76.88	-	0.21	2.90	0.21	0.00	80.00
811-20	SUPERIOR	JCTCITY_WI	SPENCER_WI	75.34	-	75.34	-	0.21	2.85	0.21	0.00	78.40
811-30	SUPERIOR	SPENCER_WI	OWEN_WI	74.80	-	74.80	-	0.21	2.82	0.21	0.00	77.83

Segment				Tonnage - Million Gross Tons per Mile per Year (mGTs)								
Segment Number	Subdivision	Segment Begin Station	Segment End Station	Base	KCS Organic Growth	2027 No Merger	CP-KCS Merger Related Growth	CN Merger Related Growth	CN Organic Growth	CP-KCS + CN Merger Related Growth	Merger Related Growth Percentage	2027 With Merger
811-40	SUPERIOR	OWEN_WI	LADYSMITH_WI	71.09	-	71.09	-	0.21	2.69	0.21	0.00	73.99
811-50	SUPERIOR	LADYSMITH WI	HAYJCT WI	71.85	-	71.85	-	0.21	2.71	0.21	0.00	74.77
811-70	SUPERIOR	HAYJCT_WI	SITASCA_WI	70.93	-	70.93	-	0.23	2.68	0.23	0.00	73.84
811-80	SUPERIOR	SITASCA_WI	SUPERIOR_WI	2.93	-	2.93	-	0.25	0.12	0.25	0.09	3.31
811-300	SUPERIOR	SITASCA WI	SAUNDERS WI	71.31	-	71.31	-	0.17	2.69	0.17	0.00	74.18
811-400	SUPERIOR	SAUNDERS_WI	STEELTON_MN	74.44	-	74.44	-	0.21	2.81	0.21	0.00	77.46
811-500	SUPERIOR	STEELTON_MN	NOPJCT_MN	79.59	-	79.59	-	0.21	3.01	0.21	0.00	82.80
811-600	SUPERIOR	NOPJCT_MN	ADOLPH_MN	35.62	-	35.62	-	0.04	1.34	0.04	0.00	37.00
834-100	SAUKVILLE	MILWAUKEE WI	BRODEER WI	0.10	-	0.10	-	0.00	0.00	0.00	0.00	0.10
834-300	SAUKVILLE	BRODEER_WI	SAUKVILLE_WI	0.21	-	0.21	-	0.00	0.01	0.00	0.00	0.22
845-100	MISSABE	DULUTH_MN	ADOLPH_MN	19.94	-	19.94	-	0.05	0.75	0.05	0.00	20.74
845-250	MISSABE	ADOLPH_MN	FAIRLANE_MN	51.43	-	51.43	-	0.04	1.94	0.04	0.00	53.40
845-300	MISSABE	FAIRLANE MN	KEENAN MN	67.37	-	67.37	-	0.03	2.54	0.03	0.00	69.94
845-400	MISSABE	KEENAN_MN	IROJCT_MN	66.87	-	66.87	-	0.02	2.52	0.02	0.00	69.41
845-500	MISSABE	IROJCT_MN	WOLF_MN	92.12	-	92.12	-	0.02	3.47	0.02	0.00	95.61
845-570	MISSABE	WOLF_MN	SHEJCT_MN	65.63	-	65.63	-	0.04	2.47	0.04	0.00	68.14
857-100	KEENAN	IROJCT MN	HIBBING MN	0.12	-	0.12	-	0.00	0.00	0.00	0.04	0.12
870-300	LEITHTON	LEITHTON_IL	SPAULDING_IL	61.75	-	61.75	-	0.21	2.33	0.21	0.00	64.29
870-400	LEITHTON	SPAULDING_IL	MUNGER_IL	63.10	-	63.10	-	0.21	2.38	0.21	0.00	65.69
870-480	LEITHTON	MUNGER_IL	WCHICAGO_IL	63.04	-	63.04	-	0.21	2.38	0.21	0.00	65.63
870-500	LEITHTON	WCHICAGO IL	EOLA IL	67.04	-	67.04	-	0.21	2.53	0.21	0.00	69.79
870-600	LEITHTON	EOLA_IL	RIVER_IL	77.15	-	77.15	-	0.21	2.91	0.21	0.00	80.27
870-700	LEITHTON	RIVER_IL	WBRIJCT_IL	79.57	-	79.57	-	0.23	3.01	0.23	0.00	82.80
870-800	LEITHTON	WBRIJCT IL	EBRIJCT IL	80.15	-	80.15	-	0.23	3.03	0.23	0.00	83.41
870-900	LEITHTON	WBRIJCT IL	WROMEO IL	0.66	-	0.66	-	0.10	0.03	0.10	0.15	0.78
871-100	MATTESON	EBRIJCT_IL	JOLYARD_IL	80.33	-	80.33	-	0.23	3.03	0.23	0.00	83.60
871-200	MATTESON	JOLYARD_IL	MATTESON_IL	73.65	-	73.65	-	0.22	2.78	0.22	0.00	76.65
871-300	MATTESON	MATTESON IL	CHIHEIGHT IL	46.87	-	46.87	-	1.92	1.84	1.92	0.04	50.63
871-400	MATTESON	CHIHEIGHT_IL	GRIFFITH_IN	47.26	-	47.26	-	1.92	1.85	1.92	0.04	51.03
871-500	MATTESON	GRIFFITH_IN	IVANHOE_IN	49.98	-	49.98	-	0.32	1.89	0.32	0.01	52.19
871-600	MATTESON	IVANHOE_IN	CAVANAUGH_IN	50.55	-	50.55	-	0.32	1.92	0.32	0.01	52.78
871-800	MATTESON	CAVANAUGH IN	STOCKTON IN	50.21	-	50.21	-	0.32	1.90	0.32	0.01	52.43
871-1000	MATTESON	STOCKTON_IN	KIRYARD_IN	53.17	-	53.17	-	0.32	2.01	0.32	0.01	55.51
871-1100	MATTESON	KIRYARD_IN	BUFFINGTO_IN	127.65	-	127.65	-	0.33	4.82	0.33	0.00	132.80
873-100	LAKEFRONT	KIRYARD_IN	BUFFINGTO_IN	127.65	-	127.65	-	0.33	4.82	0.33	0.00	132.80
873-200	LAKEFRONT	BUFFINGTO IN	STOCKTON IN	1.04	-	1.04	-	0.01	0.04	0.01	0.01	1.08
873-300	LAKEFRONT	BUFFINGTO_IN	INDHARBOR_IN	1.58	-	1.58	-	0.01	0.06	0.01	0.00	1.65
873-400	LAKEFRONT	INDHARBOR_IN	HAMLAKFRO_IN	0.94	-	0.94	-	0.01	0.04	0.01	0.01	0.98
873-500	LAKEFRONT	HAMLAKFRO_IN	SCHICAGO_IL	0.95	-	0.95	-	0.01	0.04	0.01	0.01	0.99

Other CN lines: February 28, 2022 CN Submission – Tonnage (mGTs) and Trains Per Day (No Passenger Train Breakout)

Segment				Previous Submission - Tonnage (mGTs)				Previous Submission - Trains Per Day		
Segment Number	Subdivision	Segment Begin Station	Segment End Station	Original Base Tons (Exhibit 14, Part A)	Organic Growth Tonnage (CP-KCS and CN combined)	All Merger Related Growth (CP-KCS, CN)	2027 With All Growth Sources	Pre-Transaction Trains Per Day	Post-Transaction Trains Per Day	Change in Trains Per Day
305-50	STRATHROY	SARNIA_ON	PTHURON_MI	23.19	0.91	0.86	24.95	14.7	14.7	-
358-10	FLINT	BATCREEK_MI	OLIVET_MI	23.15	0.99	3.02	27.16	26.3	26.3	-
358-20	FLINT	OLIVET_MI	POTTERVIL_MI	46.31	1.86	3.02	51.19	27.1	27.1	-
358-25	FLINT	POTTERVIL MI	LANSING MI	23.15	0.99	3.02	27.16	28.0	28.0	-
358-30	FLINT	LANSING_MI	MORRICE_MI	22.37	0.96	3.02	26.35	27.9	27.9	-
358-35	FLINT	MORRICE_MI	DURAND_MI	22.37	0.96	3.02	26.34	26.2	26.2	-
358-40	FLINT	DURAND MI	FLINT MI	34.48	1.38	2.10	37.96	19.0	19.0	-
358-50	FLINT	FLINT MI	DAVISON MI	32.09	1.24	0.86	34.19	14.7	14.7	-
358-60	FLINT	DAVISON_MI	EMMETT_MI	32.10	1.24	0.86	34.20	14.9	14.9	-
358-70	FLINT	EMMETT_MI	TAPPAN_MI	32.09	1.24	0.86	34.19	15.0	15.0	-
358-90	FLINT	TAPPAN MI	PTHURON MI	11.89	0.48	0.86	13.24	21.0	21.0	-
358-110	FLINT	PTHURON_MI	SARNIA_ON	23.19	0.91	0.86	24.95	14.7	14.7	-
359-35	SOUTH BEND	GRIFFITH_IN	SEDLEY_IN	28.39	1.19	3.08	32.66	17.8	17.8	-
359-40	SOUTH BEND	SEDLEY_IN	VALPARAIS_IN	56.79	2.25	3.08	62.12	17.8	17.8	-
359-45	SOUTH BEND	VALPARAIS IN	STILLWELL IN	28.48	1.19	3.08	32.75	18.0	18.0	-
359-48	SOUTH BEND	STILLWELL_IN	SBEND_IN	28.81	1.20	3.08	33.09	19.5	19.5	-
359-50	SOUTH BEND	SBEND_IN	MARCELLUS_MI	22.93	0.98	3.08	26.98	15.7	15.7	-
359-55	SOUTH BEND	CASSOPOLI_MI	SCHOOLCRA_MI	45.82	1.84	3.08	50.73	15.7	15.7	-
359-60	SOUTH BEND	SCHOOLCRA MI	PAVILION MI	22.92	0.98	3.08	26.98	15.7	15.7	-
359-65	SOUTH BEND	PAVILION_MI	BATCREEK_MI	23.45	1.00	3.09	27.54	19.5	19.5	-
360-900	ELSDON	HARVEY_IL	THOJCT_IL	13.18	0.55	1.38	15.11	5.4	5.4	-
360-1000	ELSDON	THOJCT_IL	GRIFFITH_IN	14.57	0.60	1.38	16.55	6.4	6.4	-
365-10	SHORE LINE	MILJCT MI	VINEWOOD MI	9.39	0.38	0.70	10.47	18.7	18.7	-
365-21	SHORE LINE	COOLIDGE_MI	ECORSE_MI	20.22	0.79	0.70	21.71	9.0	9.0	-
365-22	SHORE LINE	COOLIDGE_MI	VINEWOOD_MI	20.22	0.79	0.70	21.71	9.0	9.0	-
365-30	SHORE LINE	ECORSE MI	FN MI	23.03	0.89	0.70	24.62	13.0	13.0	-
365-40	SHORE LINE	FN_MI	WYANDOTTE_MI	8.48	0.35	0.70	9.53	12.5	12.5	-
365-50	SHORE LINE	FN_MI	LANG_OH	10.94	0.41	0.01	11.37	5.3	5.3	-
366-3	FLAT ROCK	FLAROCK_MI	FORDHAVEN_MI	12.24	0.48	0.37	13.09	13.1	13.1	-
366-5	FLAT ROCK	FN MI	FLAROCK MI	12.35	0.48	0.39	13.22	7.4	7.4	-
366-6	FLAT ROCK	FN_MI	FORDHAVEN_MI	2.44	0.10	0.30	2.84	1.0	1.0	-
368-10	HOLLY	DURAND_MI	WATERFORD_MI	12.47	0.55	2.11	15.13	11.0	11.0	-
368-15	HOLLY	WATERFORD_MI	PONTIAC_MI	8.87	0.41	2.11	11.39	11.3	11.3	-
368-30	HOLLY	PONTIAC MI	DETINTTER MI	9.41	0.43	2.11	11.96	20.0	20.0	-
370-20	DEARBORN	FORDHAVEN_MI	WOODHAVEN_MI	4.87	0.21	0.68	5.76	14.1	14.1	-
429-20	RAINY	RANIER_MN	ASHLAKE_MN	77.97	2.94	0.21	81.12	27.6	27.6	-
429-30	RAINY	ASHLAKE_MN	ORR_MN	77.97	2.94	0.21	81.13	27.6	27.6	-
429-40	RAINY	ORR MN	GLENDALE MN	77.97	2.94	0.21	81.13	27.6	27.6	-
429-50	RAINY	GLENDALE_MN	HALEY_MN	78.04	2.95	0.21	81.19	27.6	27.6	-
429-60	RAINY	HALEY_MN	VIRGINIA_MN	78.06	2.95	0.21	81.22	27.6	27.6	-
429-65	RAINY	VIRGINIA_MN	PEARY_MN	52.96	2.00	0.18	55.14	22.5	22.5	-

Segment				Previous Submission - Tonnage (mGTs)				Previous Submission - Trains Per Day		
Segment Number	Subdivision	Segment Begin Station	Segment End Station	Original Base Tons (Exhibit 14, Part A)	Organic Growth Tonnage (CP-KCS and CN combined)	All Merger Related Growth (CP-KCS, CN)	2027 With All Growth Sources	Pre-Transaction Trains Per Day	Post-Transaction Trains Per Day	Change in Trains Per Day
429-70	RAINY	PEARY_MN	SIMAR_MN	37.33	1.41	0.17	38.91	20.1	20.1	-
429-73	RAINY	PEARY MN	MELRUDE MN	43.52	1.65	0.17	45.33	20.1	20.1	-
612-50	CHICAGO	GILMAN_IL	DELREY_IL	23.42	0.89	0.13	24.44	27.2	27.2	-
612-55	CHICAGO	DELREY_IL	LODA_IL	46.83	1.77	0.13	48.73	27.2	27.2	-
612-60	CHICAGO	LODA IL	LEVJCT IL	47.47	1.79	0.13	49.39	27.2	27.2	-
619-10	CHAMPAIGN	LEVJCT_IL	TOLONO_IL	47.81	1.81	0.13	49.75	26.0	26.0	-
619-20	CHAMPAIGN	TOLONO_IL	PESOTUM_IL	47.82	1.81	0.13	49.76	25.6	25.6	-
619-30	CHAMPAIGN	PESOTUM_IL	TUSCOLA_IL	47.82	1.81	0.13	49.76	25.6	25.6	-
619-40	CHAMPAIGN	TUSCOLA IL	ARCOLA IL	48.42	1.83	0.13	50.38	26.5	26.5	-
619-50	CHAMPAIGN	ARCOLA_IL	HUMBOLDT_IL	48.41	1.83	0.13	50.37	26.5	26.5	-
619-60	CHAMPAIGN	HUMBOLDT_IL	DORANS_IL	48.42	1.83	0.13	50.38	26.5	26.5	-
619-70	CHAMPAIGN	DORANS_IL	MATTOON_IL	48.40	1.83	0.13	50.36	26.5	26.5	-
619-80	CHAMPAIGN	MATTOON IL	NEOGA IL	53.07	2.00	0.13	55.20	28.9	28.9	-
619-90	CHAMPAIGN	NEOGA_IL	EFFINGHAM_IL	53.28	2.01	0.13	55.42	30.0	30.0	-
619-100	CHAMPAIGN	EFFINGHAM_IL	WATSON_IL	55.70	2.12	0.49	58.30	31.0	31.0	-
619-110	CHAMPAIGN	WATSON_IL	SANJCT_IL	34.13	1.30	0.47	35.90	23.8	23.8	-
619-115	CHAMPAIGN	SANJCT IL	CENTRALIA IL	12.38	0.48	0.46	13.33	20.7	20.7	-
623-10	EFFINGHAM	EFFYD_IL	NEWTON_IL	4.49	0.18	0.36	5.02	2.4	2.4	-
701-5	CENTRALIA	CENTRALIA_IL	IRVINGTON_IL	28.66	1.17	2.35	32.18	23.4	23.4	-
701-10	CENTRALIA	IRVINGTON_IL	RICHVIEW_IL	26.96	1.10	2.35	30.41	23.4	23.4	-
701-20	CENTRALIA	RICHVIEW IL	BOIS IL	26.96	1.10	2.35	30.41	23.4	23.4	-
701-30	CENTRALIA	BOIS_IL	TAMAROA_IL	26.95	1.10	2.35	30.41	23.4	23.4	-
701-40	CENTRALIA	TAMAROA_IL	DUQUOIN_IL	26.96	1.10	2.35	30.41	23.4	23.4	-
701-45	CENTRALIA	TAMAROA IL	DOWELL IL	27.07	1.09	1.97	30.13	22.2	22.2	-
701-50	CENTRALIA	DOWELL IL	ELKVILLE IL	20.08	0.79	0.95	21.82	18.7	18.7	-
701-60	CENTRALIA	ELKVILLE_IL	CARBONDAL_IL	20.08	0.79	0.95	21.82	18.7	18.7	-
701-65	CENTRALIA	DESOTO_IL	CARBONDAL_IL	10.04	0.41	0.95	11.40	18.7	18.7	-
701-70	CENTRALIA	CARBONDAL IL	COBDEN IL	20.08	0.79	0.95	21.82	12.7	12.7	-
701-80	CENTRALIA	COBDEN_IL	MOUNDS_IL	20.08	0.79	0.95	21.82	12.7	12.7	-
701-85	CENTRALIA	MOUNDS_IL	PULASKI_IL	10.04	0.41	0.95	11.40	12.7	12.7	-
701-90	CENTRALIA	MOUNDS_IL	CAIRO_IL	10.07	0.42	0.95	11.44	14.3	14.3	-
708-10	CAIRO	CAIRO IL	WICKLIFFE KY	9.05	0.38	0.95	10.37	14.3	14.3	-
708-20	CAIRO	WICKLIFFE_KY	BUDA_KY	17.83	0.71	0.95	19.49	14.1	14.1	-
708-30	CAIRO	BUDA_KY	FULTON_KY	8.93	0.37	0.95	10.25	14.3	14.3	-
710-20	FULTON	FULTON_KY	RIVES_TN	52.27	2.00	0.96	55.24	21.3	21.3	-
710-30	FULTON	RIVES TN	NEWBERN TN	52.21	2.00	0.96	55.17	21.3	21.3	-
710-40	FULTON	NEWBERN_TN	CURVE_TN	51.81	1.99	0.96	54.76	20.8	20.8	-
710-50	FULTON	CURVE_TN	MILLINGTO_TN	51.49	1.98	0.96	54.43	20.2	20.2	-
710-60	FULTON	MILLINGTO_TN	WOODSTOCK_TN	25.71	1.00	0.96	27.67	19.9	19.9	-
710-65	FULTON	WOODSTOCK TN	MEMPHIS TN	55.48	2.13	0.96	58.57	22.1	22.1	-
711-80	MEMPHIS	MEMINTTER_TN	LAKEVIEW_MS	6.17	0.26	0.62	7.05	3.3	3.3	-
713-50	GRENADA	CANTON_MS	JACKSON_MS	2.43	0.09	0.02	2.54	2.0	2.0	-
714-10	YAZOO	JACKSON MS	YAZCITY MS	49.01	1.87	0.70	51.59	18.9	18.9	-

Segment				Previous Submission - Tonnage (mGTs)				Previous Submission - Trains Per Day		
Segment Number	Subdivision	Segment Begin Station	Segment End Station	Original Base Tons (Exhibit 14, Part A)	Organic Growth Tonnage (CP-KCS and CN combined)	All Merger Related Growth (CP-KCS, CN)	2027 With All Growth Sources	Pre-Transaction Trains Per Day	Post-Transaction Trains Per Day	Change in Trains Per Day
714-20	YAZOO	YAZCITY_MS	SWALAKE_MS	51.14	1.95	0.71	53.80	19.9	19.9	-
714-40	YAZOO	SWALAKE MS	MARKS MS	51.65	1.97	0.71	54.33	20.4	20.4	-
714-50	YAZOO	MARKS_MS	BANKS_MS	51.60	1.97	0.71	54.28	19.4	19.4	-
714-100	YAZOO	BANKS_MS	LAKEVIEW_MS	51.50	1.97	0.71	54.18	19.1	19.1	-
714-200	YAZOO	LAKEVIEW MS	WJCT TN	19.65	0.74	0.08	20.48	15.2	15.2	-
715-5	MCCOMB	JACKSON_MS	ELTON_MS	16.89	0.65	0.44	17.98	17.1	17.1	-
715-10	MCCOMB	ELTON_MS	CRYSPRING_MS	33.20	1.27	0.44	34.91	15.3	15.3	-
715-20	MCCOMB	CRYSPRING_MS	WESSON_MS	33.44	1.28	0.44	35.16	16.3	16.3	-
715-30	MCCOMB	WESSON MS	CENJCA MS	16.73	0.65	0.44	17.82	16.5	16.5	-
715-40	MCCOMB	CENJCA_MS	SUMMIT_MS	18.70	0.72	0.44	19.87	15.1	15.1	-
715-50	MCCOMB	SUMMIT_MS	FERNWOOD_MS	15.99	0.62	0.44	17.05	15.8	15.8	-
715-60	MCCOMB	FERNWOOD_MS	FRENIER_LA	25.41	0.97	0.44	26.83	13.1	13.1	-
715-70	MCCOMB	FRENIER LA	ORLJCT LA	9.51	0.37	0.44	10.33	9.9	9.9	-
715-80	MCCOMB	ORLJCT_LA	KENNER_LA	9.46	0.37	0.44	10.28	10.0	10.0	-
715-85	MCCOMB	KENNER_LA	MAYYARD_LA	11.20	0.44	0.44	12.08	10.3	10.3	-
719-10	BEAUMONT	JACKSON_MS	STAR_MS	9.22	0.35	0.09	9.65	3.2	3.2	-
719-20	BEAUMONT	STAR MS	SARATOGA MS	9.41	0.36	0.09	9.86	4.1	4.1	-
719-30	BEAUMONT	SARATOGA_MS	HATTIESBU_MS	8.45	0.32	0.09	8.86	5.6	5.6	-
719-40	BEAUMONT	HATTIESBU_MS	BELJCT_AL	5.39	0.21	0.07	5.67	4.0	4.0	-
719-70	BEAUMONT	BELJCT_AL	BAYSHOJCT_AL	4.21	0.16	0.07	4.44	2.5	2.5	-
719-75	BEAUMONT	BAYSHOJCT AL	MOBILE AL	4.21	0.16	0.07	4.44	2.5	2.5	-
724-50	BATON ROUGE	RESERVE_LA	KENNER_LA	23.76	0.90	0.02	24.68	9.9	9.9	-
801-10	WAUKESHA	FORPARK_IL	ROSEMONT_IL	3.40	0.13	0.00	3.54	14.8	14.8	-
801-20	WAUKESHA	ROSEMONT_IL	DESPLAINE_IL	4.86	0.18	0.00	5.05	33.9	33.9	-
801-30	WAUKESHA	DESPLAINE IL	LEITHTON IL	11.38	0.43	0.00	11.82	33.9	33.9	-
801-40	WAUKESHA	LEITHTON_IL	MUNDELEIN_IL	35.79	1.36	0.21	37.36	54.2	54.2	-
801-50	WAUKESHA	MUNDELEIN_IL	GRALAKE_IL	71.52	2.70	0.21	74.43	54.2	54.2	-
801-60	WAUKESHA	GRALAKE_IL	LAKVILLA_IL	35.76	1.35	0.21	37.32	55.6	55.6	-
801-70	WAUKESHA	LAKVILLA IL	DUPLAINVI WI	71.80	2.71	0.21	74.72	27.7	27.7	-
801-75	WAUKESHA	DUPLAINVI_WI	SUSSEX_WI	73.02	2.76	0.21	75.99	29.6	29.6	-
801-85	WAUKESHA	SUSSEX_WI	RUGJCT_WI	72.38	2.73	0.21	75.33	28.4	28.4	-
801-90	WAUKESHA	RUGJCT_WI	LOMIRA_WI	72.43	2.74	0.21	75.38	27.4	27.4	-
801-95	WAUKESHA	LOMIRA WI	BYRON WI	73.02	2.76	0.21	75.99	28.2	28.2	-
801-100	WAUKESHA	LOMIRA_WI	FONLAC_WI	36.51	1.38	0.21	38.11	28.2	28.2	-
801-110	WAUKESHA	BYRON_WI	FONLAC_WI	73.03	2.76	0.21	76.00	28.2	28.2	-
805-10	NEENAH	FONLAC_WI	VANDYNE_WI	72.43	2.74	0.21	75.38	25.2	25.2	-
805-20	NEENAH	VANDYNE WI	BLAWOLF WI	36.21	1.37	0.21	37.80	25.2	25.2	-
805-30	NEENAH	BLAWOLF_WI	NEENAH_WI	72.67	2.74	0.21	75.62	26.5	26.5	-
805-40	NEENAH	NEENAH_WI	STOCKTON_WI	68.47	2.59	0.21	71.27	26.2	26.2	-
811-10	SUPERIOR	STEPT WI	JCTCITY WI	76.88	2.90	0.21	80.00	27.9	27.9	-
811-20	SUPERIOR	JCTCITY_WI	SPENCER_WI	75.34	2.85	0.21	78.40	26.3	26.3	-
811-30	SUPERIOR	SPENCER_WI	OWEN_WI	74.80	2.82	0.21	77.83	26.6	26.6	-

Segment				Previous Submission - Tonnage (mGTs)				Previous Submission - Trains Per Day		
Segment Number	Subdivision	Segment Begin Station	Segment End Station	Original Base Tons (Exhibit 14, Part A)	Organic Growth Tonnage (CP-KCS and CN combined)	All Merger Related Growth (CP-KCS, CN)	2027 With All Growth Sources	Pre-Transaction Trains Per Day	Post-Transaction Trains Per Day	Change in Trains Per Day
811-40	SUPERIOR	OWEN_WI	LADYSMITH_WI	71.09	2.69	0.21	73.99	23.5	23.5	-
811-50	SUPERIOR	LADYSMITH_WI	HAYJCT_WI	71.85	2.71	0.21	74.77	24.8	24.8	-
811-70	SUPERIOR	HAYJCT_WI	SITASCA_WI	70.93	2.68	0.23	73.84	23.1	23.1	-
811-80	SUPERIOR	SITASCA_WI	SUPERIOR_WI	2.93	0.12	0.25	3.31	26.4	26.4	-
811-300	SUPERIOR	SITASCA_WI	SAUNDERS_WI	71.31	2.69	0.17	74.18	20.6	20.6	-
811-400	SUPERIOR	SAUNDERS_WI	STEELTON_MN	74.44	2.81	0.21	77.46	28.6	28.6	-
811-500	SUPERIOR	STEELTON_MN	NOPJCT_MN	79.59	3.01	0.21	82.80	28.6	28.6	-
811-600	SUPERIOR	NOPJCT_MN	ADOLPH_MN	35.62	1.34	0.04	37.00	8.4	8.4	-
834-100	SAUKVILLE	MILWAUKEE_WI	BRODEER_WI	0.10	0.00	0.00	0.10	0.4	0.4	-
834-300	SAUKVILLE	BRODEER_WI	SAUKVILLE_WI	0.21	0.01	0.00	0.22	0.9	0.9	-
845-100	MISSABE	DULUTH_MN	ADOLPH_MN	19.94	0.75	0.05	20.74	17.3	17.3	-
845-250	MISSABE	ADOLPH_MN	FAIRLANE_MN	51.43	1.94	0.04	53.40	15.4	15.4	-
845-300	MISSABE	FAIRLANE_MN	KEENAN_MN	67.37	2.54	0.03	69.94	18.2	18.2	-
845-400	MISSABE	KEENAN_MN	IROJCT_MN	66.87	2.52	0.02	69.41	17.6	17.6	-
845-500	MISSABE	IROJCT_MN	WOLF_MN	92.12	3.47	0.02	95.61	28.2	28.2	-
845-570	MISSABE	WOLF_MN	SHEJCT_MN	65.63	2.47	0.04	68.14	22.5	22.5	-
857-100	KEENAN	IROJCT_MN	HIBBING_MN	0.12	0.00	0.00	0.12	3.9	3.9	-
870-300	LEITHTON	LEITHTON_IL	SPAULDING_IL	61.75	2.33	0.21	64.29	18.8	18.8	-
870-400	LEITHTON	SPAULDING_IL	MUNGER_IL	63.10	2.38	0.21	65.69	21.0	21.0	-
870-480	LEITHTON	MUNGER_IL	WCHICAGO_IL	63.04	2.38	0.21	65.63	22.0	22.0	-
870-500	LEITHTON	WCHICAGO_IL	EOLA_IL	67.04	2.53	0.21	69.79	21.5	21.5	-
870-600	LEITHTON	EOLA_IL	RIVER_IL	77.15	2.91	0.21	80.27	24.1	24.1	-
870-700	LEITHTON	RIVER_IL	WBRIJCT_IL	79.57	3.01	0.23	82.80	28.2	28.2	-
870-800	LEITHTON	WBRIJCT_IL	EBRIJCT_IL	80.15	3.03	0.23	83.41	28.2	28.2	-
870-900	LEITHTON	WBRIJCT_IL	WROMEO_IL	0.66	0.03	0.10	0.78	12.1	12.1	-
871-100	MATTESON	EBRIJCT_IL	JOLYARD_IL	80.33	3.03	0.23	83.60	30.1	30.1	-
871-200	MATTESON	JOLYARD_IL	MATTESON_IL	73.65	2.78	0.22	76.65	23.3	23.3	-
871-300	MATTESON	MATTESON_IL	CHIHEIGHT_IL	46.87	1.84	1.92	50.63	30.8	30.8	-
871-400	MATTESON	CHIHEIGHT_IL	GRIFFITH_IN	47.26	1.85	1.92	51.03	30.8	30.8	-
871-500	MATTESON	GRIFFITH_IN	IVANHOE_IN	49.98	1.89	0.32	52.19	28.8	28.8	-
871-600	MATTESON	IVANHOE_IN	CAVANAUGH_IN	50.55	1.92	0.32	52.78	29.0	29.0	-
871-800	MATTESON	CAVANAUGH_IN	STOCKTON_IN	50.21	1.90	0.32	52.43	28.2	28.2	-
871-1000	MATTESON	STOCKTON_IN	KIRYARD_IN	53.17	2.01	0.32	55.51	35.3	35.3	-
871-1100	MATTESON	KIRYARD_IN	BUFFINGTO_IN	127.65	4.82	0.33	132.80	39.8	39.8	-
873-100	LAKEFRONT	KIRYARD_IN	BUFFINGTO_IN	127.65	4.82	0.33	132.80	39.8	39.8	-
873-200	LAKEFRONT	BUFFINGTO_IN	STOCKTON_IN	1.04	0.04	0.01	1.08	4.5	4.5	-
873-300	LAKEFRONT	BUFFINGTO_IN	INDHARBOR_IN	1.58	0.06	0.01	1.65	4.5	4.5	-
873-400	LAKEFRONT	INDHARBOR_IN	HAMLAKFRO_IN	0.94	0.04	0.01	0.98	4.3	4.3	-
873-500	LAKEFRONT	HAMLAKFRO_IN	SCHICAGO_IL	0.95	0.04	0.01	0.99	4.3	4.3	-

Springfield Transaction Impacted Yards

Yard Location						
Yard Name	FSAC	SCAC	State	State	Latitude	Longitude
INTL FREIGHT GATE	00027	KCS	MO	MISSOURI	38.841	-94.5776
KANSAS CITY	04690	CPRS	MO	MISSOURI	39.1072	-94.5919
SLATER	53930	KCS	MO	MISSOURI	39.2228	-93.0647
MEXICO	53260	KCS	MO	MISSOURI	39.172	-91.8914
ROODHOUSE	12370	KCS	IL	ILLINOIS	39.4846	-90.3734
WOOD RIVER	22650	KCS	IL	ILLINOIS	38.8583	-90.1031
MADISON	22760	KCS	IL	ILLINOIS	38.6569	-90.157
EAST ST LOUIS	22810	KCS	IL	ILLINOIS	38.632	-90.1668
DETINTTER_MI	55604	CN	MI	MICHIGAN	42.464	-83.1272

Springfield Transaction Related Yard Activities

Yard Location	Cars Processed Per Day (Using CP-KCS Amended Operating Plan)								Previous CN Submission		
Yard Name	Base	KCS Organic Growth	2027 No Merger	CP-KCS Merger Related Growth	CN Merger Related Growth	CN Organic Growth	CP-KCS + CN Merger Related Growth	Merger Related Growth Percentage	2027 With Merger	Base, no block swaps	Year 3, no block swaps
INTL FREIGHT GATE	98.0	25.9	123.8	19.3	105.5	4.0	124.8	101%	252.7	102.6	323
KANSAS CITY	2029.3	535.7	2565.0	-67.1	6.8	0.3	-60.3	-2%	2505.0	246.88	253.73
SLATER	53.5	14.1	67.6	0.0	-15.7	-0.6	-15.7	-23%	51.3	32.24	16.56
MEXICO	8.3	2.2	10.5	0.0	0.0	0.0	0.0	0%	10.5	9.09	9.09
ROODHOUSE	13.4	3.5	16.9	0.9	15.2	0.6	16.1	95%	33.6	10.73	25.94
WOOD RIVER	0.6	0.2	0.8	0.2	0.0	0.0	0.2	25%	1.0		
MADISON	0.8	0.2	1.0	0.0	0.0	0.0	0.0	0%	1.0	52.74	52.74
EAST ST LOUIS	124.4	32.8	157.2	0.4	67.2	2.5	67.6	43%	227.4	161.3	254.54
DETINTTER_MI	92.9	0.0	92.9	0.0	29.7	1.1	29.7	32%	123.8	232.4	306.7

Verifications

VERIFICATION

I, Carl Van Dyke, declare under penalty of perjury that the foregoing information is true and correct. Further, I certify that I am qualified and authorized to file this statement.

Executed on this 9th day of June, 2022.

Carl Van Dyke

Résumé of Carl Van Dyke

Mr. Van Dyke is Managing Director of TransNetOpt, a consultancy focused on the use of computers to address transportation network planning and design issues. He is a retired Partner in the Surface Transportation Practice of Oliver Wyman, with a focus on improving the operations and general performance of transportation companies, and railroads in particular. He continues to undertake engagements on behalf of Oliver Wyman in the role of Senior Advisor. Mr. Van Dyke has spent over 40 years focused on the application of computers to transportation planning and operations issues, with particular emphasis on railroad network modeling, service design, train scheduling, line capacity analysis, and equipment management. In 1992, he founded MultiModal Applied Systems, which became part of Oliver Wyman in 2006.

He is best known for leading the design, creation and application of the MultiRail planning products, including both the MultiRail-Passenger Edition and MultiRail-Freight Edition. The Freight Edition has been used by major freight railroads around the world, and has become the tool of choice for special studies such as mergers, privatization studies, operating plan redesigns, and routing/yard investment analysis. Over the past decade, Oliver Wyman-MultiModal has had a hand in the redesign of the operating plans of every major North American railroad, and is now pursuing a similar role in Europe, Africa, and the CIS.

Mr. Van Dyke has designed and implemented over a dozen freight rail, passenger rail, trucking, and container line operations planning models, many of which significantly advanced the state-of-the-art through the use of innovative

algorithms and user interfaces. He also has played a key role in the adoption of algorithm-based methods for the real-time control of car routing and classification at a major North American carrier, and has led the development of a similar system which became the MultiRail-Enterprise Edition. Over the course of his career, he has provided technical assistance to dozens of railroads for the in-house use of MultiRail and other models, including all of the major North American carriers, and a number of commuter operators. The "scheduled railroad" operating plans currently employed by five of the six Class I's were developed using MultiRail and Oliver Wyman-MultiModal's consulting services. Work with CP resulted in winning the 2003 Franz Edelman Prize in Operations Research from the Institute for Operations Research and Management Science (INFORMS).

An integral part of the modeling work undertaken by Mr. Van Dyke has been the analysis of traffic and operating plans related to mergers and reconfigurations of railroads. He first started undertaking this work by participating in the processing of the STB Waybill Sample and full waybill databases from individual railroads while at ALK Associates in the late 1980s. This work included traffic database processing, network traffic flow modeling, and diversion analysis. He went on to fill leading roles in traffic modeling and operating plan development efforts for the UP-SP, NS-Conrail, IC-CN, and CN-BNSF merger filings, as well as developing traffic models for the break-up of the Mexican railroads. Deep experience processing full-year proprietary railroad waybill databases was also gained through numerous projects including operating plan development efforts at Class I's in North America,

and at a variety of railroads in countries such as Sweden, Switzerland, Italy, France, Kazakhstan, Germany, and South Africa.

Over the course of his career, Mr. Van Dyke has become very familiar with the computer systems that drive the operations and planning aspects of numerous railroads in both North America and many other countries around the world. He has worked extensively with the IT departments at many of these railroads in the design and development of a wide variety of systems, and through this process has become familiar with the IT practices and organizations at these railroads. Examples include assistance to Class I's in the design of current production systems, development of roadmaps for systems improvement, and design and development of numerous planning systems.

Mr. Van Dyke's background in equipment management includes directing the design and development of a real-time, intermodal equipment management system for the rail industry, and adapting this model for use by a major steamship line. He also worked on the development of locomotive planning tools that have been applied to a number of major railways worldwide. While at ALK Associates, Mr. Van Dyke also served as President of Fleet Management, Inc., a company providing central management of railway car fleets. Mr. Van Dyke's other areas of expertise include the design and implementation of optimization and heuristic algorithms, logistics and market analysis, network rationalization, traffic analysis, and geographic information systems.

Mr. Van Dyke received an MS degree in civil engineering from MIT, with a concentration in transportation. He graduated *summa cum laude* from the University of Pennsylvania with a BSE in mechanical engineering. He has served on the National Council of the Transportation Research Forum, various Transportation Research Board committees, and was a charter member and former Chairman of the Rail Applications Special Interest Group of INFORMS. MultiRail, based on its impact on the rail industry, was named "technology of the decade" by *Trains Magazine* in November 2010. He is a co-author of a book on the use of operations research in the rail industry, which was published by Springer Verlag in 2015. He makes presentations and writes articles on a regular basis on various transportation analysis topics.

VERIFICATION

I, Derek Taylor, declare under penalty of perjury that the foregoing information is true and correct. Further, I certify that I am qualified and authorized to file this statement.

Executed on this 9th day of June, 2022.

Derek Taylor

Exhibit 13A

Redline of Operating Plan
Compared to Original
February 28 Operating Plan

PUBLIC VERSION

BEFORE THE
SURFACE TRANSPORTATION BOARD

STB FINANCE DOCKET NO. 36500 (SUB-NO. 1)

ILLINOIS CENTRAL RAILROAD COMPANY – ACQUISITION OF A LINE OF RAILROAD BETWEEN KANSAS CITY, MO, AND SPRINGFIELD AND EAST ST. LOUIS, IL – KANSAS CITY SOUTHERN RAILWAY COMPANY

STB FINANCE DOCKET NO. 36500 (SUB-NO. 2)

ILLINOIS CENTRAL RAILROAD COMPANY – TRACKAGE RIGHTS BETWEEN AIRLINE JUNCTION, MO, AND GRANDVIEW, MO – KANSAS CITY SOUTHERN RAILWAY COMPANY

STB FINANCE DOCKET NO. 36500 (SUB-NO. 3)

CANADIAN NATIONAL RAILWAY COMPANY AND ILLINOIS CENTRAL RAILROAD COMPANY – CONTROL – GATEWAY EASTERN RAILWAY COMPANY

STB FINANCE DOCKET NO. 36500 (SUB-NO. 4)

ILLINOIS CENTRAL RAILROAD COMPANY – ASSIGNMENT OF KCS TRACKAGE RIGHTS BETWEEN ROCK CREEK JUNCTION, MO, AND AIRLINE JUNCTION, MO – UNION PACIFIC RAILROAD COMPANY

EXHIBIT 13

OPERATING PLAN FOR SPRINGFIELD DIVESTITURE (INCLUDING ALTERNATIVE OPERATING PLAN PURSUANT TO DECISION NO. 17)

VERIFIED BY CARL VAN DYKE AND DEREK TAYLOR

OPERATING PLAN FOR SPRINGFIELD DIVESTITURE (INCLUDING ALTERNATIVE OPERATING PLAN PURSUANT TO DECISION NO. 17)

Verified by Carl Van Dyke and Derek Taylor

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I. Introduction

Canadian National Railway Company and its U.S. subsidiary, Illinois Central Railroad Company ("ICRR") (referred to collectively herein as "CN"), submits this ~~responsive application~~Amended Responsive Application to ask the Board to condition any approval of the proposed CP and KCS merger on the divestiture to ICRR of the KCS rail lines between Springfield, Illinois and East St. Louis, Illinois on the one hand, and Kansas City, MO, on the other hand (as more particularly described in the Asset Purchase Agreement submitted as Exhibit 2A to the Responsive Application) (the "Springfield Line"), pursuant to the Board's statutory authority to order "the divestiture of parallel tracks" as a merger condition. Divestiture of the Springfield Line will restore and preserve KCS's former competitive route between Kansas City, MO and Chicago, Illinois, will transform what would otherwise become a relatively underused and neglected segment of the combined ~~CPKC~~CP-KCS network, and create a new single line route for traffic moving between Kansas City and points beyond, on the one hand, and Chicago, Detroit, Eastern Canada, and south towards Memphis, on the other. The proposed divestiture does not present any operational challenges – indeed the Springfield Line was once a part of ICRR's rail system.

This amended operating plan is in response to the Board's FD 35600 Decision No. 17 which requested "for the sake of consistency…analysis presented regarding the impacts of any responsive applications, should be assessed using the modeled baseline data

from the Density Workpaper."[1] CP and KCS submitted an amended operating plan for the proposed CP-KCS merger on May 13, 2022 with Errata on May 20, 2022.[2] This amended operating plan for CN ownership of the Springfield Line follows the STB's instructions in Decision No. 17 by using the modeled baseline data submitted with Applicants' May 13 Amended Operating Plan.

The traffic diversion analysis included with this Responsive Application estimates that ICRR would attract more than 49,500 rail cars and rail intermodal units, as well as more than 80,000 automotive and intermodal truck units to the Springfield Line annually.~~[1]~~[3] Moreover, 12,500 containers that are currently routed via congested east coast ports would shift to the Port of Montreal and move to points in the United States via ICRR's Springfield Line. The majority of the diverted shipments would be intermodal traffic, with more than 19,000 assembled auto multilevel cars diverted as well. The anticipated traffic diversions are detailed in Figure 1 and described more fully in the Verified Statement of David Hunt.

Figure 1
Diversions Analysis[4]

	Rail-to-Rail	Truck-to-Rail	Port of Montreal	Total Units
Intermodal Units	31,006	77,771	12,500	121,277
Automobiles	17,903	1,479	-	19,382

[1] STB Finance Docket No. 36500, Canadian Pacific Railway Ltd. – Control – Kansas City Southern, et al, Decision No. 17, April 27, 2022 – hereinafter "STB Decision No. 17", page 4.
[2] "Amended Operating Plan", Verified by Raymond A. Elphick and John F. Orr, Finance Docket No 36500, May 13, 2022 – hereinafter "CP-KCS Amended Operating Plan"; "Errata/Correction" for Finance Docket No. 36500, Canadian Pacific Ry. – Control – Kansas City Southern, May 20, 2022 – hereinafter "CP-KCS Amended Operating Plan Errata/Correction".
~~[1] See Verified Statement of David Hunt~~[3] Canadian National Railway Springfield Line Responsive Application in Docket No. FD 36500, February 28, 2022 – hereinafter "CN's Springfield Line Responsive Application of February 28, 2022", page 1.
[4] See Verified Statement of David T. Hunt in this Amended Responsive Application – hereinafter "Hunt Verified Statement for Springfield Line", page 4 and Exhibit 3-3.

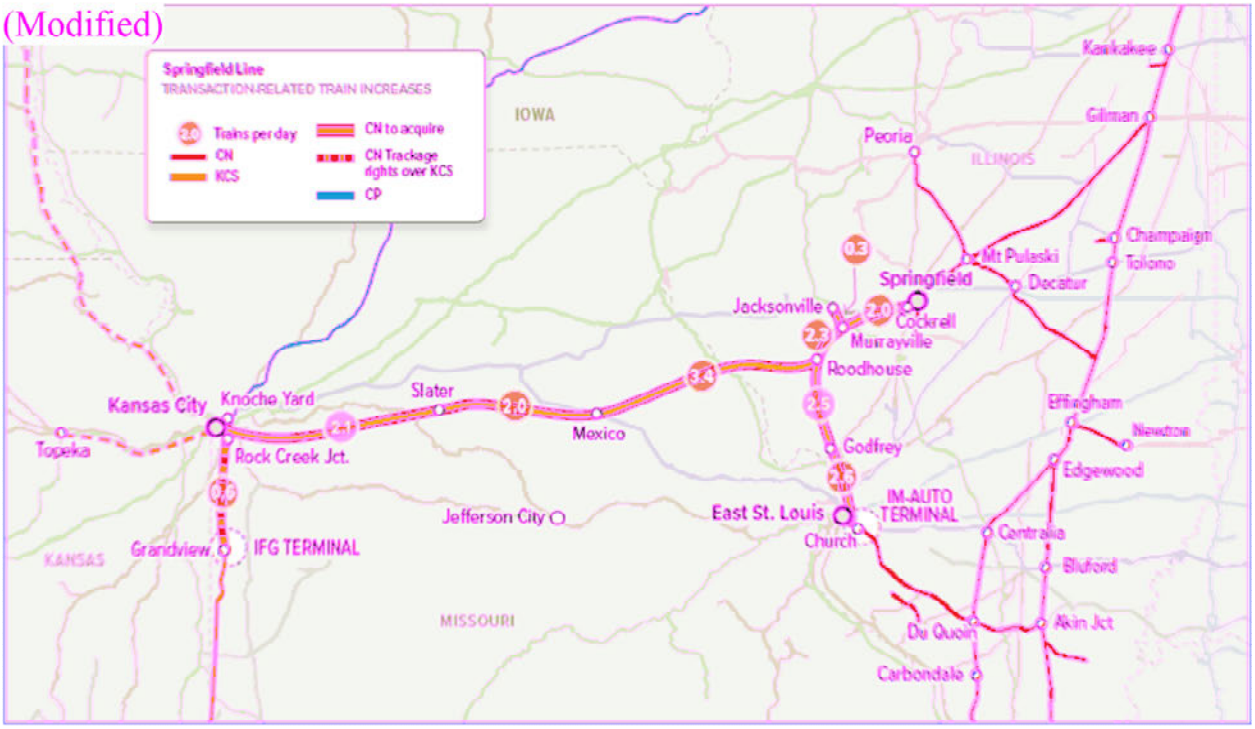
Grain	604	-	-	604
Other	-	890	-	890
Totals	49,513	80,140	12,500	142,153

ICRR's acquisition of the Springfield Line will reduce greenhouse gas emissions by shifting more than 80,000 truckloads off the highway to more environmentally friendly rail service. Although the volume of traffic on the Springfield Line will increase, there will be no adverse impact on operations across the broader network as the projected increase represents only two new daily through trains in each direction—for automotive and intermodal traffic between CN's Markham Yard in Harvey, Illinois and KCS's International Freight Gateway terminal in Grandview, MO ("IFG" or "IFG Terminal"), with connecting service to/from East St. Louis via Roodhouse, IL—and increased local service. Pursuant to a proposed haulage agreement (Responsive Application, Exhibit 2C), existing KCS unit trains would move on the Springfield Line via haulage.

Figure 2[5]

[5] Kansas City – Slater and Roodhouse – Godfrey updated from 2.1 and 2.5 to 1.7 and 2.3 respectively.

Map of Transaction-Related Train Increases on the Springfield Line[6]



[6] Due refinements in CN train counts, the transaction-related train counts for segments Airline Jct to Slater and Roodhouse to Godfrey have been slightly reduced relative to the counts in CN's Springfield Line Responsive Application of February 28, 2022. There are no changes to other transaction-related train counts

Figure 3
Map of Transaction-Related Train Increases on the Gilman Subdivision

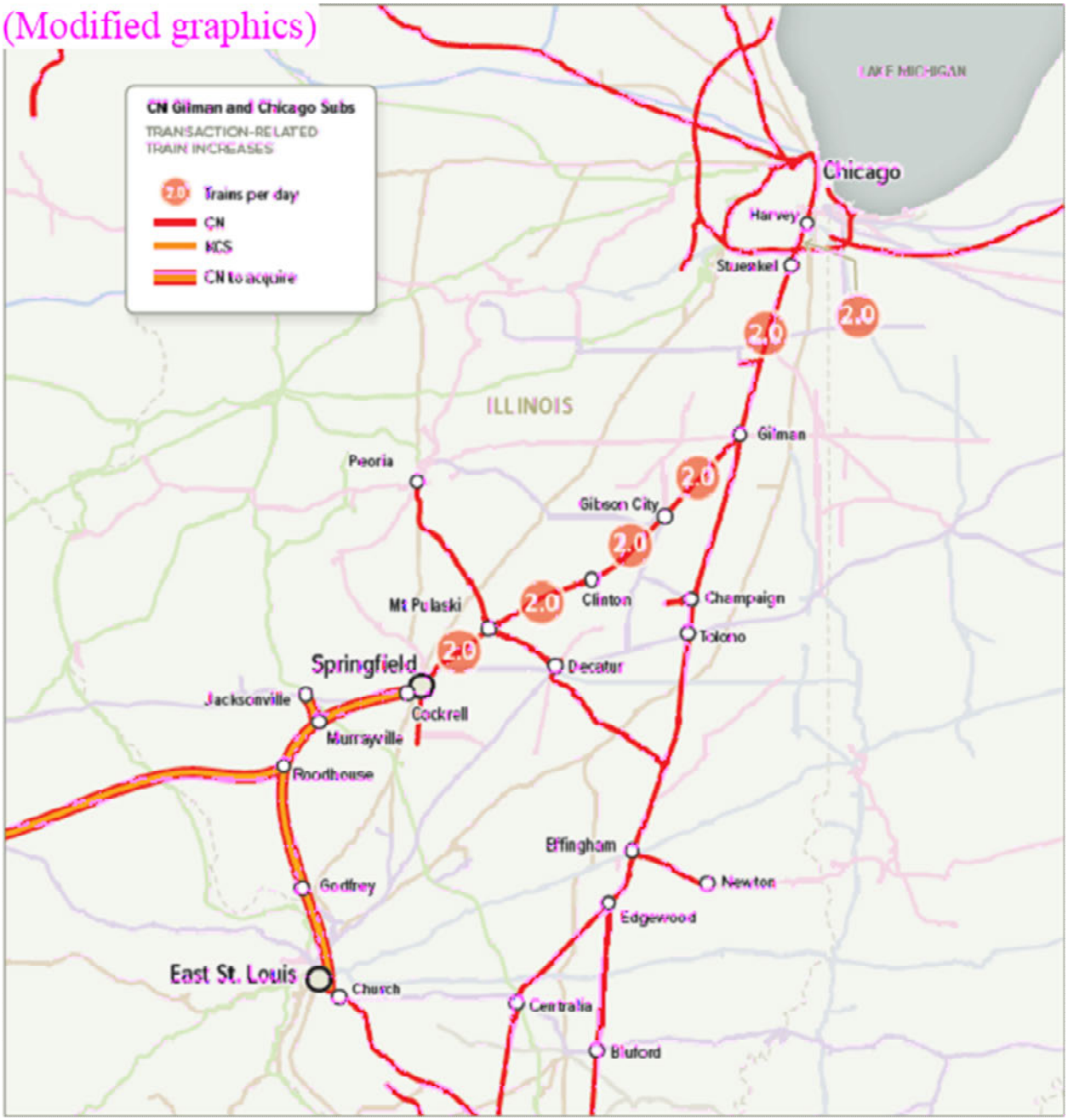


Figure 4
Map of Transaction-Related Train Increases at Memphis Terminal

To handle the increased traffic on an acquired Springfield Line, CN is prepared to make approximately $250 million in capital investments on the Springfield Line and ICRR's adjacent Gilman Subdivision. These capital improvements will include track improvements to increase operating speeds, new

and extended sidings, and the construction of new intermodal and automotive facilities in the existing East St. Louis Yard and at the IFG Terminal.

ICRR will access the Springfield Line via its existing trackage rights over Norfolk Southern ("NS")-owned track as a subtenant of Union Pacific Railroad Company ("UP") as it can today for interchange with KCS.[27] ICRR and KCS currently connect directly in the East St. Louis area at Church, IL.

ICRR proposes to enter into a haulage agreement with KCS that will enable KCS to continue to access all current and future customers on the Springfield Line and to interchange with other railroads at East St. Louis, IL (except for access to CN's new intermodal or automotive facilities at the IFG Terminal and East St. Louis). The proposed transaction also contemplates an assignment of KCS's existing trackage rights over UP between Rock Creek Junction and Airline Junction, MO, so that CN can reach KCS's Knoche and Mill Street Yard (Responsive Application, Exhibit 2D, Docket No. FD 3560 (Sub No. 4)), and a trackage rights agreement pursuant to which ICRR would obtain overhead rights on KCS beyond Airline Junction to reach the IFG Terminal at Grandview, MO (Responsive Application, Exhibit 2B, Docket No. FD 35600 (Sub. No. 2)).[38]

As explained elsewhere in the Responsive Application, CN believes that the proposed divestiture transaction should properly be classified as a "minor"

[27] ICRR obtained these rights pursuant to an October 1, 1994 agreement between a predecessor of UP and NS's predecessor, Norfolk & Western Railway Company. That arrangement was discussed by the Board in Canadian National Ry. Co. – Control – Illinois Central R. Co., 4 S.T.B. 122 at 175, 190-199 (1999).

[38] ICRR would acquire a 50% ownership interest in the IFG Terminal, and would make a capital investment in additional capacity at that facility.

transaction, because the transaction "clearly will not have any anticompetitive effects."[49] This Responsive Application, however, provides all of the information required under the Board's regulations governing "significant" applications, in the event that the Board prefers to evaluate the proposed divestiture condition as a significant transaction.

This Exhibit 13 complies with the requirements for an operating plan set forth in in 49 C.F.R. § 1180.8 (2000). Specifically, it includes

> a summary of the proposed operating plan changes, based on the impact analyses, that will result from the transaction, and their anticipated timing, allowing for any time required to complete rehabilitation, upgrading, yard construction, or other major operational changes following consummation of the proposed transaction.

The plan also "make[s] clear the gains in service, operating efficiencies, and other benefits anticipated."[510] Those requirements specifically enumerated in Section 1180.8 are set forth below.

II. Amended Operating Plan Development

On February 28, 2022, as part of a responsive application requesting that the Board condition any approval of the proposed CP and KCS merger on the divestiture to ICRR of the Springfield Line, Carl Van Dyke and Derek Taylor submitted an operating plan for CN ownership of the line.[11] This Springfield Line Operating Plan was developed using full-year 2019 100 percent waybill data

[49] 49 C.F.R. § 1180.2(b)(1).
[510] 49 C.F.R. § 1180.8.
[11] "Operating Plan For Springfield Divestiture", Verified by Carl Van Dyke & Derik Taylor, Canadian National Railway Springfield Line Responsive Application in Docket No. FD 36500, February 28, 2022 – hereinafter "Van Dyke & Taylor Verified Statement", page 4 and exhibit 3-3.

obtained from the Applicants based on our understanding that "Applicants have indicated that 2019 will be the base year for their impact analysis."[12]

However, Applicants chose not to use the historical 2019 traffic data and instead contrived a "calibrated 2019 Base Year" created using partial year data from 2020 and 2021.[13] The methodology employed by the Applicants in their October 2021 Application before the Board created inconsistencies and confusion, thus prompting the Board to issue Decision No. 17 on April 27, 2022 holding that:

> "Applicants will be required to amend their Operating Plan to include: (1) an explicit identification of the baseline traffic density values used in the Operating Plan calculations and to be used in the environmental review; (2) a comprehensive explanation of how those values were generated; and (3) a comprehensive explanation of the rationale underlying those methodological choices."[14]

In CN's Amended Comments being submitted today in Finance Docket No. 36500, Mr. Van Dyke has explained why the methodology utilized by the Applicants in their May 13, 2022 Amended Operating Plan, as amended in the May 20 errata does not provide the Board with accurate information for assessing the Application. CN has amended our February 28 Springfield Line Operating Plan to comply with the Board's Decision 17 statement:

> "for the sake of consistency, analysis of the Transaction's impacts, as well as analysis presented regarding the impacts of any responsive applications, should be assessed using the modeled baseline data from the Density Workpaper."[15]

Throughout this document we have retained the analysis from our February 28, 2022 statement based on the full-year 2019 100 percent waybill data provided

[12] STB Finance Docket No. 36500, Canadian Pacific Railway Ltd. – Control – Kansas City Southern, et al, Decision No. 3, April 21, 2021 – hereinafter "STB Decision No. 3".
[13] CP-KCS Amended Operating Plan, page 30.
[14] STB Decision No. 17, page 6.
[15] STB Decision No. 17, page 4.

by the Applicants. To be compliant with the Board's request, we have also provided alternative exhibits based on the "calibrated" operating plan statistics provided by Applicants in their Amended Operating Plan of May 13, 2022. To be clear, Applicants did not use the statistics from the Density Workpapers to which the Board referred in their Decision 17, but instead elected to provide an amended version of the Density Workpapers. It is the amended version of the Density Workpapers that we utilized to create the alternative exhibits contained within this Verified Statement and for the preparation of line and yard activity measures provided to the Board's Office of Environmental Assessment. For clarity, the following definitions are used:

- CN Full Waybill Methodology: Refers to the process described herein of using the full-year 2019 historical waybill data provided by Applicants to develop and assess CN's Springfield Line Operating Plan (also called the "CN Methodology").
- CP-KCS Calibration Methodology: Refers to metrics contained in this statement that rely on the Applicant's "calibrated" Base Year approach that relies on data from October 2020, and early 2021 (using no traffic or train data from 2019) – also called the "CP-KCS Methodology."

Note that our inclusion of analyses based on the CP-KCS Calibration Methodology does not imply that we agree with the methodology. We are providing the alternative analyses for the "sake of consistency" and in accordance with the Board's Decision 17.

III. ~~II.~~ Qualifications and Background

This Operating Plan (Exhibit 13) is sponsored by Carl Van Dyke of Oliver Wyman and Derek Taylor, Vice-President, Operational Excellence, for CN. In

preparing the Operating Plan, those individuals consulted and worked closely with each other and with marketing and operating personnel at CN. They used publicly-available KCS data—as well as data in the ~~CP/KC~~CP-KCS application and materials produced in discovery—to create both the pre-transaction and post-transaction Operating Plans. As described further below, Messrs. Van Dyke and Taylor utilized Oliver Wyman's MultiRail Network Planning Software ("MultiRail") to develop robust post-transaction blocking and train service plans for the post-transaction CN system.

A. Carl Van Dyke

My name is Carl Van Dyke. I am a retired Partner of Oliver Wyman, a global management consulting firm. I have more than 40 years of consulting experience with the application of computer programs to transportation planning and operations issues, with particular emphasis on railroad network modeling, service design, train scheduling, line capacity analysis, and equipment management.

Prior to joining Oliver Wyman in 2006, I founded MultiModal Applied Systems in 1992, a software development company that designed and built the initial versions of the MultiRail software. During the 14 years I served as President of MultiModal Applied Systems, MultiRail was installed and used by every major North American railroad, as well as many other railways around the world. In 2006, MultiModal was acquired by Oliver Wyman.

Prior to founding MultiModal, I worked for ALK Associates, a railway-focused transportation consulting firm, for more than 6 years, including 4 years as a Vice-President.

As a Partner at Oliver Wyman, I was responsible for the marketing and implementation, including detailed operations planning, of MultiRail to major railways around the world.

Under my leadership, Oliver Wyman-MultiModal was involved in the redesign of the operating plans of every major North American railroad and similar operating plan redesign projects in Europe, Africa and the Commonwealth of Independent States. We also assisted in developing the operating plans supporting the STB applications for the following transactions: Union Pacific/Southern Pacific, Canadian National/Illinois Central, Norfolk Southern/Conrail, and (proposed) Burlington Northern Santa Fe/Canadian National mergers. In addition, we performed similar operating analyses in connection with the privatization of the Mexican railways. This interaction with various railway systems has given me a deep knowledge of the inner workings of the real-world operations control systems utilized by railroads in North America, Europe, the CIS and South Africa.

I earned a Master of Science Degree in Civil Engineering/Transportation from Massachusetts Institute of Technology and a Bachelor of Science in Engineering in Mechanical Engineering, summa cum laude, from the University of Pennsylvania.

A copy of my CV is attached hereto.

I am sponsoring elements of the Operating Plan that relate to ICRR's proposed operations over the Springfield Line.

B. Derek Taylor

My name is Derek Taylor. I was appointed Vice-President, Operational Excellence, for CN in September 2021. In this role, I am responsible for driving continuous improvement across CN's key operating metrics. I am a proven and experienced railroad operator with over 20 years of experience at CN.

I joined the Company as Management Trainee in Winnipeg in 2000 and moved to progressively more senior roles. Prior to my current role, I served as Vice-President, Eastern Region (2019-2021), Vice-President, Southern Region (2018-2019), General Manager of the Regional Operations Center, Southern Region (2016-2018), General Manager, Midwest Division (2012-2016), General Superintendent of BC South and the Greater Vancouver Terminal (2009-2012), and Superintendent for the Memphis Zone (2005-2009). Most of my 20 plus years of railroading experience with CN has been spent on the ICRR main line between Chicago and New Orleans, which branches to Springfield, IL And East St. Louis, IL, where it connects with the KCS Springfield Line.

I earned a Bachelor of Arts degree at DePauw University in Indiana.

I am sponsoring elements of the Operating Plan that relate to CN's current and proposed future operations and CN's capital and labor plans for the Springfield Line.

I have previously testified before the STB on Oversight Hearing on Demurrage and Accessorial Charges, STB Ex Parte No. 754 (2019).

IV. ~~III.~~ Data Sources and Methodologies

The CN Operating Plan for the Springfield Line was developed by a team of experienced CN operating employees, under the supervision of Derek Taylor, in conjunction with railroad operations experts at Oliver Wyman. This "Operating Plan team" focused on blocking, train scheduling, network capacity and capability, yard and terminal operations, and existing plant and facilities, as well as capital improvements necessary to execute the Operating Plan and maintain fluid train service. CN's current standards for train operations, maintenance, and equipment utilization were applied in developing the Operating Plan for the Springfield Line. The data sources used and methodology applied to develop the plan are described below.[~~6~~16]

A. Traffic Data Sources

To develop Base Year 2019 carload volumes, we analyzed the 2019 full-year CN waybill data and the 2019 full-year waybill data for CP and KCS. The CPKC data was provided by Applicants' consultants, in exchange for provision of the CN 2019 waybill data to them. Additional CP and KCS waybill data were obtained from the Applicants' work papers.[~~7~~17] In the case of CN, we used the full system 2019 traffic data to represent the entire CN network and pre-transaction operating plan.

[~~6~~16] See also "HC – (Amended) Springfield Line Network and Traffic Development for MultiRail – Methodology.pdf" in the workpapers for more technical details and associated data inputs and outputs.

[~~7~~17] See FD 36500 – Work Paper, "HC – 2019_CONSOLIDATED_CPKCS_DATA_MASTER.txt."

For the proposed CPKC, we used only the traffic expected to traverse the Springfield Line.

Since the filing of the "Operating Plan for Springfield Divestiture" on February 28, 2022, CP and KCS submitted an amended operating plan on May 13, 2022 and issued an Errata on May 20, 2022.[18] We have reviewed the amended plan and errata, and adjusted the CN Springfield Line Operating Plan to reflect the amended data submitted by CP-KCS.

The CP and KCS amended plan, referred to as CP-KCS Calibration Methodology throughout this document, is based on October 2020 waybills for scheduled trains (manifest and intermodal) and observed unit train operations from early spring 2021 for the bulk traffic (without using actual waybills for the unit train traffic).[19] This sampling of traffic and trains was then "calibrated" to match full-year 2019 gross ton miles by applying global scaling factors at a line segment level. No "calibration" was performed on train counts or yard volumes, so it appears they represent a mix of October 2020 and early 2021 values.[20] Although this "calibration" methodology has created obvious inaccuracies at a segment and yard level (see Van Dyke Third Verified Statement, June 9, 2022[21]), we have provided a parallel assessment of the Springfield Line Divestiture using both the

[18] CP-KCS Amended Operating Plan; CP-KCS Amended Operating Plan Errata/Correction.
[19] CP-KCS Amended Operating Plan, paragraphs 82 and 83.
[20] CP-KCS Amended Operating Plan, paragraph 93.
[21] CN Comments on CP-KCS Application in Docket No. FD 36500, June 9, 2022. Verified Statement of Carl Van Dyke – hereinafter "Van Dyke Third Verified Statement".

full 2019 waybill files building upon our February 28, 2022 statement and using the CP-KCS Calibration Methodology from the May 13, 2022 CP-KCS Operating Plan.

To determine changes in post-transaction traffic for CN, we utilized the results of the CN Springfield Line traffic diversion study,[822] adding this traffic to the KCS Base Year traffic on the Springfield Line in 2019. For CPKC, we identified the traffic projected to use the Springfield Line in the CPKC traffic studies,[923] and added this traffic to the Base Year traffic. ~~We~~While we also added an allowance for organic growth to the CPKC traffic volumes in ~~order to assure sufficient capacity to handle all of the traffic likely to traverse the Springfield Line post divestiture. The organic growth factor we used was the CP/KC application assumed {{ }} rate~~our original February 28 version of the operating plan, we have removed these organic growth volumes from this amended operating plan in order to be consistent with the approach taken by CP-KCS in their amended operating plan of May 13, 2022. For the CN Full Waybill Methodology we excluded organic growth in the main line segment and yard activity statistics, but included organic growth in the numbers provided to the OEA to be consistent with the CP-KCS amended operating plan. In the CN Full Waybill Methodology, we used a {{ [redacted] }} organic growth rate over 3 years, and a {{ [redacted] }} growth rate over 5 years as specified in the CP-KCS work papers, although there are significant concerns as to the achievability of ~~that~~

[822] See Hunt Verified Statement ~~of David Hunt~~for Springfield Line.

[923] Source: Diversion traffic from ~~CP/KC~~CP-KCS Application workpapers: "HC - 1.Proposed Final FTI Rail to Rail Diversion Results for Merger Application 10_21_20 UPDAT_TRUK_REV"; "HC - 8 - Diversion Identification.xlsx;" "HC – 10b - Grain Diversion Worksheet.xlsx"; "HC – 10a - Lumber Diversion Worksheet.xlsx."

~~figure.~~[10] these figures.[24] For the CP-KCS Calibration Methodology we used the growth rates provided in the CP-KCS work papers filed May 13, 2022.

For the CP-KCS Calibration Methodology updates provided in this statement, many of the baseline CP and KCS line segment densities and yard activity values have changed based on the May 13, 2022 Amended Operating Plan. However, the traffic diversions and growth of CN traffic from the divestiture are identical to the projected CN traffic reported in our February 28, 2022 statement. In other words, changing the CP-KCS base did not change our estimates of projected CN traffic.

B. Operating Data Sources

The Operating Plan team used ~~the~~what is now Exhibit 14 Part A in the May 13, 2022 CP-KCS Amended Operating Plan as a source of 2019 density maps and tables as published in the ~~CP/KC~~CP-KCS Application[11][25] as a cross-check against the traffic data for CPKC and have included this data in the Responsive Application. We also include the revised "Base Year" density data CP-KCS published as part of their May 13, 2022 Amended Operating Plan in both Exhibit 14 Part B and Appendix T, and utilized this data in many of our alternative impact assessments. We also obtained the historic line density data for CN for the years

~~[10] See "HC - Review of Growth Factors in CPKC Application.pdf."~~

[24] See "HC - Review of Growth Factors in CPKC Application.pdf."

~~[11] CPKC filing, App Vol 2, p.461~~[25] CP-KCS Application Vol. 2, STB Finance Docket No. 39500, October 29, 2022 – hereinafter "CP-KCS Application Vol. 2", page 461; CP-KCS Application Vol. 2, Exhibit 14 Density Chart, Exhibit 14, ~~p.~~page 505; CP-KCS Amended Operating Plan, Exhibit 14 Part A Density ~~Maps~~Chart (Adjusted based on CP-KCS Amended Operating Plan).

2019 through 2021.[12][26] The 2019 density data provided the base values for the line density information in this responsive application for the lines currently operated by CN. For the CP-KCS Calibration Methodology, as noted above, we utilized the density data in Appendix T of May 13 Amended Operating Plan. Other resources included KCS and CN timetables,[13][27] Google Maps, and internal knowledge of KCS operations based on our experience in the industry.

A summary of the KCS train plan for the Springfield Line, as well as for the Kansas City and East St Louis areas, was produced by KCS late in the discovery process as we prepared for our February 28, 2022 filing, well after we had to commence development of the Springfield Line Operating Plan to comply with the procedural schedule in this proceeding. We reviewed the late-produced information and aligned our base Operating Plan to be consistent with that information to the extent possible given the time constraints.

The Operating Plan for the full CN network is based on a combination of a partial loading of the 2021 CN Operating Plan from the CN production system and extensive manual review and refinement to match that plan to the 2019 full-year traffic data. This base Operating Plan is complete with respect to all aspects of CN's operations, including local trains, manifest trains, intermodal trains, and unit trains. Oliver Wyman validated that this plan produced aggregate statistics for

[12] ~~See~~[26] CP-KCS Amended Operating Plan, Exhibit 14 Part A Density Charts ~~in Appendices~~(Adjusted based on CP-KCS Amended Operating Plan).

[13][27] See "CN Timetables.zip" and "KCS Timetable No. 15_Highly_Confidential_June 9 2020.pdf."

car-miles, gross-ton-miles ("GTMs"), and train-miles to within +/- 5 percent of historic values from 2019.

C. Methodology

The CN pre-transaction base plan was extended by adding in elements of the KCS network associated with the Springfield Line, along with the KCS traffic associated with this line.[~~14~~28] Using MultiRail, a pre-transaction Operating Plan for the KCS Springfield traffic was created based on our general understanding of KCS's current operating strategy for the line, augmented by a more detailed description of the trains operated by KCS that was obtained in discovery. The pre-transaction Operating Plan was then adjusted as necessary to create a post-transaction Operating Plan incorporating the new post-merger CPKC and CN traffic, and the assumption of operating control for the Springfield Line by CN.

1. MultiRail

In developing the pre- and post-transaction Operating Plans, the Operating Plan team used the software application MultiRail to develop local, carload, and intermodal blocking and train service plans for the Springfield Line, as well as a set of dedicated unit trains to handle the unit grain movements that originate/terminate on the Springfield Line. As the Board has observed:

> "MultiRail computer software is a modeling tool that generates car classification and blocking service plans for a selected traffic group, based upon the characteristics of the traffic, the railroad's network configuration, and customer service requirements. Operating experts can

[~~14~~28] See "HC - (Amended) Springfield Line Network and Traffic Development for MultiRail – Methodology.pdf" for MultiRail process.

> develop the costs for such blocking and train service plans without the assistance of software, but the use of software like MultiRail can be used to facilitate this process. MultiRail is used to help develop a comprehensive blocking and train service plan, which then establishes the requirements for the network of yards and other facilities necessary to serve the selected traffic."[15][29]

MultiRail is commercially available software developed and owned by Oliver Wyman. All the North American Class I railroads have used MultiRail for various network planning and service design purposes over the past 30 years. Blocking plans and train schedules based on MultiRail have been presented in a variety of prior Board proceedings.[16][30] The use of MultiRail in railroad merger proceedings is well established and recognized by the Board, as the program has been used to develop operating evidence in the NS-Conrail, Union Pacific-Southern Pacific, and Canadian National-Illinois Central merger proceedings.[17][31]

2. Base Year 2019 Traffic

The year 2019 was selected as the pre-transaction Base Year, consistent with the Base Year ~~used~~selected by CP and KCS ~~in~~for their application. STB waybill data, TransSearch data, and Freight Analysis Framework truck and rail data are all available for 2019. In addition, 2019 data reflects the most recent year of

[15][29] E.I. DuPont de Nemours and Co. v. Norfolk Southern Ry., Docket No. 42125, at 31 (STB served Mar. 24, 2014) (internal footnote omitted).

[16] ~~Id.~~[30] E.I. DuPont de Nemours and Co. v. Norfolk Southern Ry., Docket No. 42125, at 31 (STB served Mar. 24, 2014) (internal footnote omitted). ("The Board has allowed the use of MultiRail to create blocking plans in other types of proceedings, and we conclude that its use here is permissible.") (internal footnote omitted).

[17][31] See Finance Docket No. 33556, Railroad Control Application, Surface Transportation Board, July 1998, Volume 2, pp. 5-6 (CN-IC merger) and Finance Docket No. 33388, Railroad Control Application, Surface Transportation Board, June 1997, Volume 3B, p. 7 (Conrail merger).

"normal" pre-pandemic rail traffic, as the traffic and operations of all rail carriers including CN and KCS, were significantly impacted by the COVID-19 pandemic in 2020.

As discussed above, 100 percent of CN full-year 2019 waybill data for loaded movements was used to develop Base Year traffic flows for the pre-transaction CN Operating Plan. Base Year CN empty flows were generated based on historic empty return ratios for CN, by reverse routing each loaded flow and using the appropriate empty/loaded ratio to adjust the reverse routed movement's car volume. Loaded unit train movements were reverse routed using an assumed 100 percent empty return ratio.

Historic CN slot utilization data and intermodal railcar tare weights and lengths were used to estimate the proportion of each railcar's length and weight that should be assigned to each intermodal container shipment. Thus, our intermodal movement unit counts are expressed in containers, while the associated gross weight represents the container plus its share of the associated railcar. Likewise, the railcar length for each container is based on the share of each railcar associated with a container (e.g., a typical railcar length of 35-36 feet is associated with each container).

For the pre-transaction KCS traffic used in the CN Full Waybill Methodology, we used the 100 percent CP and KCS 2019 full year waybills for both loaded and empty movements as our starting point. This data had been at least partially cleaned and adjusted by CP and KCS to eliminate duplicate records for

shipments that moved on more than one of the CP and KCS merging railroads.[~~18~~32] These data were examined, and all movements that originated, terminated, or interchanged at a point on the Springfield Line were identified. This subset of traffic became the 2019 base traffic set for the pre-transaction Operating Plan.

For the CP-KCS Calibration Methodology we made adjustments necessary to reflect the base and organic growth values in the CP-KCS Amended Operating Plan of May 13, 2022 and Errata of May 2022, in particular the Amended Master Segment Table in Appendix T.

Intermodal volumes for CP and KCS in the CN Full Waybill Methodology are expressed in containers to be consistent with the representation of the CN Base Year traffic. We applied the same statistical standards used by CP and KCS for intermodal shipments in their Application, which included a railcar length per container of {{[redacted]}} feet, and a railcar tare weight per container of {{[redacted]}} tons, and an aggregate tare weight of {{[redacted]}} tons for railcar plus container.[~~19~~33] For the alternative views of line densities and yard activity levels designed to be consistent with the CP-KCS Calibration Methodology, the intermodal traffic was restated in terms of a statistical double stack car having {{[redacted]}} platforms, carrying {{[redacted]}} containers, and having a length of {{[redacted]}} feet.[34]

[~~18~~32] See "HC - (Amended) Springfield Line Network and Traffic Development for MultiRail – Methodology.pdf."
[~~19~~33] See "HC - Intermodal to Railcar Conversion Factor Source Compilation.pdf."
[34] See "HC - Intermodal to Railcar Conversion Factor Source Compilation.pdf."

3. Pre-Transaction Operating Plan

The pre-transaction full year 2019 traffic database was loaded into MultiRail. We did not attempt to merge movements that interchanged between CN and KCS at Springfield or East St Louis, so that these moves were left as two separate moves on their respective railroads, with the end of one move being the same location as the start of the other move. This was estimated to affect approximately three cars per day.

To model the pre-transaction operations for each railroad in MultiRail, we also needed to develop a "digital rail network" for CN and the KCS Springfield Line. CN provided the Operating Plan team with a MultiRail network previously prepared by CN. That network was augmented by manually encoding the Springfield Line network, plus selected additional stations in the Kansas City area, such as IFG and Knoche Yard, yielding the entire network that was relevant for purposes of developing the Springfield Line Operating Plan.

Oliver Wyman, supported by planning experts at CN, then carried out the detailed task of matching, at the Freight Station Accounting Code ("FSAC") level, the traffic data for each carrier with the MultiRail network.[2035] Mismatches were resolved so that the origin and destination of all traffic movements in the pre-transaction traffic database could be assigned to a MultiRail location.

[2035] See "HC - (Amended) Springfield Line Network and Traffic Development for MultiRail – Methodology.pdf" for technical details.

Based on our review of the ~~CP/KC~~CP-KCS Application and associated work papers, the ~~CP/KC~~CP-KCS traffic for the Springfield Line, our knowledge of current KCS operations on the Springfield Line gained from experience in the industry, and a description of the current KCS train service for the Springfield Line, Kansas City area, and East St. Louis area produced by KCS, we developed our best estimate of the current KCS blocking and train services for the Springfield Line.[~~21~~36] This included both local and manifest scheduled trains, and a set of (unscheduled) unit trains primarily to serve grain and other bulk customers located on the Springfield Line. We attempted to cross-check the results of this effort to the gross tons and trains per day reported by KCS, with the foreknowledge that the ~~CP/KC~~CP-KCS values might be less than reliable.[~~22~~37] We believe that, based on our knowledge of this line and associated traffic, our Base Year Operating Plan fairly represents the actual KCS operations that took place on the Springfield Line in 2019.

Despite the foregoing we provide an alternate view of train activities and other metrics in the CP-KCS Calibration Methodology view, which uses CP-KCS provided Base Year train counts, line densities and cars handled metrics (primarily from Appendix T of the CP-KCS May 13, 2022 Amended Operating Plan.[38]

We used the algorithms and diagnostic capabilities in MultiRail to ensure that all of the pre-transaction traffic using the Springfield Line was being moved in

[~~21~~36] See workpapers and documents related to generating Operating Plan metrics from MultiRail: "HC - (Amended) Operating Metrics – Estimation of Line Density and Train Counts Methodology.pdf" and "HC - (Amended) Operating Metrics – Estimation of Yard Activity.pdf."

[~~22~~37] Concerns with the methodology used by CP and KCS are described in Appendix A of ~~the~~this Operating Plan; Further explained in Van Dyke Third Verified Statement.

[38] CP-KCS Amended Operating Plan; CP-KCS Amended Operating Plan Errata/Correction.

a logical and efficient manner, and that no traffic was stranded because of gaps in the Operating Plan. MultiRail diagnostics included identification of out-of-route or circuitous movements, blocks not assigned to trains, and traffic unable to depart its origin. Train sizes in terms of weights and lengths were also checked to ensure that they were within expected ranges. Yard volumes were inspected and were consistent with expectations.

Output reports from this final version of the "pre-transaction" MultiRail Operating Plan included switching volumes for each yard, unit loadings for each intermodal terminal, train movements/counts, train-miles, and GTMs for each line-of-road corridor.

We did not create an alternative operating plan to support the CP-KCS Calibration Methodology alternative view of the base year operating plan. Instead, we adjusted the results of the MultiRail analysis, or in some cases replaced the MultiRail analysis outputs, to be consistent with the CP-KCS provided metrics.

4. Post-Transaction Traffic and Operating Plan

The post-transaction Operating Plan reflects the third year of combined operations (2025), which is the expected year of fully implemented post-transaction operations. To develop the traffic base for Year 3 post-transaction operations, a separate process was followed for the CN and CPKC components of the traffic.

No organic growth factor was applied to the CN traffic on the Springfield Line. Instead, we expect CN to develop the new market opportunities arising from the Springfield Line over several years. Thus, our post-acquisition traffic for CN

represents the projected transaction related full phase-in of the traffic identified in CN witness Hunt's traffic diversions study.[23][39]

To take this traffic into account, each new traffic movement identified in the CN traffic study was examined, and the starting and ending location of each movement on the CN network was identified. Based on this information, the traffic movement was added to the pre-transaction 2019 traffic already in MultiRail. The vast majority of the post-transaction diverted traffic is intermodal and automotive, with some smaller volumes of carload traffic, primarily grain.

Because the new traffic identified by Mr. Hunt only represents loads, a corresponding set of empty movements was generated. For multilevel traffic, we applied CN's historical system average 2019 empty/loaded mileage ratio of {{ }} percent. Based on this value, we created a reverse route movement for every loaded movement that had {{ }} percent of the loaded movement's volume. For intermodal traffic, we looked at the total number of intermodal containers originating and terminating on the line and, based on the net difference, determined a backhaul percentage of {{ }}%,[24][40] which was used to create reverse route empty movements in one direction only. For all other traffic, we created reverse routed empty

[23] ~~The methodology employed and result of CN's traffic diversion study are detailed in the~~[39] See Hunt Verified Statement ~~of CN witness David Hunt in support of this Responsive Application. See STB Finance Docket No. 36500 (Sub No. 1)~~for Springfield Line.

[24][40] See "HC - (Amended) Springfield Line Network and Traffic Development for MultiRail – Methodology.pdf."

movements using a {{ }} percent empty/loaded ratio. Car gross weights and lengths were based on statistical averages by shipment type.[25][41]

~~For CPKC~~In our February 28, 2022 version of the operating plan, for CP-KCS traffic that would move under the proposed haulage agreement, we took two actions to represent post-acquisition traffic volumes. First, for existing traffic, both loaded and empty, we increased the CPKC 2019 base traffic volumes by {{ }} percent, based on the organic growth rate assumed by CPKC and set forth in the CPKC System Model for 2025.[26]~~CPKC's~~ [42] CP-KCS's projected organic growth traffic was included to demonstrate that the Springfield Line will have sufficient capacity to accommodate ~~CPKC's~~CP-KCS's assumed organic growth. However, for both our restated operating plan using the CN Full Waybill Methodology, and for the alternative operating plan using the KCS Calibration Methodology presented herein, we removed this organic growth after determining that CP-KCS did not include organic growth in the "Year 3" view of their May 13, 2022 Amended Operating. For the CP-KCS Calibration Methodology we utilized the organic growth values reported in Appendix T of the May 13, 2022 Amended Operating Plan where organic growth was required to be reported.

[25] ~~Id.~~[41] See "HC - (Amended) Springfield Line Network and Traffic Development for MultiRail – Methodology.pdf."

[26] ~~CN does not believe the {{ }} organic growth rate is appropriate or realistic given historic organic growth numbers. However, for consistency with the CP/KC Application, CN has used it here. See "CN WP HC Review of Growth Factors in CPKC Application.pdf."~~

[42] CN does not believe the {{ }} organic growth rate is appropriate or realistic given historic organic growth numbers. However, for consistency with the CP-KCS Application, CN has used it here. See "HC - Review of Growth Factors in CPKC Application.pdf."

Next, we identified the small amount of traffic from the ~~CP/KC~~CP-KCS traffic diversion study that would use the Springfield Line, and added those movements to the 2019 KCS base traffic. Because the traffic in CPKC's traffic study was loads only, we also created a set of empty movements using a simple 100 percent reverse route approach. The gross weights and car lengths for the CPKC traffic are based on a mix of MultiRail sample data provided in the ~~CP/KC~~CP-KCS Merger Application workpapers and CN's full 2019 Waybill file.[~~27~~43]

For the CP-KCS Calibration Methodology we substituted the CP-KCS unit train growth estimate contained in their May 13, 2022 Amended Operating Plan in lieu of us applying the {{ }} growth rates from the October 29, 2021 CP-KCS Application.

Using the 2019 KCS traffic on the Springfield Line as the starting point for the CN Full Waybill Methodology, we developed a post-transaction traffic file incorporating (1) forecasted ~~CPKC~~CP-KCS organic growth (no longer used in this Springfield Line updated operating plan) and (2) likely diversions from trucks and other rail carriers for ~~CPKC~~CP-KCS and CN. Then, we proceeded to construct a post-transaction Operating Plan that would transport that traffic safely and efficiently. In doing so, the Operating Plan team generally followed the same methodology as was used in preparing the pre-transaction Operating Plan. For the CP-KCS Calibration Methodology we substituted the revised KCS base trains from

[~~27~~43] See "HC - (Amended) Springfield Line Network and Traffic Development for MultiRail – Methodology.pdf" for more details on data sources and processes used.

the CP-KCS trains per day by line segment statistics.[44] Changing the base numbers did not impact our projected CN growth over the Springfield Line.

Specifically, the post-transaction traffic file was run through MultiRail's planning algorithms, using the pre-transaction blocking and train plans for each railroad already loaded in the MultiRail model. Based on the outputs of this initial iteration, we identified which elements of the existing KCS Springfield Line plan could be retained and which would need to be adapted to fit into CN's Operating Plan, and where additional train service would be justified.

For example, we retained all the existing KCS unit trains, on the assumption that these would continue to be operated by ICRR under the haulage agreement using KCS locomotives and equipment, while moving on the Springfield Line. We also retained the concept of a pair of daily trains between Kansas City/IFG and East St. Louis, although we converted these trains to purely manifest trains going to Kansas City, not the IFG Terminal, as KCS does today. We introduced a pair of new through trains for automotive and intermodal traffic from CIT to IFG Terminal (and in reverse), with connecting service to/from East St. Louis via Roodhouse, IL. Various other adjustments were made to improve service between points on the CN network and East St. Louis/Kansas City, and ensure that all local customers would be appropriately served.

[44] See Work paper "24.1.1.9-Trains Per Day and Gross Ton Miles.xlsx".

For CP-KCS Calibration Methodology we substituted the CP-KCS base and post-transaction unit train counts for those that we developed independently in MultiRail using full year traffic.

Throughout this design process, we carefully checked the expected sizes of trains to ensure they would be within the anticipated limits for length and weight, that the blocking plan was feasible, and that increased yard volumes could be accommodated. The changes in GTMs, car-miles, location-based volumes, train schedules, and other operating plan attributes were used by the teams examining capital needs and labor impacts. A summary of labor impacts and equipment impacts, as well as the post transaction capital investments in the physical plant that CN proposes to make to the Springfield Line and ICRR's adjacent Gilman Subdivision, are all described herein.

5. Post-Transaction Operating Plan Implementation

The post-transaction Operating Plan for the Springfield Line would not be fully implemented on "Day One" after approval of the transaction. As noted above, the post-transaction Operating Plan depicts the anticipated operations of the combined CN network and ICRR-Springfield Line in the third year of combined operations (i.e., 2025, assuming approval of the Responsive Application in 2022). As such, it reflects the projected year of fully implemented post-transaction operations, following completion of planned capital improvements.

The Operating Plan assumes full realization of projected CN traffic gains by 2025 and also reflects the impact of phased gains in operating efficiency over the

three-year implementation period from merged train operations (e.g., more run-through, single-line trains; more bypass blocking; more block passing).[28][45]

V. ~~IV.~~ Pre-Transaction Line and Operations

A. KCS Springfield Line

1. Line Description

The Springfield Line consists of approximately 400 route miles of rail lines from Kansas City, MO, to Springfield, IL and East St. Louis.[29][46] It includes approximately 355 route-miles owned by KCS and approximately 43 trackage rights route-miles in Illinois and Missouri. Specifically, it consists of the following lines of the former Gateway Western Railway and Gateway Eastern Railway:

- The line from Milepost 192.4 at Cockrell (Springfield), IL through Milepost 482.0 at Rock Creek Jct. (Kansas City), MO (milepost equation at Murrayville, IL where Milepost 221.7=Milepost 226.7).

- The line from Milepost 68.2 at Roodhouse, IL (Milepost 237.2 on the first segment) through Milepost 287.2 at Church (East St. Louis), IL, including KCS's interest in the UP/KCS Joint Facility between Godfrey, IL, and Church, IL (milepost equation at Godfrey, IL where Milepost 28.0= Milepost 252.1); Wann, IL, where Milepost 259.53= Milepost 262.00 and Q Tower, IL where Milepost 280.49= Milepost 280.70.

- The Jacksonville Branch from Milepost 226.7 at Murrayville, IL to Milepost 216.3 at Jacksonville, IL

- KCS's interest in the Fulton Branch from Milepost 0.0 to Milepost 3.0 at Mexico, MO, which is leased to and operated by Ozark Valley Railroad, Inc.[30][47]

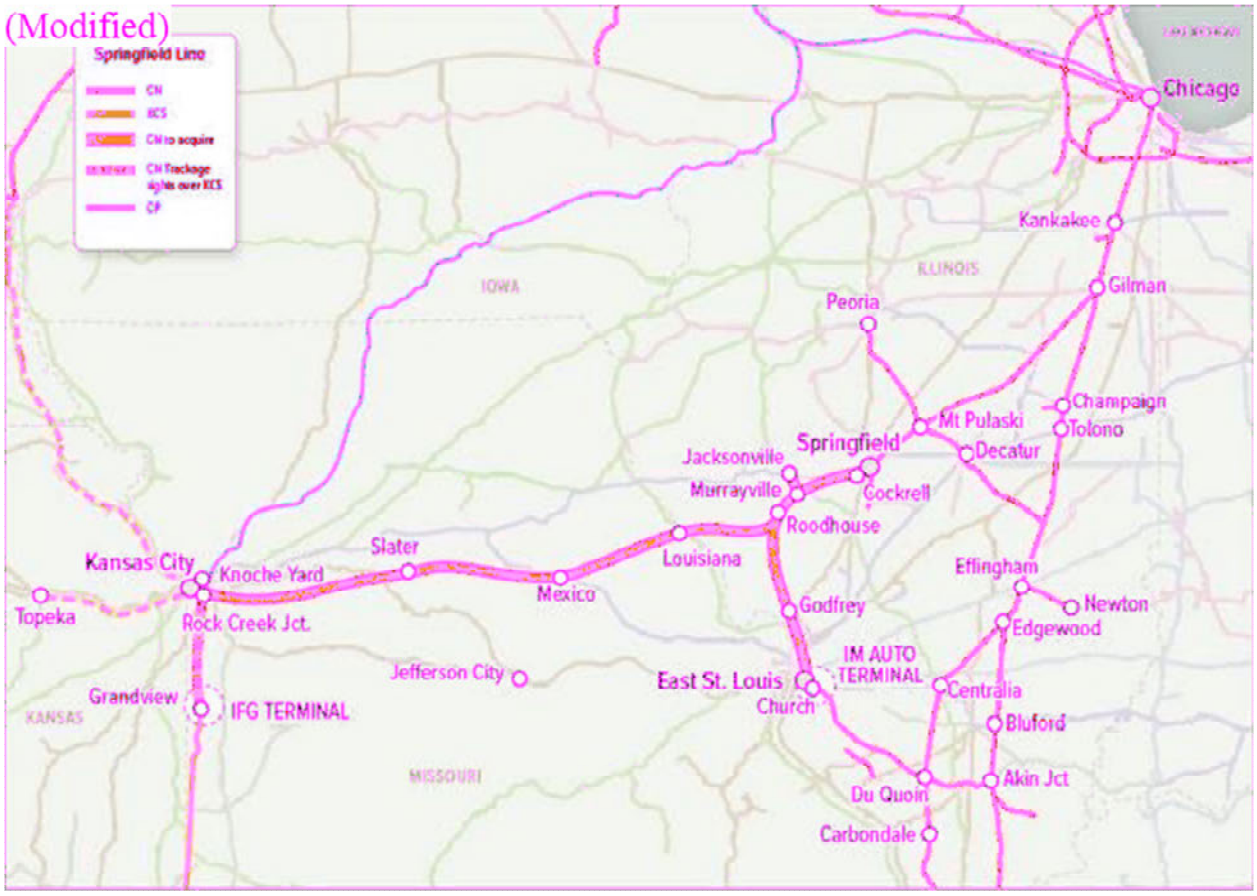
The Springfield Line is depicted in Figure 5.

[28][45] Some anticipated efficiencies could not be immediately realized in Year 1 because of a variety of factors, including the time required to complete certain infrastructure improvements, negotiate implementing agreements, and implement operating initiatives.

[29][46] All mileage and Milepost numbers on the Springfield Line and other affected KCS lines were sourced from a publicly available KCS timetable ("KCS Timetable").

[30][47] Ozark Valley R.R.—Acquisition and Operation Exemption—The Kansas City S. Ry. Co., STB Fin. Docket No. 34989 (served June 8, 2007).

Figure 5
The Springfield Line



At Kansas City, the Springfield Line connects directly with the Kansas City Terminal Railway ("KCT").[3148] A track connection in East St. Louis allows for the potential direct interchange with other Class I railroads, described further below, including CSXT, NS, UP/Alton & Southern Railway, and CN, as well as the Terminal Railroad Association ("TRRA") (which reaches BNSF and Missouri

[3148] See KCS Timetable.

Eastern Railroad).[32][49] At Springfield, interchange is available with UP, NS, IMRR, and CN via ICRR trackage rights over NS as UP's subtenant.[33][50]

The Springfield Line is part of KCS' current North Division and comprises the following subdivisions, from west to east and north to south:[34][51]

- Mexico
- Roodhouse
- Fulton Branch (under long-term lease to the Ozark Valley Railroad)
- Jacksonville
- Springfield
- Godfrey
- East St. Louis Terminal
- Gateway Eastern Branch

In connection with the proposed divestiture, and to efficiently and safely operate the line, the responsive application also seeks from CP and KCS:

- Acquisition of an 8.33% ownership share of the KCT, whose Mill St. Yard is where ICRR plans to handle its manifest traffic in addition to Knoche Yard in Kansas City.

- A 50% interest in KCS's IFG Terminal, which is located 24 miles south of Kansas City at Grandview, MO. The interest is necessary to handle the make-up/break-up of CN's new daily intermodal train operating between Kansas City and Harvey, IL with connecting service to Detroit (with drayage to Cleveland), Toronto, and the Port of Montreal. As described further below, CN will also make a capital investment in the IFG Terminal to handle additional automotive and intermodal traffic.

[32][49] Determined in consultation with CN operating experts.
[33][50] See Canadian National Ry. Co. – Control – Illinois Cent. R. Co., 4 S.T.B. 122, 175, 190-199 (1999).
[34][51] See KCS Timetable.

- Overhead trackage rights on KCS's Pittsburg Subdivision to reach the IFG terminal, extending from approximately Milepost 5.6 at Airline Junction[35][52] in Kansas City, MO, to Milepost 29.5 near Grandview, MO, as well as assignment of KCS's rights to operate between Rock Creek Junction and Airline Junction in Kansas City.

- KCS's interest in the Gateway Eastern Railway Company ("GWER"), a KCS subsidiary which owns trackage in the East St. Louis terminal.[36]

KCS has implemented Positive Train Control ("PTC") on all required segments of the Springfield Line. Certain trackage in Springfield, Jacksonville, and East St. Louis have not been equipped with PTC, as permitted by Federal Railroad Administration ("FRA") regulations.[37][53] KCS's PTC-equipped track on the Springfield Subdivision is in track-warrant-controlled "dark territory."

Figure 6

[35][52] Airline Junction and Southwest Junction are geographically close to each other and on some maps, are listed with the same milepost. For simplicity, the Operating Plan refers to this area as Airline Junction.

[36] ~~Id.~~

[37][53] Kansas City Southern, Positive Train Control, https://www.kcsouthern.com/en-us/ship-with-us/safety-security/ptc (last accessed February 10, 2022).

Springfield Line Required PTC In Operation[38]~~54~~

2. Existing Yards and Other Facilities

[38] ~~Id~~[54] Kansas City Southern, Positive Train Control, https://www.kcsouthern.com/en-us/ship-with-us/safety-security/ptc (last accessed February 10, 2022). (Green is PTC operational; Blue is PTC not required).

The most significant yard and terminal facilities along the Springfield Line operated by KCS are located at East St. Louis, IL, Kansas City, MO (joint agency at Knoche Yard), and the IFG Terminal. There is also a smaller yard at Roodhouse, IL.[3955] Pre-transaction yard volumes are shown in Figure 7 below~~. The~~ – a number of different values have been developed for the various versions of the CP-KCS operating plan, and also based on CN estimates, all of which are presented in Figure 7. The various versions of the existing ~~volume~~volumes at Knoche Yard ~~presented is~~are based on the volumes reported in the ~~CP/KC~~October 29, 2021 CP-KCS Application and the Amended Operating Plan of May 13, 2022, and have not been independently verified. ~~It is believed to exclude~~The October 29, 2021 excluded unit traffic volumes, while the much higher May 13, 2022 values include unit traffic. The Knoche Yard volumes also contain traffic that is unrelated to the Springfield Line and, thus, has a higher volume than would be reported if only Springfield Line related volumes were identifiable and listed. The IFG Terminal also contains non-Springfield Line traffic in its totals. The CN Full Waybill Methodology columns are the volumes from our original February 28, 2022 Responsive Application, and a set of revised numbers prepared for this amended operating plan.

Figure 7

[3955] Determined in consultation with CN operating experts.

Pre-transaction Yard Volumes[40][56]

Location	CP-KCS Methodology Base Year Car Handlings October 2021 Filing	CP-KCS Methodology Base Year Car Handlings May 2022 Filing	CN Methodology Base ~~Total~~ ~~Equivalent~~Year Cars Handled February 2022 Filing	Updated CN Methodology Base Year Cars Handed June 2022 Filing
East St. Louis	{{[redacted]}}	{{[redacted]}}	{{[redacted]}}	{{[redacted]}}
International Freight Gateway	{{[redacted]}}	{{[redacted]}}	{{[redacted]}}	{{[redacted]}}
Kansas City/Knoche Yard	{{[redacted]}}	{{[redacted]}}	{{[redacted]}}	{{[redacted]}}
Roodhouse, IL	{{[redacted]}}	{{[redacted]}}	{{[redacted]}}	{{[redacted]}}

The two CP-KCS columns in the above table show how the reported car handlings changed between the two operating plan versions, primarily due to the inclusion of unit traffic in the more recent CP-KCS Amended Operating Plan. Two changes were made in the CN Full Waybill Methodology – one was to restate intermodal platforms into intermodal cars, thus reducing the total number of cars handled at IFG while making this number consistent with the KCS approach. The second was to use the higher value for Knoche Yard as provided by CP-KCS that includes the handling of bulk traffic.

3. Existing Customers, Traffic, and Operations

Existing customers: There are existing shippers on the Springfield Line that generate originating, terminating, and interchange traffic. ~~The~~Based on the

[40][56] *See* "HC – (Amended) Operating Metrics – Estimation of Yard Activity.pdf" and associated analysis workpapers. Yard volume for "Kansas City/Knoche Yard" is based on Appendix B, ~~CPKC merger application, Vol. 2, page 371~~CP-KCS Application, Vol. 2, Appendix B, page 371. The CP-KCS Calibration Methodology values are based on CP-KCS workpaper "Yard Cars Per Day.xlsx," tab "Yard Volumes Working Copy," Column J "Base Design" submitted as CP-KCS Amended Operating Plan Errata. Values exclude bulk traffic.

2019 full year waybill, the top five customers—by volume—of the {{ }} carloads on the Springfield Line during 2019 are shown in Figure 8 for grain shippers and Figure 9 for non-grain carload shippers, below with their location provided.[41][57]

Figure 8
2019 Springfield Line Grain Shippers[42][58]

{{

Figure 9
2019 Springfield Line (Non-Grain) Carload Shippers[43][59]

{{

[41][57] Source: "2019 CPKC 100% Waybills (FD 36500 – Work Paper – HC – 2019_CONSOLIDATED_CPKCS_DATA_MASTER.txt."
[42][58] Source: 2019 CPKC 100% Waybills (FD 36500 – Work Paper – HC – 2019_CONSOLIDATED_CPKCS_DATA_MASTER.txt) provided as part of ~~CP/KC~~CP-KCS Application. See "HC – KCS Springfield Current Customers.xlsx."
[43][59] Source: 2019 CPKC 100% Waybills (FD 36500 – Work Paper – HC – 2019_CONSOLIDATED_CPKCS_DATA_MASTER.txt) provided as part of ~~CP/KC~~CP-KCS Application. See "HC –KCS Springfield Current Customers.xlsx."

}}

~~The~~Based on the 2019 full-year waybill data, the top five shippers of the {{[redacted]}} intermodal containers that moved on the Springfield Line during 2019 are shown in Figure 10 by location.[44][60]

Figure 10
2019 Springfield Line Intermodal Shippers[45][61]

{{

}}

Existing Train Operations on the Springfield Line: KCS currently operates the following road trains, local trains, and yard assignments on the Springfield Line. Assignments operate {{[redacted]}} days per week.[46][62] A detailed listing of all trains operated is included in Appendix B. Many of the assignments in the Kansas City area primarily serve traffic not associated with the Springfield Line. ICRR does not expect to operate local trains in the Kansas City area post-transaction.

[44] ~~Id.~~[60] Source: 2019 CPKC 100% Waybills (FD 36500 – Work Paper – HC – 2019_CONSOLIDATED_CPKCS_DATA_MASTER.txt) provided as part of CP-KCS Application. See "HC –KCS Springfield Current Customers.xlsx."

[45][61] Source: 2019 CPKC 100% Waybills (FD 36500 – Work Paper – HC – 2019_CONSOLIDATED_CPKCS_DATA_MASTER.txt) provided as part of ~~CP/KC~~CP-KCS Application. See "KCS Springfield Current Customers.xlsx."

Scheduled Assignments[4763]

- {{[redacted]}} foreign railroad transfers of interchange cars between Knoche Yard and the foreign railroad's yard in Kansas City.
- {{[redacted]}} operating from/to various locations on the Springfield Line, with destinations varying by day of the week[4864]
- {{[redacted]}} operating between Kansas City and East St. Louis
- {{[redacted]}} in East St. Louis, with varying destinations depending on the day of the week
- {{[redacted]}} at the IFG Terminal
- {{[redacted]}} in Kansas City, with varying destinations depending on the day of the week.

Unscheduled Trains[4965]

Based on the CN Full Waybill Methodology, KCS operates an average of {{[redacted]}} unit grain trains per week (loaded and empty) from points along the Springfield Line to multiple destinations on the KCS and KCSM network. (a small number of these trains interchange to other carriers at East St. Louis). Under the CP-KCS Calibration Methodology the number of grain trains is based on the observed operations from early 2021, and is not adjusted to reflect differences between 2021 volumes and 2019. Based on the CP-KCS work papers the CP-KCS

[4662] See "21.2.16 - KCSR-HC-00020863.xlsx" produced in discovery.
[4763] See ~~id~~ "21.2.16 - KCSR-HC-00020863.xlsx" produced in discovery.
[4864] Local and unit train discussions are designated Highly Confidential because KCS's existing local and unit train service on the Springfield Line was derived from their Highly Confidential production. Other trains were available from publicly available sources. As a result, CN's planned local and unit train service were redacted to avoid any disclosure of KCS's current, apparently Highly Confidential local and unit train service.
[4965] See "21.2.16 - KCSR-HC-00020860.xlsx", "21.2.16 - KCSR-HC-00020862.xlsx" produced in discovery.

Calibration Methodology effectively uses a grain train frequency of {{ }} trains per week, or about 20% fewer than the traffic volumes from 2019 appear to support.

These trains, locals, and yard assignments provide the following services:

- Through trains M-KCVN and M-VNKC run between Kansas City and East St. Louis four days per week.
- {
  }}[50][66]
- {
  }}[52][68]
- {{
  }}[55][71]

Existing KCS operations in St. Louis: {{

[50][66] *See* "KCSR-HC-00020863.xlsx."
[51] ~~*Id.*~~[67] *See* "KCSR-HC-00020863.xlsx."
[52] ~~*Id.*~~[68] *See* "KCSR-HC-00020863.xlsx."
[53] ~~*Id.*~~[69] *See* "KCSR-HC-00020863.xlsx."
[54] ~~*Id.*~~[70] *See* "KCSR-HC-00020863.xlsx."

[redacted]}}[57][73]

4. Existing Locomotive and Car Support Facilities

Locomotives: KCS maintains locomotive service tracks in both Kansas City, MO,[58][74] and East St. Louis, IL. Only the East St. Louis service track would be converted to ICRR as part of the proposed divestiture transaction. Locomotive service tracks can perform minor running repairs and servicing such as fueling, sanding, daily inspections, and locomotive derailment response. In addition, {[redacted]}

Cars: For railcar maintenance and repair, KCS has mechanical facilities and personnel at both Kansas City, MO, and East St. Louis, IL. Again, only the East St. Louis facilities would be converted to ICRR in connection with the proposed transaction. {[redacted]}

[55] ~~Id.~~[71] See "KCSR-HC-00020863.xlsx."

[56][72] Source: "FD 36500 – Work Paper – HC – 2019_CONSOLIDATED_CPKCS_DATA_MASTER.txt" provided as part of ~~CP/KC~~CP-KCS Application workpapers. See "KCS Springfield Interchange Volumes Analysis.xlsx" for analysis performed.

[57][73] See "KCSR-HC-00020863.xlsx."

[58][74] {

(Source: Kansas City Southern, Mechanical – Locomotive Executive Report, 15 July 2021, 21.1.10 - KCSR-C-00020869 to KCSR-C-00020871.pdf).

[59][75] Kansas City Southern, Mechanical – Locomotive Executive Report, 15 July 2021, 21.1.10 - KCSR-C-00020869 to KCSR-C-00020871.pdf.

[redacted]

In addition to railcar maintenance and repair, KCS mechanical personnel perform other duties. In Kansas City, [redacted] [62]78 These KCS personnel also handle work attributable to other parts of the KCS network.

Between Kansas City and East St. Louis, trainmen generally handle all required air brake tests and railcar inspections (except for 1,500-mile extended haul tests, as trainmen are not considered qualified mechanical inspectors by FRA) when making pickups and set outs at industries or other sidings. KCS also has identified locations between Kansas City and East St. Louis where train crews can perform intermediate terminal air brake tests. Those locations are [redacted]. [63]79

[60]76 *See* "21.1.11 - KCSR-C-00020872 to KCSR-C-00020874.pdf."
[61] ~~*Id.*~~[77] *See* "21.1.11 - KCSR-C-00020872 to KCSR-C-00020874.pdf."
[62] ~~*Id.*~~[78] *See* "21.1.11 - KCSR-C-00020872 to KCSR-C-00020874.pdf."
[63] ~~*Id.*~~[79] *See* "21.1.11 - KCSR-C-00020872 to KCSR-C-00020874.pdf."

5. Existing Track Condition

On February 11, 2022, CN received through a discovery production certain track and bridge inspection reports and pictures of track condition from KCS, including a June, 2021, Bridge Inspection Report of the KCS Bridge over the Mississippi River at Louisiana, MO, prepared by Modjeski and Masters, Inc, an engineering firm. On February 21, 2022, CN received through a discovery production video footage related to the Springfield Line. Both productions came late in the process of assembling the Responsive Application.[64][80]

CN has requested access to the Springfield Line from Kansas City to Cockrell/East St. Louis to perform a hi-rail or other physical inspection. As of the data of this Responsive Application, such access has not been granted.

It is not clear that any of the pictures produced by Applicants depict the line segment between Roodhouse, Ill., and Springfield, Ill. However, based on CN's existing knowledge, the line in some sections may be Class I or FRA excepted. Except for track restricted to {{ }} mph from {{ }}, the KCS timetable (2020 edition)[65][81] does not show any conditions on the line from Kansas City to St. Louis and Springfield to be anything other than Class {{ }}. Physical inspection of the full Springfield Line would be required to confirm track conditions, as well as the condition of the bridges.

6. Existing Dispatch

[64][80] Track condition pictures and video and bridge inspection reports were produced by KCS in files in the range from "21.1.13 KCSR-C-00020876 to KCSR-C-00020887.pdf" to "21.1.220 KCSR-C-00027148-KCSR-C-00027148.pdf."

[65][81] A copy of the 2020 KCS timetable was produced through discovery.

CN assumes that the Springfield Line is currently dispatched from a regional desk in the Kansas City Network Operations Center located in Kansas City, MO[6682]

7. Existing Labor

According to the ~~CP/KC~~CP-KCS Application and accompanying materials,[6783] KCS currently employs 92 people on the Springfield Line, including 72 Agreement employees (Engineering – 20; Mechanical – 1; and Transportation – 49) and 20 Engineering, Mechanical, and Transportation Non-Agreement supervisory employees.[6884] The location of these employees are shown in Figure 11. A complete list of employees by craft is provided in Appendix E.

Figure 11
Locations of Springfield Line Employees[6985]

Location	Agreement	Non-Agreement	Total
E. St. Louis, IL	35	7	42
Kansas City, MO	23	0	23
Louisiana, MO	4	0	4
Mexico, MO	4	3	7
Odessa, MO	0	5	5
Roodhouse, IL	0	1	1
Slater, MO	6	4	10

The table of existing employees by location that work under agreements originally entered into with the former Gateway Western Railway Company,[7086] a

[6682] Source: Determined in consultation with CN operating experts.
[6783] KCS produced a list of purported list of Springfield Line employees, but that list attributed to the Springfield Line numerous employees who will, in fact, actually continue to work on the KCS main line extending south from Kansas City.
[6884] See "CP-KCS - Summary of GWWR Employee Impacts - Revised.pdf;" ~~CP/KC~~CP-KCS Application. Verified Statement of Myron W. Becker at 245 (shows Engineering, Transportation, and Mechanical employees).
[6985] Source: "CP-KCS - Summary of GWWR Employee Impacts - Revised.pdf."
[7086] See "CP-KCS - Summary of GWWR Employee Impacts - Revised.pdf"; ~~CP/KC~~CP-KCS Application. Verified Statement of Myron W. Becker at 245 (shows Engineering, Transportation and

predecessor company of KCS, includes an estimate of the Kansas City-based T&E employees who work on the through Kansas City – East St. Louis train pair. All other employees are actually located on the Springfield Line (excluding bridge tenders at Pearl who will be replaced by a remote bridge operation pending a request made by KCS to the U.S. Coast Guard).

8. Existing Short Lines

Figure 12 below provides a list of the short line carriers that can interchange traffic at points along the Springfield Line. Not all of these carriers actively receive traffic from, or deliver traffic to, KCS.

Figure 12
Existing Short Lines on the Springfield Line[71][87]

Mark	Name	Interchange
ALS	Alton & Southern	East. St. Louis and Madison, Illinois
CMR[72][88]	Central Midland	Madison, Illinois
IMRR	Illinois & Midland Railroad	Springfield, Illinois
KCTL	Kansas City Terminal	Kansas City, Missouri, and Kansas City, Kansas
OVRR	Ozark Valley Railroad	Mexico, Missouri
PHRR	Port Harbor Railroad	Granite City, Illinois
TPW	Toledo, Peoria & Western	Springfield, Illinois (via IMRR and TZPR)
TRRA	Terminal Railroad of St. Louis	East St. Louis and Madison, Illinois
TZPR	Tazewell & Peoria	Springfield, Illinois (via IMRR)

Volume by interchange in the Base Year is set forth in Figure 13 below.

Application. Verified Statement of Myron W. Becker at 245 (shows Engineering, Transportation and Mechanical employees).

[71][87] Source: KCS Network Map for Short Line connections (https://www.kcsouthern.com/en-us/work-with-us/partners/network-map). Actual interchange locations between KCS and Short Line were determined using Railinc: https://steelroads.railinc.com.

[72][88] Now Missouri Eastern Railroad (MER) as of November 2021.

Figure 13
Existing Short Lines & Class I Railroads: Interchanges & Traffic Volume
(Based on Full Year 2019 Waybills)[7389]

{{

}}

[7389] Source: 100% CPKC Waybill data "FD 36500 – Work Paper – HC – 2019_CONSOLIDATED_CPKCS_DATA_MASTER.txt" provided as part of CP/KCCP-KCS Application workpapers. See "HC - KCS Springfield Interchange Volumes Analysis.xlsx" for analysis performed.

9. Existing Passenger Service

a. Existing Intercity Service (Amtrak)

There are two segments of the Springfield Line over which Amtrak operates as a tenant of other railroads.

Near Kansas City: At Rock Creek Junction, MO, Amtrak arrives and departs Kansas City, crossing the existing Springfield Line for approximately 0.1 miles while moving from UP track to the KCT trackage.[74][90] Amtrak currently operates one daily Missouri state-supported Missouri River Runner train pair between St. Louis and Kansas City (prior to 2022, the Amtrak operated two Missouri River Runner roundtrips per day).[75][91]

In addition, on occasion, Amtrak's daily long-distance Southwest Chief may be rerouted off the BNSF mainline at Congo, MO to take the ground-level route (as opposed to the Sheffield Flyover, which bridges Rock Creek Junction and other railroad grade crossings) through Rock Creek Junction. Amtrak trains rerouted in this manner share the line with KCS for approximately 0.1 miles. The Southwest Chief operates five days per week in both directions between Chicago, Kansas City, and Los Angeles, which is tentatively scheduled to end March 27, 2022, when the train is expected to go back to its daily schedule.[76][92]

[74][90] Amtrak, Illinois and Missouri Train Service Schedules, 23 March 2020; SPV, Comprehensive Railroad Atlas of North America, Prairies East and Ozarks, 2004.
[75][91] KSHB, Amtrak to reduce Missouri service to 1 daily round trip, 1 January 2022.
[76][92] Amtrak, Southwest Chief Train Service Schedule, 8 March 2020; Railway Age, Omicron Forces Amtrak Service Cuts, 18 January 2022; SPV, Comprehensive Railroad Atlas of North America, Prairies East and Ozarks, 2004.

Godfrey, IL and Q Tower, IL (East St. Louis): Between Godfrey, IL and Q Tower in East St. Louis, IL, Amtrak operates as part of a higher-speed Chicago to St. Louis Corridor. The Amtrak trains operating over this line include four daily Lincoln Service train pairs and one daily Texas Eagle train pair (currently operating five days per week due to the COVID-19 pandemic.[~~77~~93] UP hosts these trains on the jointly owned segment between Godfrey and Q Tower. UP dispatches the jointly owned segment. A subset of these Amtrak trains exit the segment after a shorter distance at WR Tower in Granite City, IL, for an alternative routing into St. Louis.

b. Existing Commuter Rail Service

The KCS Springfield Line does not currently host any commuter rail service.

B. CN's Current Operations

1. Line Description

CN's current network spans approximately 18,619 route miles in 13 U.S. states and eight Canadian provinces, with 5,314 miles in the United States. CN has lines linking the Atlantic, Pacific, and Gulf Coasts of North America. CN has approximately 2,310 locomotives, 51,974 railcars, and 25,975 employees across its U.S. and Canadian system. CN currently operates an average of 479 freight trains per day (including 224 road trains and 255 local and switching assignments).

[~~77~~93] Amtrak, Illinois and Missouri Train Service Schedules, 23 March 2020; Railway Age, Omicron Forces Amtrak Service Cuts, 18 January 2022.

CN's network is organized into two regions: Western (Western Canada) and Eastern (Eastern Canada and the United States). In the United States, CN's network is organized into three divisions: Midwest, Central, and Gulf. For purposes of this Responsive Application, detail is provided about the portions of CN's network that will be most affected by ICRR's acquisition of the Springfield Line.

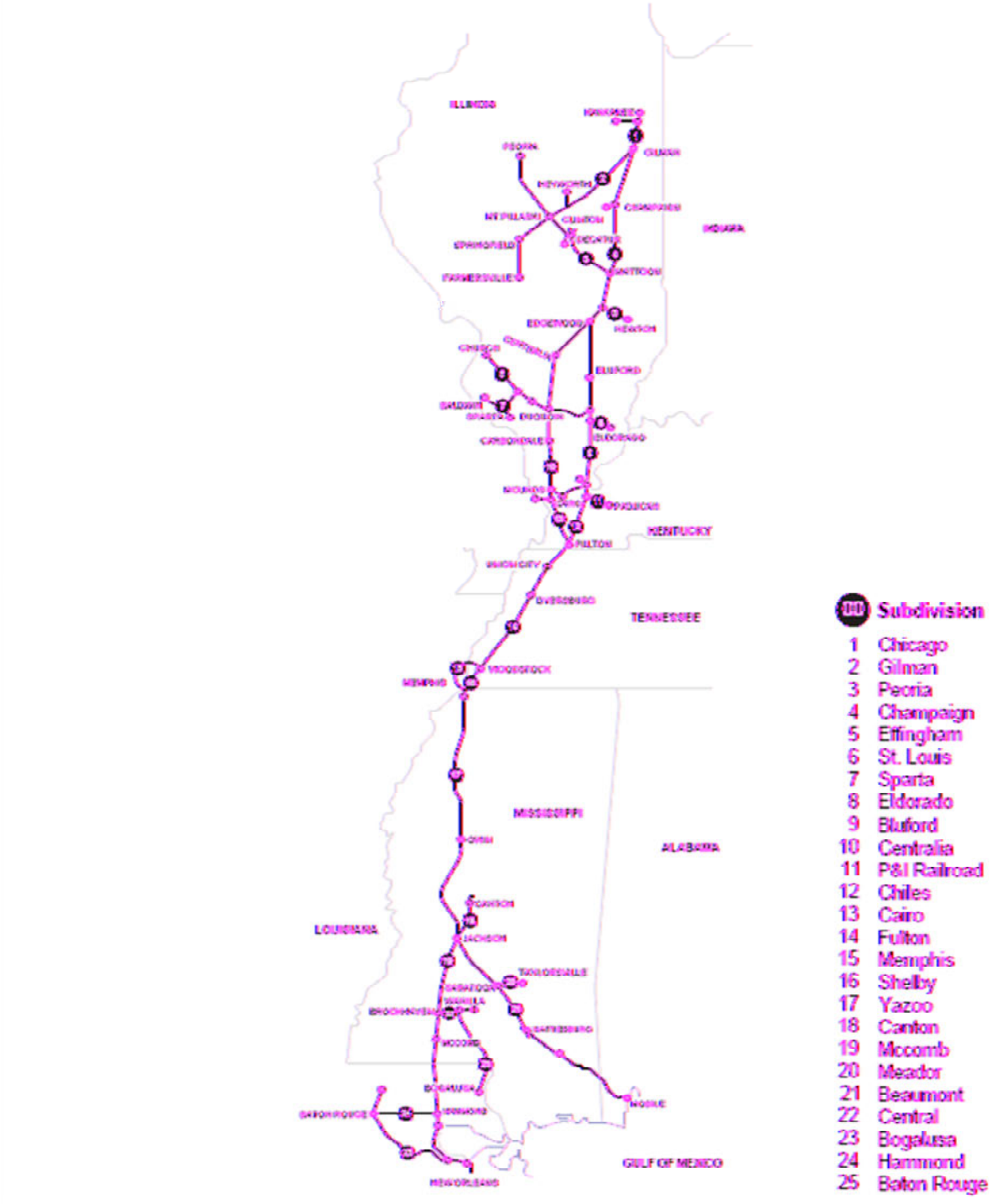
In Eastern Canada, some transaction-related impact will occur between Sarnia and Montreal, including Toronto because of increased volume of intermodal traffic to and from the Port of Montreal. In the United States, the increased traffic from the projected diversions will primarily affect CN's Central and Gulf Divisions. The additional trains and cars by segment are described further below.

CN's Gulf Division is depicted in Figure 14. The Gulf Division includes 25 subdivisions, running from Kankakee, IL through Illinois, Kentucky, and Tennessee to Memphis, TN, and south to Jackson, MS. At Jackson, CN's lines split with one line extending southeast to Mobile, AL and a second line running south to New Orleans, LA. An additional main line extends northwest from New Orleans to Baton Rouge, LA. In Illinois, CN lines extend to several western points.

Figure 14

(Modified graphics)

GULF DIVISION MAP CN

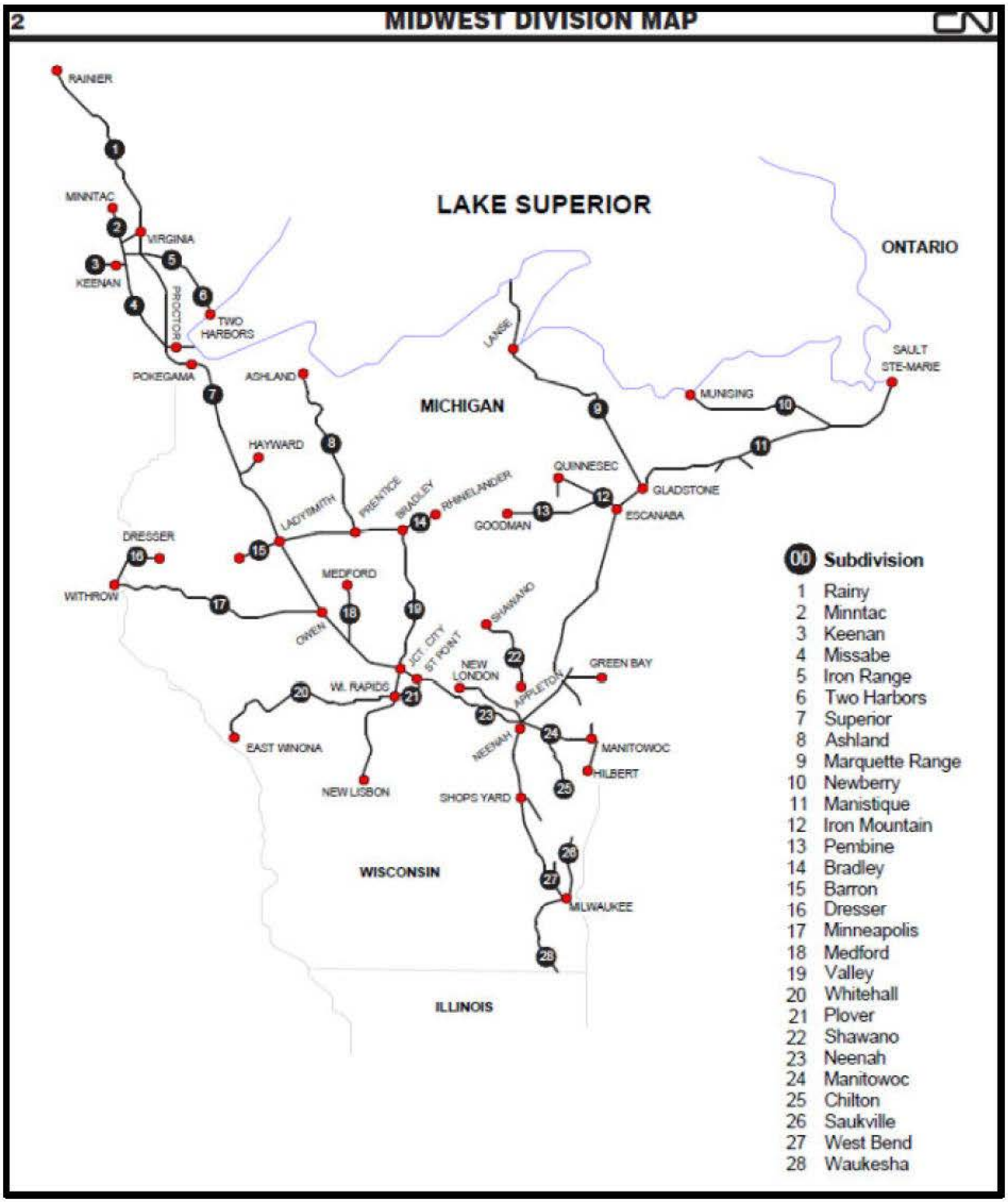


The Gulf Division operates in mid-America, serving several major natural resource and industrial traffic flows, including: chemicals from Louisiana and Mississippi to Chicago and other gateways; grain from Midwestern origins to processing plants in the Midwest, river barge facilities, and Gulf ports; and intermodal traffic, paper, forest products, metals, and bulk commodities. CN also provides premium north-south intermodal service from Chicago to New Orleans, LA, and points en route in Memphis, TN and Jackson, MS. CN's Gulf Division has rail connections with all major railroads in the United States and provides significant joint linehaul service in conjunction with other carriers. The Gulf Division provides access to the ports of New Orleans and Mobile on the Gulf of Mexico, and to various other port facilities on the Mississippi River. The Gulf Division includes the Gilman Subdivision, which runs from Springfield, IL to Gilman, IL.

CN's Midwest Division is depicted in Figure 15. The Midwest Division include 30 subdivisions and extends from Ranier, MN south to Milwaukee and Waukesha, WI.[~~78~~94] Its western-most point is Withrow, MN, and its eastern-most point is Sault Ste-Marie, MI. To the south, it terminates at Antioch, IL

[~~78~~94] Wisconsin Central consummated its transaction on January 28, 2022 with Watco, that involved the sale of certain lines in Wisconsin and Michigan. See STB Docket Nos. 36503, 36504, and 36505.

Figure 15


2
MIDWEST DIVISION MAP
LAKE SUPERIOR
ONTARIO
MICHIGAN
WISCONSIN
ILLINOIS
RAINER
MINNTAC
VIRGINIA
KEENAN
TWO HARBORS
PROCTOR
POKEGAMA
ASHLAND
HAYWARD
LANSE
MUNISING
SAULT STE-MARIE
QUINNESEC
GLADSTONE
ESCANABA
GOODMAN
RHINELANDER
BRADLEY
PRENTICE
LADYSMITH
DRESSER
WITHROW
MEDFORD
OWEN
SHAWANO
JCT. CITY
ST POINT
NEW LONDON
APPLETON
GREEN BAY
W. RAPIDS
EAST WINONA
NEENAH
MANITOWOC
HILBERT
NEW LISBON
SHOPS YARD
MILWAUKEE
00 Subdivision
1 Rainy
2 Minntac
3 Keenan
4 Missabe
5 Iron Range
6 Two Harbors
7 Superior
8 Ashland
9 Marquette Range
10 Newberry
11 Manistique
12 Iron Mountain
13 Pembine
14 Bradley
15 Barron
16 Dresser
17 Minneapolis
18 Medford
19 Valley
20 Whitehall
21 Plover
22 Shawano
23 Neenah
24 Manitowoc
25 Chilton
26 Saukville
27 West Bend
28 Waukesha

CN's Central Division is depicted in Figures 16-18. The Central Division has 28 subdivisions. It includes CN's line between Conneaut, OH and Wallace Junction, PA to North Bessemer, PA. It runs south from Port Huron, MI to Toledo, OH, then also runs west from Port Huron, MI, through Battle Creek, MI, then onto Griffith, IN. The Central Divisions includes Detroit and runs west through and around Chicago and on through Illinois and Iowa to Omaha, NE.

Figure 16

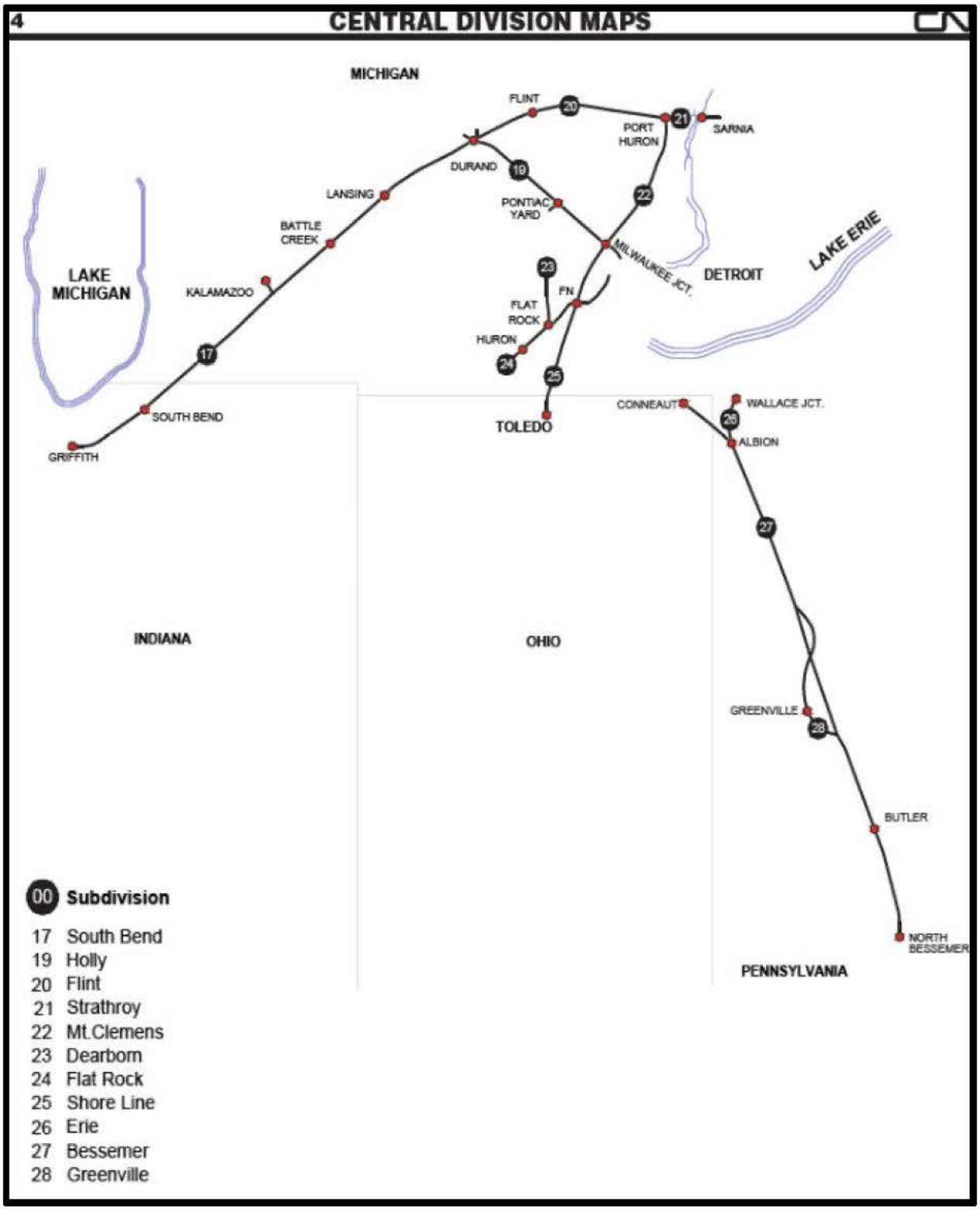

4
CENTRAL DIVISION MAPS
MICHIGAN
FLINT
20
21
PORT HURON
SARNIA
DURAND
19
LANSING
PONTIAC YARD
22
BATTLE CREEK
MILWAUKEE JCT.
LAKE MICHIGAN
KALAMAZOO
23
FN
DETROIT
LAKE ERIE
FLAT ROCK
HURON
24
25
17
SOUTH BEND
GRIFFITH
TOLEDO
CONNEAUT
WALLACE JCT.
26
ALBION
27
INDIANA
OHIO
GREENVILLE
28
BUTLER
NORTH BESSEMER
PENNSYLVANIA
00 Subdivision
17 South Bend
19 Holly
20 Flint
21 Strathroy
22 Mt.Clemens
23 Dearborn
24 Flat Rock
25 Shore Line
26 Erie
27 Bessemer
28 Greenville

Figure 17

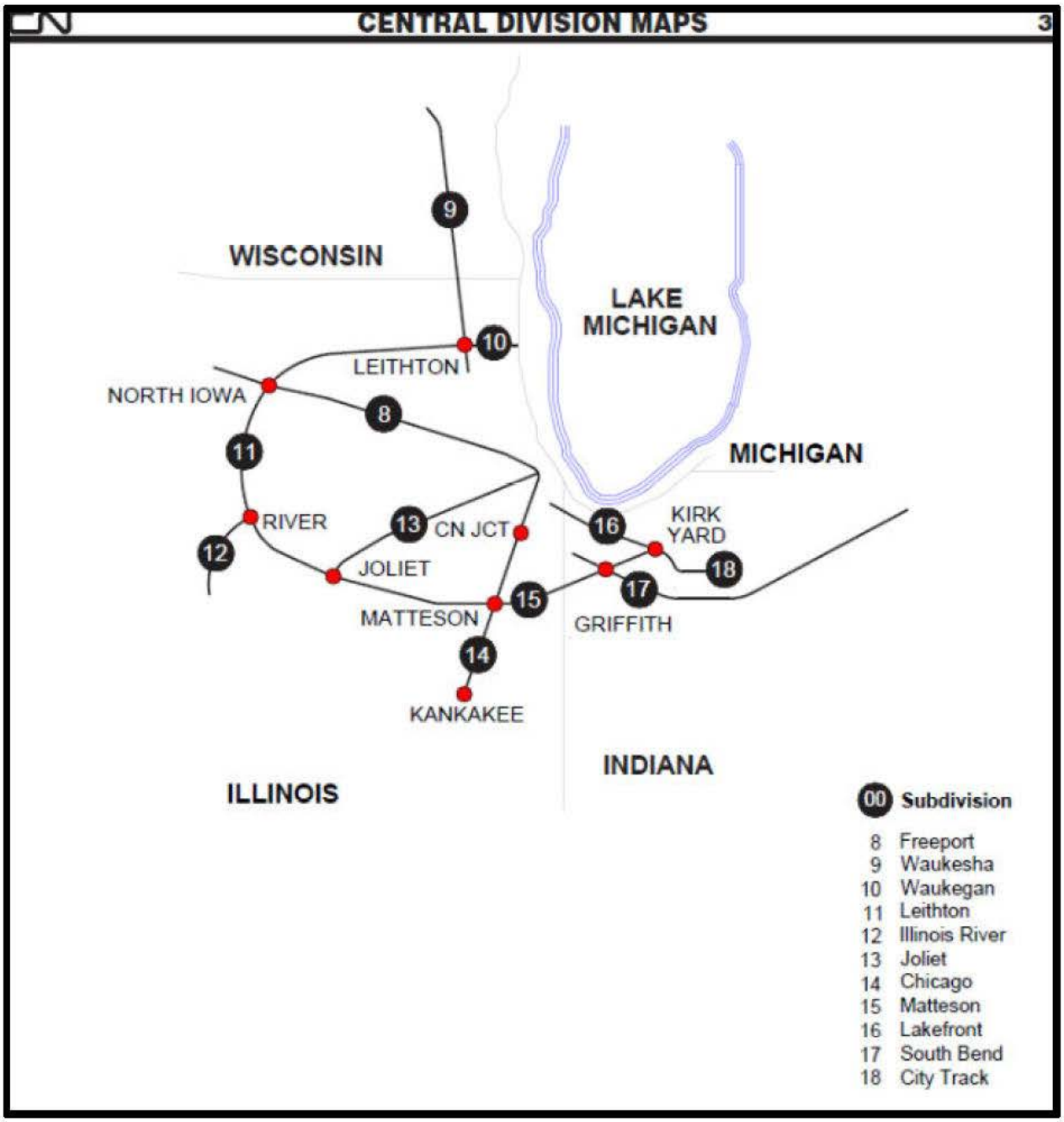
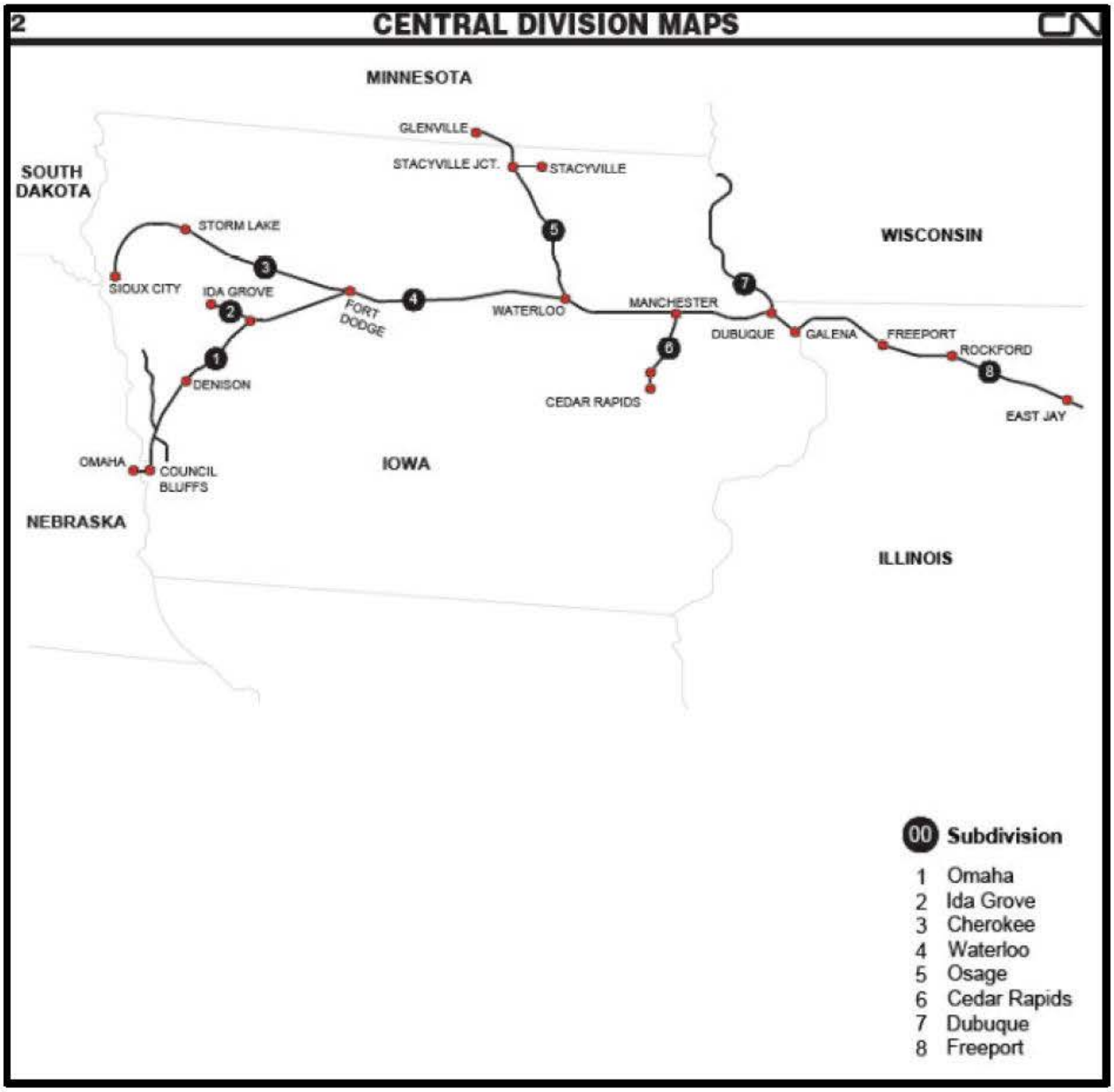

CENTRAL DIVISION MAPS
3
WISCONSIN
LAKE MICHIGAN
MICHIGAN
INDIANA
ILLINOIS
9
10
LEITHTON
NORTH IOWA
8
11
RIVER
12
13
CN JCT
JOLIET
16
KIRK YARD
18
17
15
MATTESON
GRIFFITH
14
KANKAKEE
00 Subdivision
8 Freeport
9 Waukesha
10 Waukegan
11 Leithton
12 Illinois River
13 Joliet
14 Chicago
15 Matteson
16 Lakefront
17 South Bend
18 City Track

Figure 18

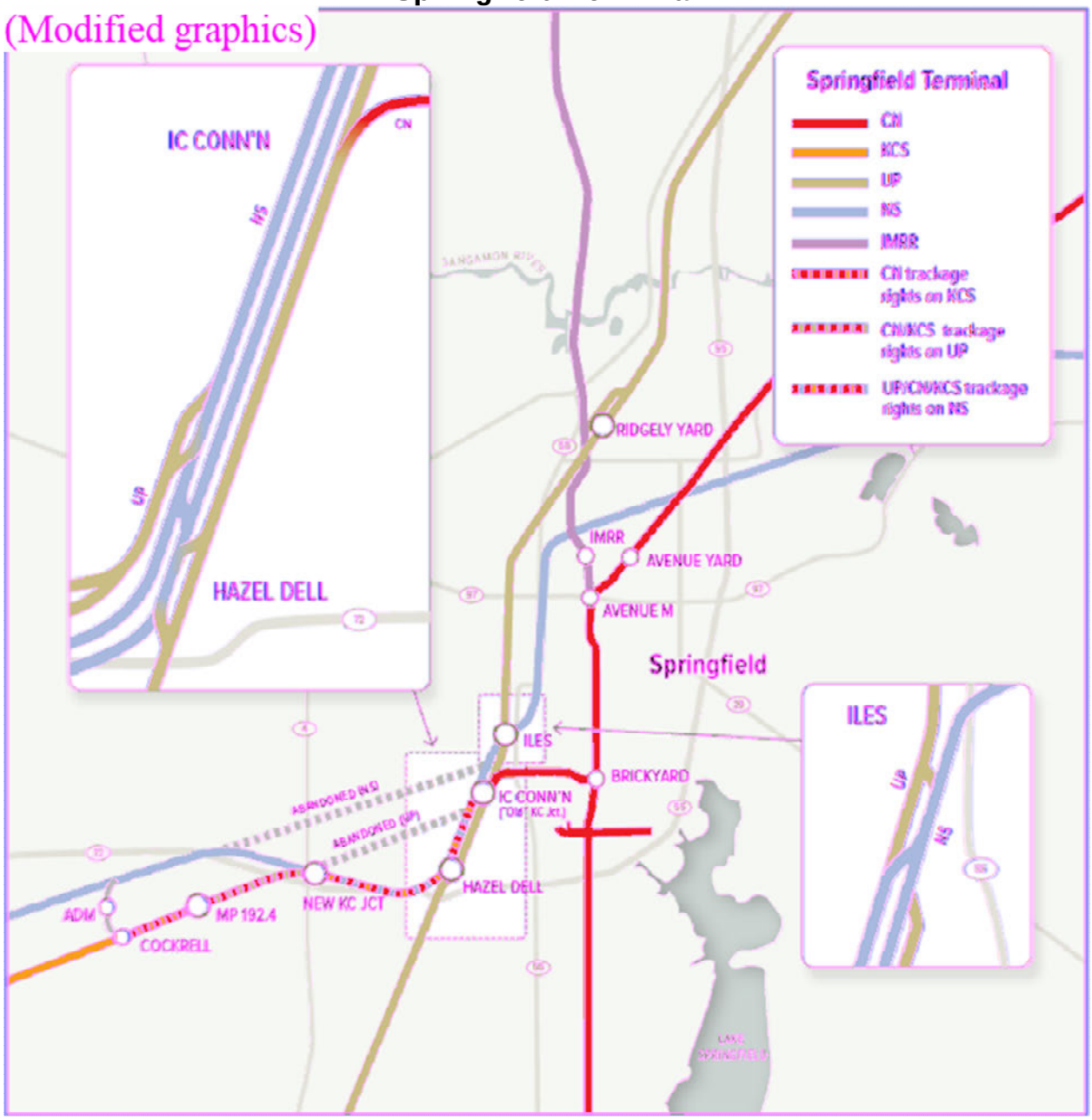


The junction of CN's existing network and the Springfield Line occurs in Springfield, IL, where CN trains move over trackage rights as a subtenant of UP. CN operates for 1.8 miles on the UP-owned Airline Industrial Lead and over the NS mainline for 2.6 miles (a line over which UP freight trains and Amtrak passenger

trains also operate over, under NS dispatcher authority),[~~79~~95] using turnouts to get on and off to reach CN's Gilman District line of the Gulf Region; then 115.3 miles to reach Gilman, IL, where this line connects with CN's main north-south line toward Chicago. Figure 19 depicts the lines in the Springfield Terminal area.

[~~79~~95] Union Pacific, St. Louis Area Timetable No. 6, 30 March 2020, p. 43.

Figure 19
Springfield Terminal



CN also connects with the Springfield Line in East St. Louis at Church. CN also, infrequently, interchanges unit trains with KCS in East St. Louis Yard. CN uses overhead trackage rights over KCS to reach TRRA's Madison Yard and CN

leases a portion of the KCS yard office in East St. Louis as a CN crew reporting location.

The new train services contemplated by the Operating Plan will operate between Kansas City and the CN Chicago Intermodal Terminal/Markham Yard ("CIT") and East St. Louis and Roodhouse, IL. The increased intermodal and automotive volumes attracted by CN's new single-line services will be added to existing CN trains for movement between CIT and Detroit/Toronto/Port of Montreal.

CN's Chicago Subdivision between Chicago, IL and Gilman, IL is CTC/PTC and permits operating speeds of 60 MPH and 79 MPH for passenger. It is a single-track railroad with passing sidings. Twelve freight trains and four passenger trains per day.

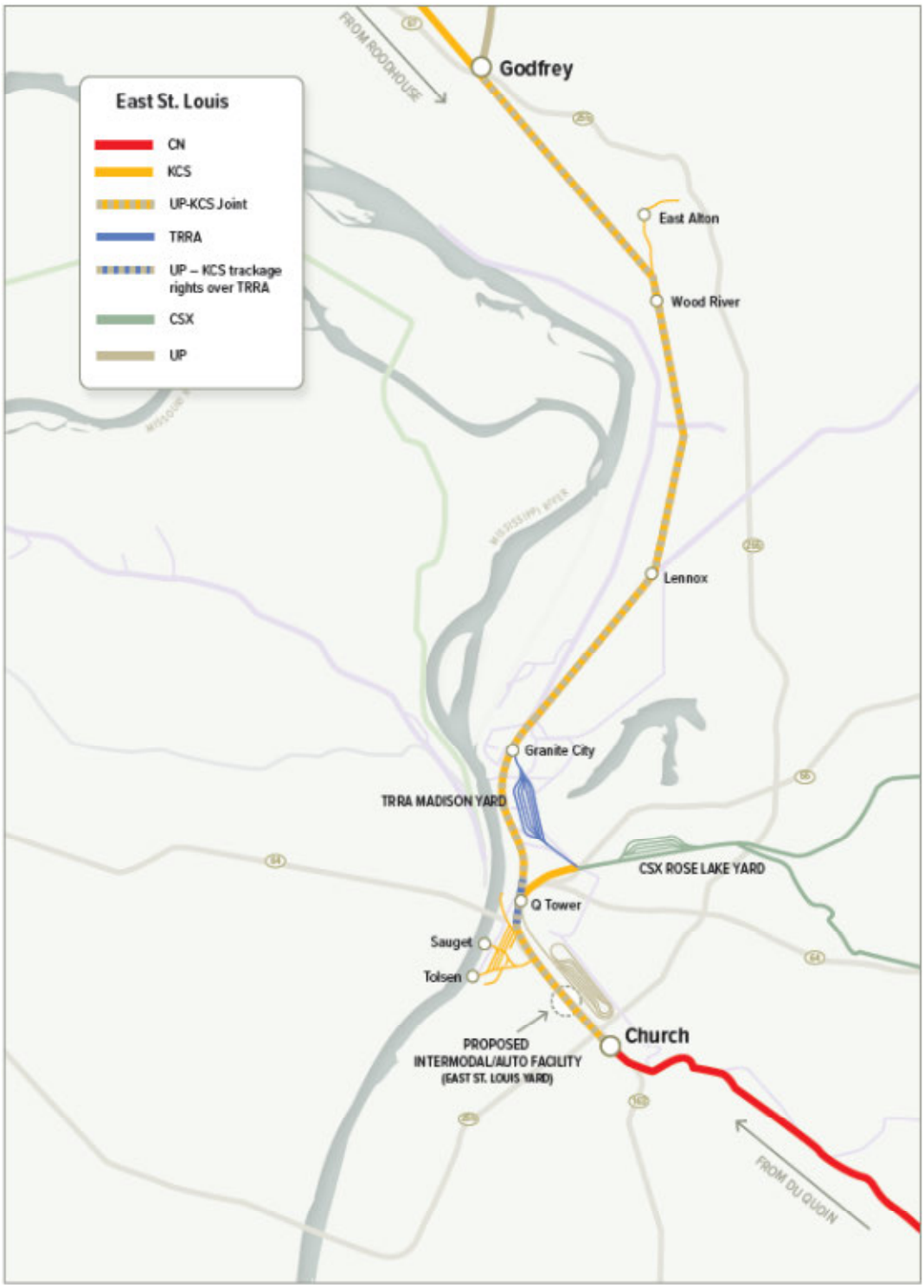
There are numerous points of interchanges along CN's lines between Memphis and Chicago. Non-unit train interchanges of significance include the interchange with CSXT at Effingham, IL (daily interchange); the Indiana Railroad ("INRD") at Effingham, IL (interchange six days per week); the UP at Salem, IL (daily interchange with 2-3 run through trains); TRRA at East St. Louis (six day turn local interchange); and the Paducah & Louisville Railway ("PAL") at Paducah, IL (six day turn local interchange). Smaller volume interchanges take place with NS at Decatur, IL; TZPR in Peoria, IL; and TPW at Gilman, IL. The 2019 interchange volumes for the five highest volume interchanges are shown in Figure 20 below.

Figure 20
2019 Interchange Volumes for Most Significant Interchanges Between Chicago and Gilman

Station	Foreign	Delivered	Received	Total
Effingham	CSXT	4,100	4,650	8,750
East St. Louis	TRRA	9,678	9,882	19,560
Newton/Indy Int	INRD	16,675	16,642	33,317
Paducah	PAL	17,468	17,521	34,989
Salem	UP	54,888	39,161	94,049
Grand Total		**102,811**	**87,856**	**190,667**

CN can enter KCS's East St. Louis Yard from the southeast. KCS enters from the northwest. Unit trains destined for Sauget on the Mississippi River are interchanged infrequently between CN and KCS at this point. East St. Louis Yard has a small transload terminal today. CN's plan is to add an automotive unloading terminal and an intermodal terminal to this underutilized facility. Today, CN operates a train six days per week between East St. Louis and its main north-south freight line at Du Quoin, IL. The traffic then transfers to manifest trains to/from St. Louis. CN has overhead trackage rights to reach TRRA's Madison Yard. All interchange of CN manifest traffic is done through TRRA, which provides such service six days per week.

Figure 21
East St. Louis



2. Existing Yards and Other Facilities

CN operates numerous yards and facilities throughout the United States. Relevant to this Responsive Application, there are five existing major CN yards that serve hump, intermodal, and automotive traffic in the vicinity of Chicago, IL and Memphis, TN. Traffic to and from the Springfield Line will generally transit one or more of these yards.

a. Greater Chicago Area

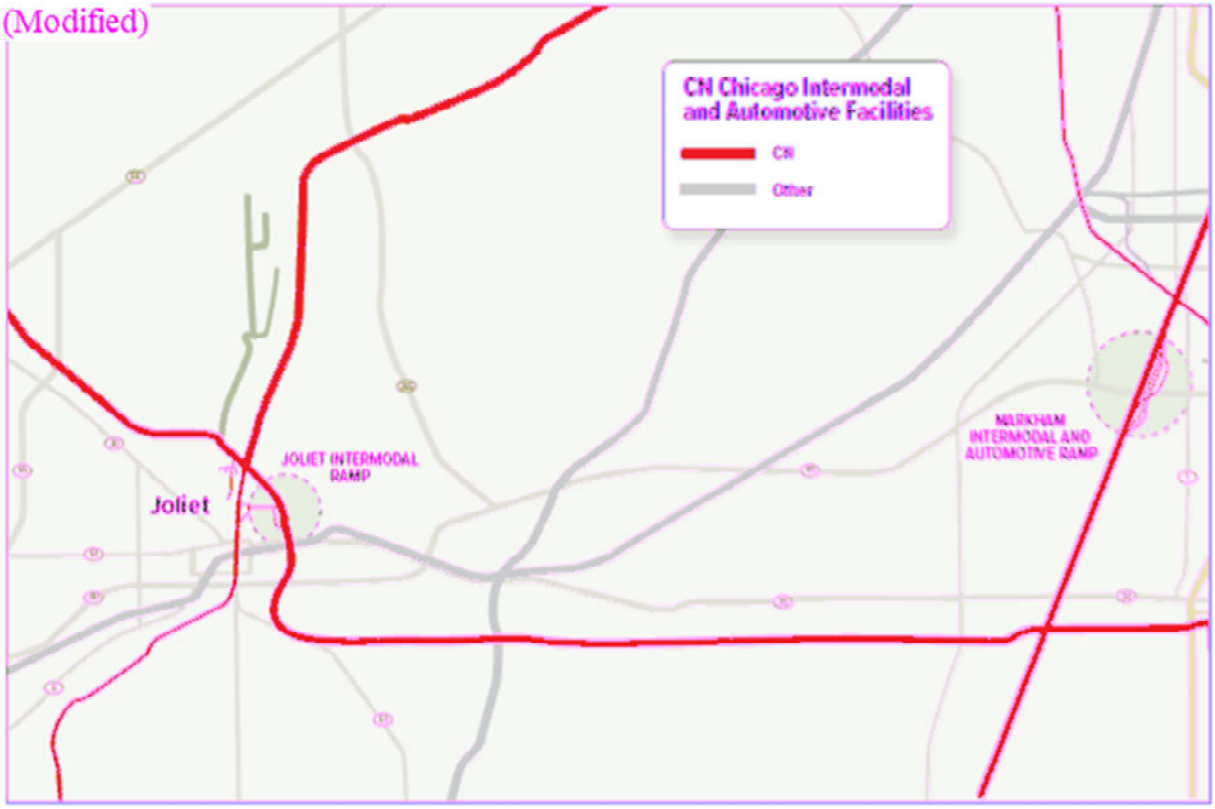
Kirk Yard is CN's hump yard in Gary, Ind., southeast of Chicago. The yard consistently processes 2,000–2,200 cars per day. The yard hosts 18 core train departures per day, three core train turn locals departure/arrivals per day, and 21–24 core train arrivals per day. Additional train movements include interchange with the Chicago South Shore & South Bend Railroad ("CSS") short line daily in and out, CSXT manifest trains daily in and out, CSXT unit coke trains, and a limited number of NS unit coke trains. The yard's fluid capacity is 3,500 cars, but it has the ability to accommodate up to 4,300 cars per day on a short term basis if required. Kirk Yard has eight receiving tracks, 11 departure tracks, and 53 classification tracks which allows it to classify numerous cars and trains at any given time.

Markham Automotive Yard in Hazel Crest, IL, south of Chicago, is CN's automotive yard. Markham Yard has two 1,300-foot unloading tracks. It hosts four automotive trains per day. NS, UP, and the Indiana Harbor Belt Railroad ("IHB") can interchange finished vehicles with CN at this location.

CN's Chicago Intermodal Terminal or CIT is in Harvey, IL, south of Chicago, is CN's intermodal yard.[8096] The yard has two tracks of 7,200 feet, two tracks of 6,000 feet, and three tracks of 2500 feet, all with asphalt pad to accommodate chassis movements. The Harvey facility currently hosts 11 intermodal trains per day in and/or out, four automotive trains per day in and/or out, two switching jobs, and two industry jobs. NS, UP, CSXT, and the IHB can all interchange intermodal traffic with CN at Harvey. The yard can flat-switch about 300 cars per day. It also has a small, four-track support yard. CN has a dried distillers' grains ("DDG") transload facility that receives product from Iowa, where it is loaded into containers and shipped to Asia.

[8096] CIT is within the broad footprint of what has historically been referred to as Markham Yard.

Figure 22
Markham Yard



b. Memphis

Harrison Yard is CN's hump yard in Memphis, TN. The yard consists of eight receiving tracks, four departure tracks, 45 classification tracks and a single pull back on the single hump. The yard uses dowdy retarders and is not a traditional hump yard. The 45 classification tracks come off two separate long leads that are equal in length. Harrison Yard's fluid capacity is about 2,600 cars. The yard consistently processes 1,100–1,300 cars per day. The yard currently hosts 18 core train arrivals and departures daily, including interchange traffic; prior to the COVID-19 pandemic, the yard regularly hosted 22 core trains per day. The yard workload also includes 10–12 bulk trains per day (a number that increases during peak grain harvest season) three transfers per day in and out, four hump

assignments, five pull-down trim assignments, and two industry assignments. CN interchanges traffic daily with CSXT, UP, NS, BNSF, and the Grenada Railway short line at Harrison Yard.

CN's Memphis intermodal yard is co-located with CSXT with separated rail operations. CN has two pad tracks (about 6,200 feet each), and CSX has two pad tracks (about 5,500 feet each). Each railroad has an 8,000-foot running track without loading pad. Two CN intermodal trains operate daily out of the yard, with two more operating four days per week. CSXT operates a daily pair of trains from the facility. CN's Memphis automotive compound is located at a small satellite yard and has two 725-foot unloading tracks.

Figure 23
Memphis Intermodal Terminal

3. Existing Traffic and Customers

CN's existing traffic base systemwide is divided into seven commodity groups. Figure 24 shows the carload and revenue breakdown for each commodity group for the Base Year 2019. As noted previously, the most significant commodities for purposes of this Responsive Application are intermodal and automotive traffic.

Figure 24
CN 2019 Traffic Base

Commodity Group	Carloads
Intermodal	2,618,000
Automotive	269,000
Grain and Fertilizers	619,000
Metals and Minerals	1,008,000
Petroleum and Chemical	688,000
Forest Products	375,000
Coal	335,000
Total	**5,912,000**

a. Intermodal

CN's intermodal commodity business includes rail and trucking services and is comprised of two markets: domestic intermodal and international intermodal. Domestic intermodal transports consumer products and manufactured goods, serving retail, wholesale, and logistics-provider channels, both domestically in Canada and the United States, and cross-border shipments. International intermodal handles import and export container traffic to and from overseas markets, serving the major ports of Vancouver, Prince Rupert, Montreal, and Halifax in Canada, as well as the U.S. ports of New Orleans and Mobile. CN's

network of inland intermodal terminals, located near ports and large urban centers, connects customers to major markets in North America and overseas.

b. Automotive

CN's automotive commodity group moves both domestic finished vehicles and vehicle parts throughout North America, providing service to vehicle assembly plants in Ontario, Michigan, and Mississippi. CN also serves vehicle distribution facilities in Canada and the United States, as well as parts production facilities in Michigan and Ontario. CN also serves shippers of imported finished vehicles via the ports of Halifax and Vancouver, and through interchange with other railroads. CN's network of automotive facilities is used to distribute vehicles throughout Canada and the U.S. Midwest

c. Grain and Fertilizers

The grain and fertilizers commodity group primarily includes crops grown and fertilizers processed in Western Canada and the U.S. Midwest. Grain products transported by CN include wheat, oats, barley, flaxseed, rye, peas, lentils, corn, ethanol, dried distillers grain, canola seed and canola products, soybeans, and soybean products. The majority of the grain produced in Western Canada and moved by CN is exported via the ports of Vancouver, Prince Rupert, and Thunder Bay. Grain grown in the U.S. Midwest is both exported and transported to domestic processing facilities and feed markets. CN also serves major producers of potash in Canada, as well as producers of ammonium nitrate, urea, and other fertilizers across Canada and the United States.

d. Other Commodity Groups

The remaining commodity groups in CN's current traffic base include:

- Metals and Minerals, including steel, iron ore, non-ferrous base metals and ores, construction materials, machinery, railway equipment, and dimensional (large) loads.

- Petroleum and Chemical, which comprises a wide range of commodities, including chemicals and plastics, refined petroleum products, natural gas liquids, crude oil, and sulfur.

- Forest Products, which includes various types of lumber, panels, paper, wood pulp and other fibers such as logs, recycled paper, wood chips, and wood pellets.

- Coal, which consists of thermal grades of bituminous coal, metallurgical coal, and petroleum coke.

4. Existing Dispatch

In the United States, CN dispatches trains from a dispatching center at Homewood, IL This dispatching facility operates 24/7, 365 days per year with approximately 90 employees—predominantly Rail Traffic Controllers ("RTCs")—and dispatches all CN lines in the United States. Homewood uses Precision Dispatch System ("PDS") as its dispatch system. CN operates 13 dispatch desks at Homewood during the day shift, Monday through Friday, and 11 dispatch desks across the other shifts. The Homewood RTCs are responsible for dispatching an average of 108 trains per day across 83 subdivisions in the United States.

5. Existing Labor

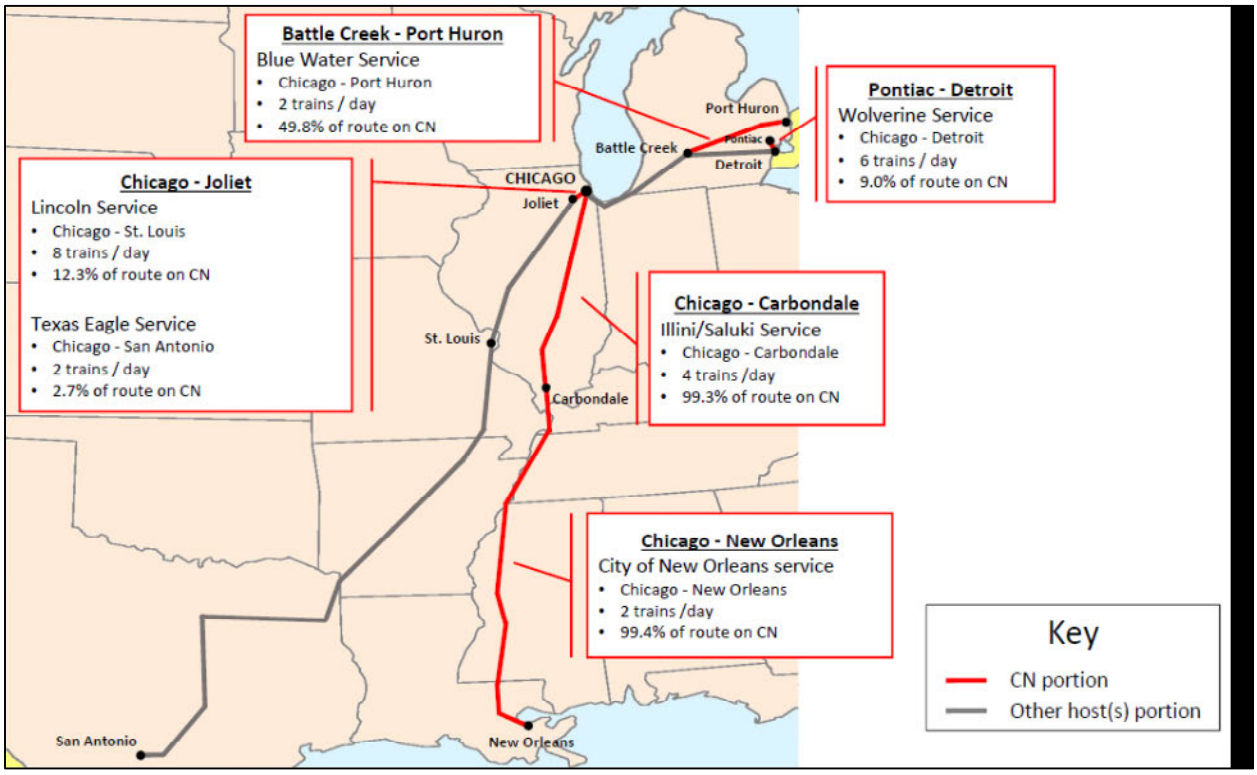
CN has approximately 25,975 employees across its U.S. and Canadian operations, representing all railroad crafts as well as management.

6. Existing Passenger Service

a. Existing Intercity Service (Amtrak)

There are a few segments of CN's existing network over which Amtrak operates that will see additional trains or cars as a result of the proposed divestiture transaction. As described in more detail below, only the Chicago, Gilman, and Memphis Subdivisions will see additional freight trains (two on each subdivision per day). On other CN subdivisions, the post-transaction increases in traffic can be accommodated on existing freight trains. Figure 25 is a visual representation of Amtrak routes on CN's current network

Figure 25
Amtrak Routes on CN



Michigan

As referenced above and described further below, the proposed divestiture transaction will not result in any additional freight trains on CN lines in Michigan. The below description identifies line segments where Amtrak operates on CN lines in Michigan that will see additional car volumes, but there will be no change to how Amtrak and host railroads operate.

Pontiac, Mich., to Moterm, Mich.: Amtrak's Wolverine service is a Michigan state-sponsored service that operates three daily train pairs between Pontiac, Detroit, and Chicago. The Wolverine service operates on CN lines for 15 miles between Pontiac and Moterm.[8197]

Durand, Mich., and Battle Creek, Mich.: Amtrak's Blue Water service is another Michigan state-supported service with one daily train pair operating between Chicago and Port Huron, MI.[8298] The Blue Water service utilizes CN trackage between Battle Creek and Port Huron, and also operates over other freight rail lines to reach Chicago.

Battle Creek, Mich.: In addition to the Blue Water service running on CN lines into Battle Creek, the Wolverine service operates on the CN mainline through Battle Creek between Baron and Gord, a distance of 1.2 miles.

Illinois

[8197] Amtrak, Michigan Service Train Schedules, 8 July 2019; Railway Age, Omicron Forces Amtrak Service Cuts, 18 January 2022.

[8298] Amtrak, Michigan Service Train Schedules, 8 July 2019; Railway Age, Omicron Forces Amtrak Service Cuts, 18 January 2022.

As explained above and discussed in more detail below, CN's Chicago and Gilman Subdivisions will each see two additional freight trains per day. Those minimal increases will not interfere with Amtrak service, which his described below despite the lack of impact.

Chicago, IL, to Gilman, IL: Prior to the COVID-19 pandemic, Amtrak operated several pairs of trains over the length of this line segment in connection with its City of New Orleans, Illini, and Saluki services.[83][99] The City of New Orleans is a long-distance service operating between Chicago and New Orleans. Because of the ongoing COVID-19 pandemic, this train pair currently operates five days per week instead of daily.[84][100] The Illini and Saluki trains are Illinois state-supported services that operate between Chicago and Carbondale, IL. Currently, the Illini and Saluki services currently operate only one train each.[85][101] As shown on the map above, three train pairs per day of this service were operated prior to the pandemic.

Gilman, IL, to Cockrell, IL: At Springfield, IL, the line includes turnouts to access UP/Amtrak's higher-speed corridor between Chicago and St. Louis, as well as the NS mainline to KC. There is 0.6 miles of overlap between the Springfield Line and the point at which Amtrak trains exit the line. Amtrak currently schedules four daily Illinois-supported Lincoln Service train pairs and one daily long-distance train pair, the Texas Eagle, over the segment.[86][102] Lincoln Service

[83][99] Amtrak, City of New Orleans, Illini, and Saluki Train Service Schedules, 1 October 2019.
[84][100] Railway Age, Omicron Forces Amtrak Service Cuts, 18 January 2022.
[85][101] Railway Age, Omicron Forces Amtrak Service Cuts, 18 January 2022.
[86][102] Amtrak, Illinois and Missouri Train Service Schedules, 23 March 2020.

trains operate from Chicago to St. Louis, while the Texas Eagle traverses the same corridor on its journey between Chicago and San Antonio, TX. Because of the COVID-19 pandemic, the Texas Eagle currently operates only five days per week.[87][103]

St. Louis to Memphis, TN: Between East St. Louis and Du Quoin, IL, CN's St. Louis Subdivision sees no passenger trains. The St. Louis Subdivision meets the Centralia Subdivision at Du Quoin. The Centralia Subdivision currently hosts two Amtrak train pairs, the long-distance City of New Orleans (five days per week) and the Illini corridor train (daily), all described above. As the Illini train turns at Carbondale, IL, the Cairo and Fulton Subdivisions see only Amtrak's City of New Orleans train pair on a five day a week basis. Beginning March 27, 2022, it is expected that the City of New Orleans will return to daily service and the Saluki corridor train pair will resume its daily schedule between Chicago and Carbondale.[88][104]

b. Existing Commuter Service

Metra, the commuter rail division of Chicago's Regional Transportation Authority, operates over several CN lines. Those lines are not implicated by this Responsive Application. The only Metra line that approaches any CN lines that are expected to experience increased trains as a result of this Responsive Application is the Metra Electric line which runs near Markham Yard. In that area, however, Metra has dedicated tracks for commuter operations that are adjacent to CN's

[87][103] Railway Age, Omicron Forces Amtrak Service Cuts, 18 January 2022.
[88][104] Railway Age, Omicron Forces Amtrak Service Cuts, 18 January 2022.

north-south main line. Trains on the Metra Electric Line do not operate over or cross at grade any of CN's adjacent freight tracks.

VI. ~~V.~~ Post-Transaction Operations

The proposed post-transaction operations on the Springfield Line are straightforward. The transaction will add approximately 400 miles to CN's existing 5,300+ mile United States network. While CN believes that the Springfield Line can be an important and economically beneficial component of the national rail network, and that ICRR ownership of the line will preserve a competitive route between Kansas City and Chicago, the scope of the transaction is not operationally complex. The areas most affected by transaction-related traffic growth will be the Springfield Line and a few yards and terminals (East St. Louis and the IFG Terminal 24 miles south of Kansas City). As discussed below, CN plans to make substantial capital investments in the Springfield Line to ensure that the growth can be absorbed.

The proposed transaction will also result in increased intermodal and automotive traffic on CN's Gilman Subdivision and at certain CN yards including CN's Detroit Intermodal Yard and the CIT. Most of the transaction-related Springfield Line traffic will be added to existing trains already moving on CN. The proposed acquisition of the Springfield Line improves the single line service capabilities of the CN system, preserving and enhancing competition between Chicago and Kansas City. More than 80,000 trucks will be removed from the highways each year, producing public benefits, including reduced carbon emissions,

reduced highway congestion, and reduced public expenditures for highway maintenance. The more than 80,000 trucks that will be diverted to CN include approximately 77,800 dry vans and containers that will divert from highway to rail intermodal service, approximately 1,480 car transporters carrying assembled automobiles that will divert to multilevel railcars ("multilevels"), and 900 trucks with cargoes that can move via transload service (i.e., bulk commodities such as plastic pellets and cement that use rail for linehaul and transfer to/from truck for first/last mile pickups and deliveries) that will divert to covered hoppers and other types of railcars.

A total of approximately 49,500 railcars will be diverted from other railroads due to the preservation of the Springfield Line as a competitive alternative between Kansas City and Chicago, the creation of new competitive rail routes from East St. Louis via the Springfield Line, and the new intermodal and automotive facilities that CN will construct in East St. Louis. The traffic diverted from other railroads includes approximately 31,000 intermodal containers, approximately 17,900 multilevel cars carrying finished automobiles, and approximately 600 carloads of grain.[89105]

An additional 12,500 containers that currently movie via congested East Coast ports to/from Kansas City and East St. Louis by rail or truck are projected to be diverted to the Port of Montreal, leveraging CN's new single-line service via the Springfield Line and CN's proposed new intermodal terminal in East St. Louis.

[89 See][105 Hunt] Verified Statement [of CN Witness David Hunt][for Springfield Line, Exhibit 12].

By acquiring the Springfield Line, CN will (1) preserve competition over the historic Gateway Western line over which KCS once provided service between Kansas City and Chicago; and (2) create new single-line rail automotive and intermodal service between Michigan/Eastern Canada and Kansas City. It also will establish a more direct route for traffic between Eastern Canada and the Midwest and East St. Louis, because traffic moving to East St. Louis via CN's current route from northern locations must move south of East St. Louis to Du Quoin, IL, before heading north for East St. Louis Yard; and traverses the same longer route on trips from East St. Louis to northern destinations.

CN plans to invest to build new automotive and intermodal facilities at the IFG Terminal and in East St. Louis. As discussed in detail in witness David Hunt's Verified Statement, it is anticipated that these routes and facilities will be widely used by the shipping community:

- The new ICCR intermodal facility at the IFG Terminal is projected to originate and terminate approximately 95,300 annual containers, with another approximately 26,000 annual containers moving through the new intermodal terminal in East St. Louis.
- Approximately 10,000 annual multilevel cars carrying assembled automobiles are projected to originate and terminate at the new IFG Terminal automotive facility, with an additional, approximately 9,750 multilevels originating at the new terminal in East St. Louis.[106]

[106] Hunt Verified Statement for Springfield Line.

A. Improved Service for Customers and Operations on the Springfield Line

ICCR's purchase of the Springfield Line will provide shippers two primary benefits:

1) The new single-line CN service between Kansas City and destinations in Michigan, Ohio, and Eastern Canada, which will cross the "watershed" (a north-south area of the United States extending up to 300-400 miles east and west of the Mississippi River where trucks have an unusually high share of freight shipments),[90][107] offering shippers a new rail alternative. CN anticipates that this new service will attract more than 80,000 truckloads per year from busy highways to CN's new service.[91]

2) CN has committed to spend at least $250M to upgrade the Springfield Line and CN's adjacent line between Springfield and Gilman IL, where the new route will connect with CN's mainline to Markham, Kirk Yard and points beyond. This investment includes constructing new intermodal / automotive facilities south of Kansas City (IFG Terminal) and East St. Louis. These investments will enable CN to improve transit times, decrease car cycles, improve asset utilization, and realize operating synergies created by the new single-line service from fewer handlings due to single-line service and capital improvements.

[90][107] Railroads to the east (NS and CSXT) and the west (BNSF and UP) of the Mississippi River are not generally interested in traffic that may be short-haul to them but long-haul to railroads on the other side of the river. As a result, trucking has a very high share of freight crossing the "watershed."

[91] See Verified Statement of CN witness David Hunt for details.

To implement these new services, CN proposes to acquire a 50 percent interest in the IFG Terminal from KCS. The IFG Terminal has only 356 acres currently developed. As detailed below, CN will invest and estimated $56 million to construct new intermodal and automotive facilities to support post-transaction operations at the IFG Terminal Intermodal traffic and multilevel cars originating in East St. Louis will move from the new intermodal/auto terminal that CN plans to build in East St Louis to connect with the Kansas City eastbound train at Roodhouse, IL.

CN's proposed train operations will encompass several components: A six day per week train service will be operated from East St. Louis and terminating at the Knoche Joint Agency yard (shared by CP and KCS) in Kansas City for the carload traffic; and a daily (seven days per week) turn job would operate from Roodhouse, IL to East St. Louis to handle intermodal and automotive traffic between St. Louis (coming from CSXT, the new CN East St. Louis terminal facilities, and points south (Mobile, AL; Jackson, MS; New Orleans, LA; and Memphis, TN) and the IFG Terminal. CN will provide separate services to Knoche Yard and IFG, with manifest service six day per week, and the intermodal/automotive service seven days per week, from KCS's existing four day per week service. Existing and future customers will receive a superior level of service to what is currently provided by KCS, by eliminating the need to shuttles cars between Knoche and IFG, as ICRR will provide direct service to both terminals for CN and CSXT traffic. Traffic in

KCS's account moving between Kansas City and points on the Springfield Line pursuant to the proposed haulage agreement will also move via those facilities.

Local operations in East St. Louis to the NS interchange, Wood River, and Godfrey would remain the same as KCS's current operations. Interchange with CSXT and TRRA would be six days per week to match the through service. Interchange with CSXT could be increased to seven days per week if there is sufficient intermodal/automotive volume for the IFG Terminal. Other local service in the St. Louis area would remain {{ }} as it is today. As both CN and KCS currently interchange with the TRRA, the six day a week service provided by CN would be continued and replace the KCS {{ }} service.

Overall, this post-transaction train plan represents an increase in current service over the Springfield Line with daily service to IFG by CN, and effectively for CSXT, which interchanges to KCS at Rose Lake Yard. It also contemplates an increase in service of 50 percent from four days per week to six days per week. All local service would be at least five days per week and interchanges would be five or six days per week, based on future volumes.

KCS will be able to continue to serve its existing non-unit train customers as per a Haulage Agreement to be negotiated with CN, under which CN would provide the train service. For unit train traffic to KCS' existing grain customers, KCS would provide the cars and locomotives and CN would provide the T&E crews, under a Haulage Agreement to be negotiated between CN and KCS and described further below.

Service within the Kansas City terminal area will also change. Currently, the Springfield Line terminates at Rock Creek Junction, just east of Kansas City, MO. At Rock Creek Junction, the Springfield Line connects with KCT's mainline west into Kansas City and with a UP line extending northwest toward Airline Junction near the entrance to the KCS-CP Knoche Yard (also known as the "Joint Agency Yard"). KCS holds a 16.67% ownership share[92][108] and CP holds an 8.33% ownership share in KCT.[93][109] KCS has overhead trackage rights on UP's line between Rock Creek Junction and Airline Junction. As part of this Responsive Application, CN seeks to acquire (1) an 8.33% ownership share in KCT and (2) assignment to CN of KCS's trackage rights over the UP line segment. After the transaction, CPKC will own 16.67% ownership of KCT.

Upon reaching Rock Creek Junction, ICRR trains would operate via the UP trackage rights line to Airline Junction. Trains destined to the IFG Terminal would then turn south via trackage rights ono KCS's Pittsburg Subdivision for the final approximately 24-mile movement to IFG.[94][110]

CN's other daily planned through train on the Springfield Line would operate between Rock Creek Junction and Airline Junction over the UP trackage rights, and then on KCT trackage to Knoche Yard, where CPKC

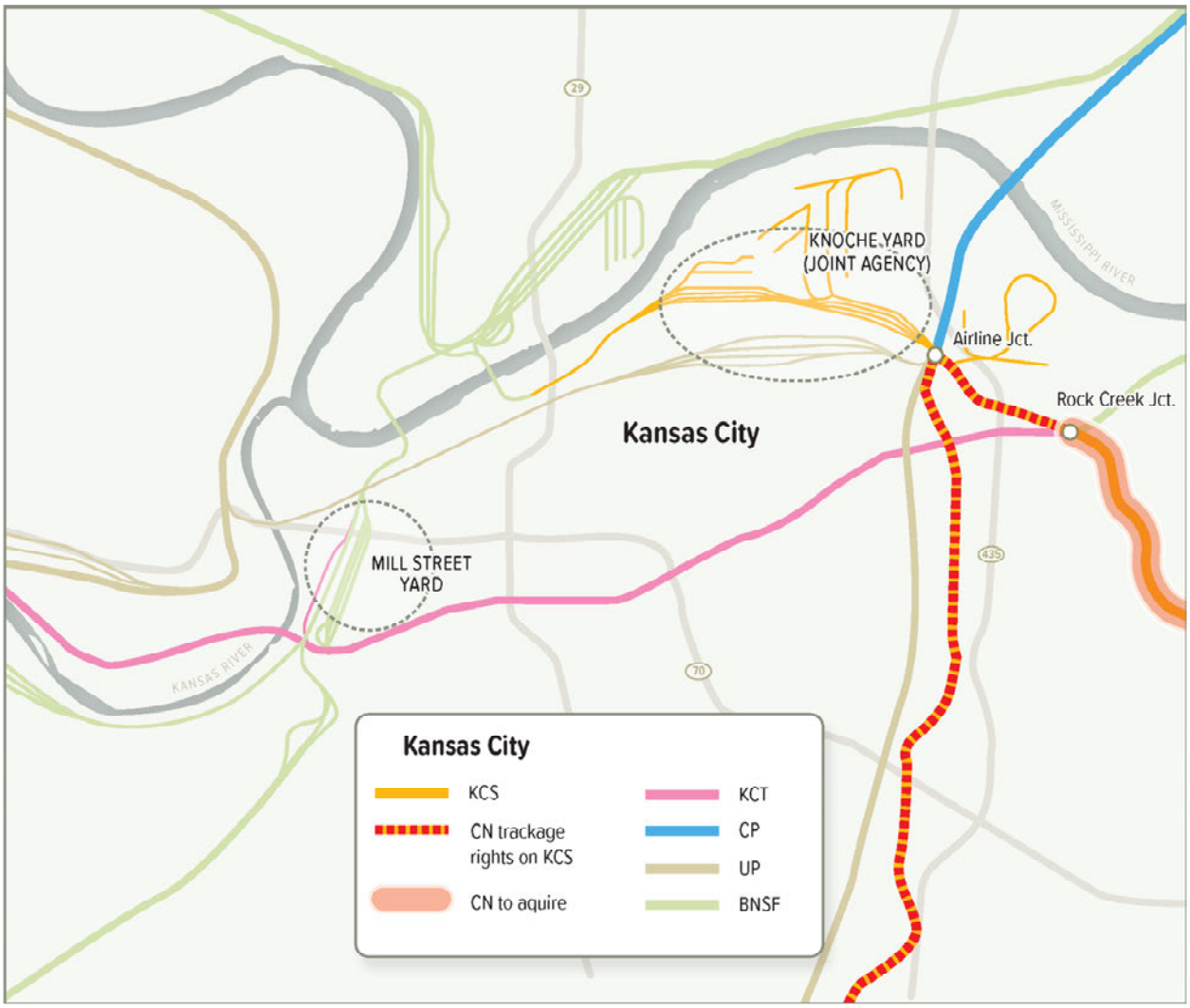
[92][108] See ~~CP/KC~~CP-KCS Application, Vol 1, Finance Docket No 36500, October 29, 2021 – hereinafter "CP-KCS Application, Vol. 1", Pg. 95.

[109] See CP-KCS Application, Vol. 1, Pg. 93 ~~Id. at 93~~.

[94][110] As described more fully below, CN's Responsive Application in this proceeding includes a request for overhead trackage rights on KCS's Pittsburg Subdivision extending from approximately Milepost 5.6 at Airline Junction to approximately Milepost 29.5 near Grandview in order to reach the IFG terminal.

non-intermodal/automotive haulage traffic handled by CN on the Springfield Line would be physically interchanged with CPKC. When needed, that train would proceed to KCT's Mill Street Yard, where other manifest traffic would be interchanged with KCT for handling as required for further interchange or delivery in the Kansas City terminal. Alternatively, if conditions and traffic volumes warranted, ICRR trains could continue onto KCT's tracks at Rock Creek Junction to reach Mill Street Yard or another appropriate location on KCT's line in Kansas City for the exchange of manifest traffic directly with KCT.

Figure 26
Kansas City Map



1. Improvements For Existing Customers

~~**Existing Customers.**~~ Existing customers on the Springfield Line will enjoy an improved level of service compared to the service that KCS provided.

A manifest train will operate six days per week in each direction between Kansas City and East St. Louis. These trains will pick-up and set-off cars along their route to support the Springfield Line's local train and yard assignments, an

improvement in frequency from the current KCS service which operates only four days per week.

Combining the volumes from CN and the merged CPKC loadings (much of it to/from CSXT, which currently interchanges more than {{ }} intermodal units per year with KCS at Rose Lake Yard in East St. Louis) will provide the critical density to support increased service for all the carriers using this route between Kansas City and East St. Louis. It will also provide direct service for carload traffic to the Knoche Joint Agency Yard and to the IFG Terminal without having to transfer cars between those two terminals in Kansas City. This feature of CN's Operating Plan eliminates a current inefficient operation where KCS takes manifest traffic south to IFG before moving it north to Knoche Yard on westbound trains, and shuttles intermodal traffic to Knoche Yard for eastbound Kansas City–East St. Louis manifest trains.

A Roodhouse–East St. Louis turn assignment will transfer intermodal/auto loadings. Its schedule will be coordinated to provide rapid delivery of loadings for East St. Louis that are set-off in Roodhouse, IL, by the new westbound CIT-Kansas City train; and deliver intermodal/auto loads for the new eastbound Kansas City–CIT train. This will be a new service offering for intermodal/auto shippers moving traffic between St. Louis and Toronto/Port of Montreal, as neither CN nor KCS currently have intermodal or automotive capacity in East. St. Louis. Detroit will be the largest source of new intermodal and multilevel traffic for the Springfield Line. The Roodhouse – E. St. Louis turn will also handle intermodal

and automotive traffic coming from Mobile, Jackson, New Orleans, and Memphis (via Centralia) to the Chicago – Kansas City train at Roodhouse for delivery to IFG and vice versa for southbound traffic.

2. Improved Local Service

CN proposes to augment the existing KCS local service along the key corridor between Roodhouse, IL and Mexico, MO, by extending the current service to Laddonia, MO, west to Mexico, MO and changing the frequency from {{ }} days per week to {{ }} days per week, as volume warrants. Service to Jacksonville, IL would be increased from {{ }} days per week to {{ }} days per week. Cars would be picked up and setoff at Mexico, MO, for the Roodhouse local operations {{ }} days per week instead of the current {{ }} days per week. Service to Cockrell, IL; Springfield, IL, Jerseyville, IL and Carrollton, IL would remain unchanged.

The {{ }} would be discontinued. Customers west of {{ }} (currently totaling less than {{ }} per day) would be served by the six-day-a-week through train between East St. Louis and Kansas City, thus providing replacement service for these customers. The reduction in local operations at {{ }} would be offset by an increase in local service at {{ }}, which would provide a significant improvement in service to the key existing and potential non-agricultural customers and the Ozark Valley Railroad on the lines between Jacksonville, IL and Mexico, MO.

3. KCS Grain Service

Under the proposed haulage agreement, KCS will have unit train access to its existing grain shippers, as described further below. ~~That~~Based on CN Full Waybill Methodology estimates, this unit train traffic currently averages {{[redacted]}} grain trains per week (including empties), while the CP-KCS Calibration Methodology puts this at {{ }} grain trains per week. Under the haulage agreement, CN would perform this unit train service on KCS' behalf with cars supplied by KCS or the customer and locomotives supplied by KCS.

More competitive rail options will be available to shippers on the Springfield Line. All shippers will now have the choice of using CN or KCS for their rail shipments.

B. Comparison of Pre- and Post-Transaction Operating Statistics

1. Changes in Yard Volume

CN anticipates that the proposed divestiture transaction will enable ICRR to attract over 121,000 new intermodal units, 19,000 new automotive shipments and over 1,500 new manifest loads to its network by Year 3.[~~95~~111] Yards that will experience an increase in volume of more than 25 cars per day or more than a 20 percent increase in volume compared to pre-transaction levels are shown in Figure 27 below.[~~96~~112] Not surprisingly under CN Full Waybill Methodology, the yards with the most significant volume increases are IFG ({{[redacted]}} increase); Roodhouse

[~~95~~111] See Hunt Verified Statement ~~of CN Witness David Hunt~~for Springfield Line.
[~~96~~112] See "HC – (Amended) Operating Metrics – Estimation of Yard Activity Methodology.pdf" for associated process and workpapers.

({{[redacted]}} increase); and East St. Louis ({{[redacted]}} increase). The traffic diversion analysis and the Operating Plan reflecting these increases demonstrates the opportunities on the Springfield Line.

Figure 27A presents the volumes based on the CN Full Waybill Methodology, and Figure 27B presents the alternative volumes based on the CP-KCS Calibration Methodology. Figure 27A differs from the February 28, 2022 Springfield Operating Plan Responsive Application by using intermodal cars and not intermodal platforms. We also adopted the CP-KCS May 13, 2022 Amended Operating Plan base car handlings for IFG (which also uses intermodal cars).

Figure ~~27~~27A
Pre- and Post-Transaction Yard Volumes[~~97~~] Based on CN Full Waybill Methodology[113]

[~~97~~] ~~Intermodal units expressed in platforms assuming capacity of two containers per platform and a 94% slot utilization rate, which is the same as the CPKC slot utilization assumption. See "HC – Intermodal to Railcar Conversion Factor Source Compilation.pdf." "Year 3" volumes for CPKC originations and terminations were increased by {{[redacted]}} over the Base Year to reflect Applicants' organic growth assumptions for KCS as indicated in the "Cost Metrics" spreadsheet. See "HC – Review of Growth Factors in CPKC Application.pdf." Organic growth is included for the CPKC traffic using their presumed {{[redacted]}} factor. No organic growth factor was applied to CN traffic for Years 1-3, as all of such traffic would be newly diverted from trucks or other railroads. See "HC – Operating Metrics – Estimation of Yard Activity Methodology.pdf" for associated process and workpapers.~~

[113] Intermodal yard activity expressed in cars assuming 4.7 intermodal units, which is the same as the CP-KCS slot utilization assumption. See "HC - Intermodal to Railcar Conversion Factor Source Compilation.pdf." "Year 3" volumes for CP-KCS originations and terminations were increased by {{[redacted]}} over the Base Year to reflect Applicants' organic growth assumptions for KCS as indicated in the "Cost Metrics" spreadsheet. See "HC - Review of Growth Factors in CPKC Application.pdf." Organic growth is included for the CP-KCS traffic using their presumed {{[redacted]}} factor. No organic growth factor was applied to CN traffic for Years 1-3, as all of such traffic would be newly diverted from trucks or other railroads. See "HC – (Amended) Operating Metrics – Estimation of Yard Activity Methodology.pdf" for associated process and workpapers.

LOCATION	Base Total Equivalent Cars Handled	Year 3 Total Equivalent Cars Handled	Change in Equivalent Cars Handled	Percent Change[98][1][14]	CN Estimated KCS Base Block Swap Equivalent Cars	CN Estimated Year 3 Block Swap Equivalent Cars	CN Estimated Block Swap Difference
Centralia	343.2	336.5	-6.8	-2%	~~102.2~~99.7	~~178.4~~143.2	~~76.2~~43.5
CIT	~~774.7~~309.9	~~830.8~~332.3	~~56.1~~22.4	7%	~~330.2~~133.5	~~424.3~~171.1	~~94.1~~37.6

~~98 The yard volume in this Responsive Application is calculated on an organic growth assumption for base CPKC traffic of {{[redacted]}} by Year 3. It differs from the tonnage density table provided for the Environmental Assessment, which included no organic growth in the primary comparison numbers for yard volumes~~[114] Base volumes at MEXICO_MO were computed using full year 2019 waybills since CP-KCS did not supply a base year in their Amended Operating Plan for MEXICO_MO.

~~98 The yard volume in this Responsive Application is calculated on an organic growth assumption for base CPKC traffic of {{[redacted]}} by Year 3. It differs from the tonnage density table provided for the Environmental Assessment, which included no organic growth in the primary comparison numbers for yard volumes~~[114] Base volumes at MEXICO_MO were computed using full year 2019 waybills since CP-KCS did not supply a base year in their Amended Operating Plan for MEXICO_MO.

LOCATION	Base Total Equivalent Cars Handled	Year 3 Total Equivalent Cars Handled	Change in Equivalent Cars Handled	Percent Change[98][1][14]	CN Estimated KCS Base Block Swap Equivalent Cars	CN Estimated Year 3 Block Swap Equivalent Cars	CN Estimated Block Swap Difference
Detroit IM Terminal	232.492.9	306.7122.7	74.329.7	32%	0.0	0.0	0.0
East St. Louis[99]	{{ }}	{{ }}	{{ }}	{{ }}	{{ }}	{{ }}	{{ }}
Flat Rock	319.3	348.1	28.8	9%	84.9	84.9	0.0
Flint	89.9	92.1	2.2	2%	135.859.1	170.773.2	34.914.1
International Freight Gateway[100]	{{ }}	{{ }}	{{ }}	{{ }}	{{ }}	{{ }}	{{ }}
Markham	524.2515.6	558.7550.1	34.5	7%	28.221.9	56.850.5	28.6

[99] Base volumes at ESTLOUIS_IL, MEXICO_MO, and ROODHOUSE_IL were computed using full year 2019 waybills, and reflect intermodal volumes stated in platforms, and did not rely on CP/KC application yard volumes.

[100] IFG includes CPKC activity counts for base period and "Year 3" periods based on CP/KC Application yard volume reports, and detailed review of CPKC 2019 waybill data and traffic studies. See "HC – Yard Volume Comparison for Pre- and Post-Transaction.xlsx" for details.

LOCATION	Base Total Equivalent Cars Handled	Year 3 Total Equivalent Cars Handled	Change in Equivalent Cars Handled	Percent Change[98][1][14]	CN Estimated KCS Base Block Swap Equivalent Cars	CN Estimated Year 3 Block Swap Equivalent Cars	CN Estimated Block Swap Difference
Memphis IM Terminal	306.1122.4	341.8136.7	35.714.3	12%	56.2	59.5	3.4
Mexico[101][115]	{{ }}	{{ }}	{{ }}	{{ }}	{{ }}	{{ }}	{{ }}
Roodhouse	{{ }}	{{ }}	{{ }}	{{ }}	{{ }}	{{ }}	{{ }}

Figure 27B
Pre- and Post-Transaction Alternative Yard Volumes Based on CP-KCS Calibration Methodology[116]

LOCATION	Base Total Equivalent Cars Handled	Year 3 Total Equivalent Cars Handled	Change in Equivalent Cars Handled	Percent Change[117]	CN Estimated KCS Base Block Swap Equivalent Cars	CN Estimated Year 3 Block Swap Equivalent Cars	CN Estimated Block Swap Difference
Centralia	343.2	336.5	-6.8	-2%	99.7	143.2	43.5
CIT	309.9	332.3	22.4	7%	133.5	171.1	37.6
Detroit IM Terminal	92.9	122.7	29.7	32%	0.0	0.0	0.0
East St. Louis [118]	124.4	191.6	67.2	54%	{{ }}	{{ }}	{{ }}
Flat Rock	319.3	348.1	28.8	9%	84.9	84.9	0.0
Flint	89.9	92.1	2.2	2%	59.1	73.2	14.1
International Freight Gateway[119]	98.0	203.5	105.5	108%	{{ }}	{{ }}	{{ }}
Markham	515.6	550.1	34.5	7%	21.9	50.5	28.6

[101][115] The site is not technically a yard but is used as a block swap location in the Operating Plan.
[116] Intermodal yard activity expressed in cars assuming 4.7 intermodal units per car, which is the same as the CP-KCS slot utilization assumption. *See* "HC - Intermodal to Railcar Conversion Factor Source Compilation.pdf." "Year 3" volumes for CP-KCS originations and terminations were increased by {{ }} over the Base Year to reflect Applicants' organic growth assumptions for KCS as indicated in the "Cost Metrics" spreadsheet. *See* "HC - Review of Growth Factors in CPKC Application.pdf." No organic growth factor was applied to CN traffic for Years 1-3, as all of such traffic would be newly diverted from trucks or other railroads. *See* "HC – (Amended) Operating Metrics – Estimation of Yard Activity Methodology.pdf" for associated process and workpapers.
[117] The yard volume in this Responsive Application is calculated on an organic growth assumption for base CP-KCS traffic of { }} by Year 3.
[118] Base volumes at MEXICO MO were computed using full year 2019 waybills since CP-KCS did not supply a base year in their Amended Operating Plan for MEXICO MO.
[119] IFG includes CP-KCS activity counts for base period and "Year 3" periods based on CP-KCS Application yard volume reports, and detailed review of CP-KCS 2019 waybill data and traffic studies. *See* "HC – Yard Volume Pre and Post Transaction Estimates.xlsx" for details.

Memphis IM Terminal	122.4	136.7	14.3	12%	56.2	59.5	3.4
Mexico	8.3	8.3	0.0	0%	{{ }}	{{ }}	{{ }}
Roodhouse	13.4	28.6	15.2	114%	{{ }}	{{ }}	{{ }}

2. Changes In Trains Per Day by Segment

The projected increase in traffic volumes by Year 3 will result in an increase in trains per day on the Springfield Line, as shown in ~~Figure 28.~~[102] Figures 28A and 28B.[120] Figure 28A is based on the CN Full Waybill Methodology while Figure 28B is based on the CP-KCS Calibration Methodology. Figure 28B differs by using the trains-per-day for the base from Appendix T of the May 13, 2022 CP-KCS Amended Operating Plan.

Figure 28 A
Trains Per Day: Springfield Line[103] using CN Full Waybill Methodology[121]

Segment	Pre-Transaction Trains Per Day	Post-Transaction Trains Per Day	Change in Trains Per Day
IFG to Kansas City	13.5	29.7	15.6
Kansas City to ~~Slate~~Slater	~~2.9~~3.4	5.1	~~2.2~~ 1.7
Slater to Mexico	2.5	4.6	2.1
Mexico to Roodhouse	2.5	6.0	3.5

~~[102] *See* "Operating Metrics – Estimation of Line Density And Train Count Methodology.pdf" and associated workpapers.~~

[120] *See* "HC – (Amended) Operating Metrics – Estimation of Line Density And Train Count Methodology.pdf" and associated workpapers.

~~[103] Certain segments of the Springfield Line also have Amtrak trains described elsewhere in the Operating Plan. *See* "HC – Operating Metrics – Estimation of Line Density And Train Count Methodology.pdf".~~

[121] Certain segments of the Springfield Line also have Amtrak trains described elsewhere in the Operating Plan. *See* "HC – (Amended) Operating Metrics – Estimation of Line Density And Train Count Methodology.pdf".

Roodhouse to Godfrey	~~1.6~~1.8	4.1	~~2.5~~2.3
Godfrey to East St. Louis	2.9	5.6	2.6
Roodhouse to Murrayville	1.7	4.1	2.4
Murrayville to Jacksonville	1.4	1.8	0.4
Murrayville to Springfield	0.3	2.3	2.0
Venice to K Tower	2.9	2.9	-0.0
Bridge Junction to Q Tower	2.9	2.9	-0.0
Q Tower to Rose Lake Yard	0.2	0.2	0.0
Willows to East. St. Louis	1.4	1.7	0.3
M&O Junction to Tolson	1.5	1.5	0.0

Figure 28 B
Alternative Trains Per Day: Springfield Line using CP-KCS Calibration Methodology[122]

Segment	Pre-Transaction Trains Per Day	Post-Transaction Trains Per Day	Change in Trains Per Day
IFG to Kansas City	15.1	28.5	13.4
Kansas City to Slater	2.7	4.5	1.7
Slater to Mexico	1.9	3.9	2.0
Mexico to Roodhouse	2.1	5.6	3.4
Roodhouse to Godfrey	1.6	3.9	2.3
Godfrey to East St. Louis	3.7	6.3	2.6
Roodhouse to Murrayville	0.8	3.1	2.3
Murrayville to Jacksonville	0.7	1.0	0.3
Murrayville to Springfield	0.6	2.6	2.0
Venice to K Tower	2.9	2.9	0.0
Bridge Junction to Q Tower	2.9	2.9	0.0
Q Tower to Rose Lake Yard	0.2	0.2	0.0
Willows to East. St. Louis	1.4	1.7	0.3
M&O Junction to Tolson	1.5	1.5	0.0

Figure 29
Trains Per Day: Segments Neighboring the Springfield Line~~104~~[123]

Subdivision	Segment	Pre-Transaction Trains Per Day	Post-Transaction Trains Per Day	Change in Trains Per Day	Passenger Trains Per Day

[122] Certain segments of the Springfield Line also have Amtrak trains described elsewhere in the Operating Plan. See "HC – (Amended) Operating Metrics – Estimation of Line Density And Train Count Methodology.pdf.

~~104~~[123] The below train counts reflect the ~~CP/KC~~CP-KCS Application's presumed {{[redacted]}} organic growth rate, which CN accepts only for purposes of the operating plan to match the ~~CP/KC~~CP-KCS submission.

St. Louis	Du Quoin to Pinckneyville	5.1	5.1	-	-
St. Louis	Pinckneyville to Coulterville	5.1	5.1	-	-
St. Louis	Coulterville to Lenzburg	3.1	3.1	-	-
St. Louis	Lenzburg to Freeburg	1.7	1.7	-	-
St. Louis	Freeburg to Wilderman	1.7	1.7	-	-
St. Louis	Wilderman to East St. Louis	1.7	1.7	-	-
Gilman	Gilman to Gibson City	2.3	4.3	2.0	-
Gilman	Gibson City to Clinton	2.0	4.0	2.0	-
Gilman	Clinton to Mt. Pulaski	2.0	4.0	2.0	-
Gilman	Mt. Pulaski to Brickyard Junction	0.3	2.3	2.0	-

The Chicago and Gilman Subdivisions on CN's existing network will also have two additional trains per day, as shown in Figure 30. Other CN subdivisions will accommodate additional car volume in existing trains.

Figure 30
Other Segments Projected to Have Change in Trains Per Day[~~105~~124]

Subdivision	Segment	Pre-Transaction Trains Per Day	Post-Transaction Trains Per Day	Change in Trains Per Day	Passenger Trains Per Day
Memphis	Memphis to West Junction	21.4	23.4	2.0	2.0
Memphis	West Junction to Memphis Intermodal Terminal	6.6	8.6	2.0	-
Chicago	Homewood to Stuenkel	25.6	27.6	2.0	6.0
Chicago	Stuenkel to Gilman	23.1	25.1	2.0	6.0
Chicago	Kensington to Homewood[~~106~~125]	18.0	18.8	0.8	6.0
Elsdon	Harvey to CIT	11.1	13.1	2.0	-

3. Changes in GTMs by Line Segment

~~Figure 31~~Figures 31A and 32B below shows the impact of post-transaction traffic growth projections on the Springfield Line by Gross Ton Miles by segment.

[~~105~~124] The below train counts include the ~~CP/KC~~CP-KCS applications' presumed {{[redacted]}} organic growth rate that CN is accepting only for purposes of the Operating Plan to match the ~~CP/KC~~CP-KCS submission. See "HC – (Amended) Operating Metrics – Estimation of Line Density And Train Count Methodology.pdf" for associated workpapers.

[~~106~~125] Only 39% of the section Kensington to Homewood IL will have two new trains that operate between CIT and the IFG in Kansas City. This amounts to an increase of 0.78 trains per day for this section. These two trains are fully reported in subsequent sections such as the Homewood to Stuenkel IL section.

Figure 31A uses the CN Full Waybill Methodology, and 31B uses the CP-KCS Calibration Methodology.

There are two major differences between Figures 31B and 31A. The base tonnage in 31B is from Amended Operating Plan, May 13, 2022, Appendix T, while the base tonnage in 31A is derived from the waybills, except for IFG to Kansas City which also is from Appendix T. The other change is that the CP-KCS methodology shows a higher – and unrealistic – increase in merger related tonnage due to errors in its modeling process (see Appendix A below for additional details).

Figure ~~31~~31A
CN Full Waybill Methodology Post-transaction Growth Projections for Segments on Springfield Line~~107~~126

Gross Tons (000s)~~108~~127

Segment	Distance	Adjusted Base 2019 Tons~~128~~	Post-transaction (no organic growth)	Change in Gross Tons	% Change
IFG to Kansas City	23.24	~~51,259~~47,466	~~91,173~~79,998	~~39,914~~32,532	~~78~~69%
Kansas City to Slater	98.6	~~10,376~~9,608	~~15,801~~13,909	~~5,425~~4,301	~~52~~45%
Slater to Mexico	67.9	~~8,809~~8,157	~~14,026~~12,436	~~5,217~~4,279	~~59~~52%
Mexico to Roodhouse	88.4	~~6,656~~6,163	~~12,605~~11,223	~~5,949~~5,059	~~89~~82%
Roodhouse to Godfrey	48.1	~~3,816~~3,534	~~6,871~~6,085	~~3,055~~2,551	~~80~~72%
Godfrey to East St. Louis	32.9	~~7,288~~6,749	~~10,403~~9,442	~~3,115~~2,693	~~43~~40%
Roodhouse to Murrayville	15.6	~~3,090~~2,861	~~7,970~~7,314	~~4,880~~4,452	~~158~~156%
Murrayville to Jacksonville	10.4	~~3,054~~2,828	~~3,468~~2,828	~~414~~0	~~14~~0%
Murrayville to Springfield	18	~~43~~40	~~4,506~~4,491	~~4,463~~4,451	~~10380~~11179%
Venice to K Tower	3.13	373	427	54	14%
Bridge Junction to Q Tower	0.78	373	427	54	14%
Q Tower to Rose Lake Yard	2.03	164	199	34	21%
Willows to East. St. Louis	5.14	1,505	1,831	326	22%

~~107~~126 See "HC – (Amended) Operating Metrics – Estimation of Line Density And Train Count Methodology.pdf" and associated analysis workpapers for how the values were estimated.

~~108~~127 The tonnage density in this Responsive Application is calculated on an organic growth assumption for base ~~CPKC~~CP-KCS traffic of {{[redacted]}} by Year 3. ~~It differs from the~~ The tonnage density table provided for the Environmental Assessment, ~~which included no~~separates the organic growth in the primary comparison numbers, and an advisory column estimating potential Year 5 organic growth at the same rate as was experienced for the 2015-2019 period.

128 See Exhibit A, page A-2 for more information on eliminating locomotive weight.

M&O Junction to Tolson	2.6	207	236	30	14%

Figure ~~32~~31B
CP-KCS Calibration Methodology Post-transaction Alternative Growth Projections for Segments on Springfield Line[129]

Segment	Distance	Base 2019 Tons (Appendix T)	Post-transaction	Change in Gross Tons	Additional Tons due to CP-KCS miscalibration, to align with Decision 17	% Change
IFG to Kansas City	23.2	36,810	69,342	32,532	-	88%
Kansas City to Slater	98.6	6,166	11,091	4,921	620	80%
Slater to Mexico	67.9	4,281	8,939	4,659	380	109%
Mexico to Roodhouse	88.4	4,019	9,419	5,399	340	134%
Roodhouse to Godfrey	40.0	1,053	3,601	2,551	-	243%
Godfrey to East St. Louis	32.9	6,838	10,533	3,693	1000	54%
Roodhouse to Murrayville	15.6	998	5,452	4,452	-	445%
Murrayville to Jacksonville	10.4	1,331	1,330	0	-	0%
Murrayville to Springfield	18.0	168	4,621	4,451	-	2618%
Venice to K Tower	3.1	373	427	54	-	14%
Bridge Junction to Q Tower	0.8	373	427	54	-	14%
Q Tower to Rose Lake Yard	2.0	164	171	7	-	4%
Willows to East. St. Louis	5.1	1,505	1,829	324	-	22%
M&O Junction to Tolson	2.6	207	218	11	-	5%

Figures 32A and 32B examine the IFG to Kansas City segment based on the two methodologies. In these figures, CN's post transaction plan adds an estimated {{[redacted]}} gross tons; the {{[redacted]}} CN's expected diversions on this line is offset by the elimination of an out of route move for the carload traffic from the Springfield line destined to Knoche yard which currently moves via IFG. The

[129] *See* "HC – (Amended) Operating Metrics – Estimation of Line Density And Train Count Methodology.pdf" and associated analysis workpapers for how the values were estimated.

post-transaction tonnage includes the KCS diversion amount stated in their CP-KCS Application, based on the values from the "Pittsburg - Kansas City" segment.

Figure 32A
CN Full Waybill Methodology Post-transaction Growth Projections Breakdown for Segment Between International Freight Gateway and Kansas City[109]

				Gross Tons (000s)		
Segment	Distance	Adjusted Base 2019 Tons	~~KCS Growth~~ KCS Diversion	CN Diversion	Post-transaction	% Change
IFG to Kansas City	23.3	~~51,259~~47,466	~~7,391~~ 29,137	3,395	~~91,172~~79,998	~~78~~69%

Figure 32B
CP-KCS Calibration Methodology Post-transaction Alternative Growth Projections Breakdown for Segment Between International Freight Gateway and Kansas City

Gross Tons (000s)						
Segment	Distance	Base 2019 Tons (Appendix T)	KCS Diversion	CN Diversion	Post-transaction	% Change
IFG to Kansas City	23.3	36,810	29,137	3,395	69,342	88%

Figure 33

~~[109] CN's post transaction plan adds an estimated {{[redacted]}}); the {{[redacted]}} CN's expected diversions on this line is offset by the elimination of an out of route move for the carload traffic from the Springfield line destined to Knoche yard which currently moves via IFG. The post transaction tonnage includes the KCS diversion amount stated in their CP/KC Application, based on the values from the "Pittsburg - Kansas City" segment.~~

Post-transaction Growth Projections for Segments Neighboring the Springfield Line[110][130]

Gross Tons (000s)						
Subdivision	Segment	Distance	Base 2019 Tons	Post-transaction	Change in Gross Tons	% Change
St. Louis	Du Quoin to Pinckneyville	8.9	6,935	8,339	1,404	20%
St. Louis	Pinckneyville to Coulterville	14.6	6,872	8,276	1,404	20%
St. Louis	Coulterville to Lenzburg	19.6	6,687	8,092	1,405	21%
St. Louis	Lenzburg to Freeburg	11.4	1,598	3,008	1,410	88%
St. Louis	Freeburg to Wilderman	4.2	1,595	3,005	1,410	88%
St. Louis	Wilderman to East St. Louis	11.4	1,582	2,992	1,410	89%
Gilman	Gilman to Gibson City	29.05	1,690	6,132	4,442	263%
Gilman	Gibson City to Clinton	38.6	879	5,320	4,441	506%
Gilman	Clinton to Mt. Pulaski	21.7	885	5,308	4,423	500%
Gilman	Mt. Pulaski to Brickyard Junction	25	260	4,693	4,434	1706%

4. Changes in Intermodal Lifts by Terminal

The majority of the new traffic that CN expects to divert to the Springfield Line consists of intermodal loads currently moving either by truck or on other railroads. Figure 34 below shows the pre- and post-transaction difference in lifts at the largest intermodal facilities based on the CN Full Waybill Methodology.

Figure 34
Intermodal Facilities with Largest Change in Units Handled[111][131]

Total Intermodal Units Originated and Terminated Loaded and Empty (Includes CPKC Organic Growth)				
Locations	Pre-Transaction	Post-Transaction	Difference	% Difference
International Freight Gateway	{{[redacted]}}	{{[redacted]}}	{{[redacted]}}	{{[redacted]}}
Detroit Intermodal Terminal	159,444	210,437	50,993	32%
CIT	491,663	521,751	30,088	6%
East St. Louis	0	29,739	29,739	
Montreal Wharf	93,828	107,391	13,563	14%

[110][130] See "HC – (Amended) Operating Metrics – Estimation of Line Density And Train Count Methodology.pdf" and associated analysis workpapers for how the values were estimated.
[111][131] See "HC - Change in Intermodal Containers and Mutilevels by Location - Base vs Post-Transaction – Methodology.pdf" and associated analysis workpapers.

Indiana Intermodal Terminal	40,071	52,964	12,893	32%
May Yard	25,820	37,122	11,302	44%
All others	4,446,052	4,473,963	27,911	1%
Total	{{[redacted]}}	{{[redacted]}}	{{[redacted]}}	{{[redacted]}}

The largest increase is at the IFG Terminal. Figure ~~35~~35A shows the pre- and post-transaction division of intermodal units at IFG by railroad based on CN Full Waybill Methodology. Similarly, Figure 35B is based on the CP-KCS Calibration Methodology. As described further below, CN is prepared to invest in the IFG Terminal so that the increase in units handled can be absorbed.

Figure ~~35~~35A
Breakdown of Changes in Intermodal Units Handled at International Freight Gateway by Railroad~~112~~ Using CN Full Waybill Methodology[132]

International Freight Gateway - Total Intermodal Units Originated and Terminated for Loaded and Empty (Includes CPKC Organic Growth)				
Railroad	Pre-Transaction	Post-Transaction	Difference	% Difference
CP-KCS related	{{[redacted]}}	{{[redacted]}}	{{[redacted]}}	{{[redacted]}}
CN Related	0	113,303	113,303	-
Total	{{[redacted]}}	{{[redacted]}}	{{[redacted]}}	{{[redacted]}}

Figure 35B

~~112 See "HC - Change in Intermodal Containers and Mutilevels by Location - Base vs Post-Transaction - Methodology.pdf" and associated analysis workpapers.~~

132 See "HC - Change in Intermodal Containers and Mutilevels by Location - Base vs Post-Transaction – Methodology.pdf" and associated analysis workpapers.

Alternative Breakdown of Changes in Intermodal Units Handled at International Freight Gateway by Railroad Using CP-KCS Calibration Methodology[133]

International Freight Gateway - Total Intermodal Units Originated and Terminated for Loaded and Empty (Includes CPKC Organic Growth)				
Railroad	Pre-Transaction	Post-Transaction	Difference	% Difference
CP-KCS related	{{[redacted]}}	{{[redacted]}}	{{[redacted]}}	{{[redacted]}}
CN Related	0	113,303	113,303	-
Total	{{[redacted]}}	{{[redacted]}}	{{[redacted]}}	{{[redacted]}}

The second largest category of traffic that CN expects to attract to the Springfield Line is automotive traffic. Figure 36 shows the automotive facilities that CN projects will experience the largest changes in automotive units handled based on the CN Full Waybill Methodology.

Figure 36
Automotive Locations With Largest Change in Cars Handled~~113~~134

Total Multilevel Cars Originated and Terminated Loaded and Empty (Includes CPKC Organic Growth)				
Locations	Pre-Transaction	Post-Transaction	Difference	% Difference
International Freight Gateways	{{[redacted]}}	{{[redacted]}}	{{[redacted]}}	{{[redacted]}}
East St. Louis	{{[redacted]}}	{{[redacted]}}	{{[redacted]}}	{{[redacted]}}
Flat Rock, MI	10,066	19,764	9,698	96%
Markham, IL	92,443	98,070	5,627	6%
All others	541,202	552,220	11,018	2%
Total	{{[redacted]}}	{{[redacted]}}	{{[redacted]}}	{{[redacted]}}

Once again, the largest increase will occur at IFG. Figure 37 shows the breakdown by railroad at that facility based on the CN Full Waybill Methodology.

[133] Daily handlings at IFG of {{[redacted]}} are listed in Application, Vol 2, Section 9 2 2, Exhibit 13, page 345; and the CP-KCS Amended Operating Plan, page 126. That yields {{[redacted]}} handlings per year.
~~113~~134 *See* "HC - Change in Intermodal Containers and Mutilevels by Location - Base vs Post-Transaction – Methodology.pdf" and associated analysis workpapers.

Figure 37
Breakdown of Changes in Multilevel Cars Handled at International Freight Gateway by Railroad[114][135]

International Freight Gateway - Total Multilevel Cars Originated and Terminated for Loaded and Empty (Includes CPKC Organic Growth)				
Railroad	Pre-Transaction	Post-Transaction	Difference	% Difference
CP-KCS Related	{{[redacted]}}	{{[redacted]}}	{{[redacted]}}	{{[redacted]}}
CN Related	0	12,876	12,876	-
Total	{{[redacted]}}	{{[redacted]}}	{{[redacted]}}	{{[redacted]}}

5. Trains Added, Dropped, or Changed

Figure 38 below shows the trains added on the Springfield Line between KCS' pre-transactions operations and CN's post-transaction operations. All but one train will run daily each week.

Figure 38
Springfield Line - Trains Added

Train Type	Symbol	Origin - Destination	Dist. (miles)	Runs per Week	Est. Transit Time (Hrs)	Notes
IMDL	I-CHKC	CHIINTTER_IL to INTFREGAT_MO	494	7	20.5	• New direct train from CIT to IFG • Mixed intermodal and automotive • Carries blocks from CIT for East St Louis and IFG • Picks-up blocks from Detroit Intermodal, Montreal, and Flatrock at CIT for East St. Louis and IFG from trains Z149, E261 and E271 • Picks up Blocks from Memphis, Indianapolis, CSXT at Rose Lake, and East St. Louis for IFG at Roodhouse connecting from train I-RHSL • Sets off East St. Louis blocks at Roodhouse for connection to train I-RHSL

[114][135] See "HC - Change in Intermodal Containers and ~~Multilevels~~Mutilevels by Location - Base vs Post-Transaction – Methodology.pdf" and associated analysis workpapers.

Train Type	Symbol	Origin - Destination	Dist. (miles)	Runs per Week	Est. Transit Time (Hrs)	Notes
IMDL	I-KCCH	INTFREGAT_MO to CHIINTTER_IL	494	7	20.5	• New direct train from IFG to CIT • Mixed intermodal and automotive • Carries blocks from IFG for CIT, Detroit Intermodal, Flat Rock and Montreal Also carries blocks for East St. Louis, CSX/Rose Lake, Indianapolis, and Memphis for connection to I-RHSL at Roodhouse • Picks-up additional blocks for Chicago Intermodal, Markham, Detroit Intermodal, Flat Rock and Montreal at Roodhouse from I-RHSL • Detroit Intermodal, Flat Rock and Montreal blocks set off at Chicago for connection to trains Q116 and Z148
IMDL	I-RHSL	ROODHOUSE_IL (Turn)	146	7	5.8	• Turn train from Roodhouse to East St Louis shuttling blocks between East St. Louis and Roodhouse for connection to I-CHKC and I-KCCH • Carries blocks made at East St Louis, Indianapolis, CSX/Rose Lake, and Memphis for IFG from East St Louis to Roodhouse for connection to I-CHKC • Carries blocks made at East St Louis for CIT, Detroit, Flat Rock, and Montreal from East St Louis to Roodhouse for connection to I-KCCH • Carries blocks made at IFG for East St. Louis, CSX/Rose Lake, Indianapolis, and Memphis from Roodhouse to East St Louis from connection with I-KCCH • Carried blocks made at CIT, Detroit, Flat Rock, and Montreal for East St Louis from Roodhouse to East St. Louis from connection with CHKC • Carries local block from East St Louis to Roodhouse and reverse
LOCAL	LRH102	ROODHOUSE_IL (Turn)	177	5	10.1	• Roodhouse to Mexico local turn train serving all points along line including Hillview, Pleasant Hill, Louisiana, Vandalia, Laddonia, and Mexico • Delivers cars to/from Kansas City for train M-VNKC at Mexico and picks up cars from M-KCVN for customers served out of Roodhouse • Traffic for points on CN connects to I-RHSL at Roodhouse

Figure 39 identifies the trains that will be discontinued following the transaction. As explained in the notes column, however, all of the services provided by these trains today would continue to be provided via different operations.

Figure 39
Trains Discontinued

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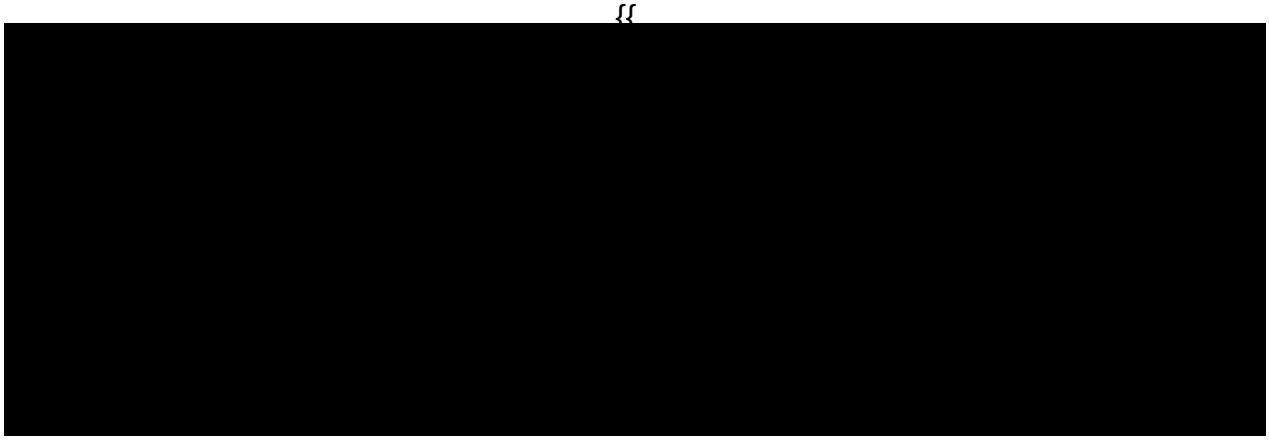

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Figure 40 lists the trains currently operated by KCS on the Springfield Line that will be continued (in some cases with modifications) by ICRR. One local train (YES305) will be unchanged but adjustments in service will be applied to each of the others.

Figure 40
Springfield Line Non-Local Trains Continued/Changed

Train Type	Symbol	Origin - Destination	Dist. (miles)	Runs per Week	Est. Transit Time (Hrs)	Notes
MANIFEST	M-KCVN	KANCITY_MO to ESTLOUIS_IL	321	6	14.5	• Handles local work (as needed) between Centralia, MO and Odessa, MO • Picks up and sets off at Mexico, MO instead of Roodhouse, IL and Slater, MO • Frequency increased from 4 days a week to 6 days a week

						• Intermodal/Automotive traffic for IFG handled on I-RHSL to/from I-CHKC and I-KCCH
MANIFEST	M-VNKC	ESTLOUIS_IL to KANCITY_MO	321	6	16.4	• Handles local work (as needed) between Centralia, MO and Odessa, MO • Picks up and sets off at Mexico, MO instead of Roodhouse, IL and Slater, MO • Frequency increased from 4 days a week to 6 days a week • Intermodal/automotive traffic for IFG handled on I-RHSL to/from I-CHKC and I-KCCH • Train terminates at Knoche instead of IFG

Figure 41
Springfield Line Local Trains Continued/Changed

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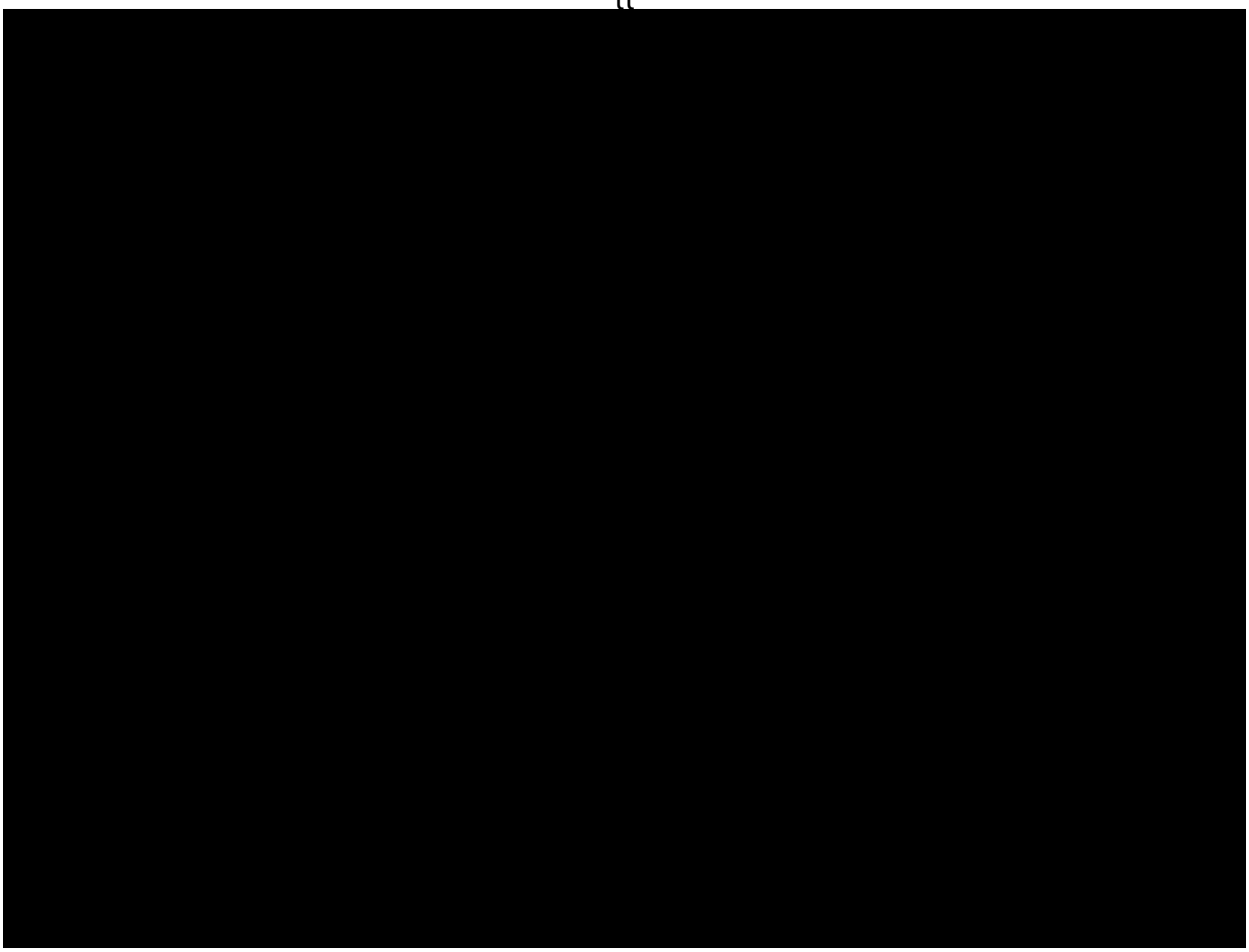

[redacted]

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Figure 42 below illustrates the transaction-related train increases on the Springfield Line. Note that the segments Airline Junction to Slater and Roodhouse to Godfrey changed from the Responsive Application of February 28, 2022.

Figure 42[136]
Transaction-Related Train Increases on the Springfield Line

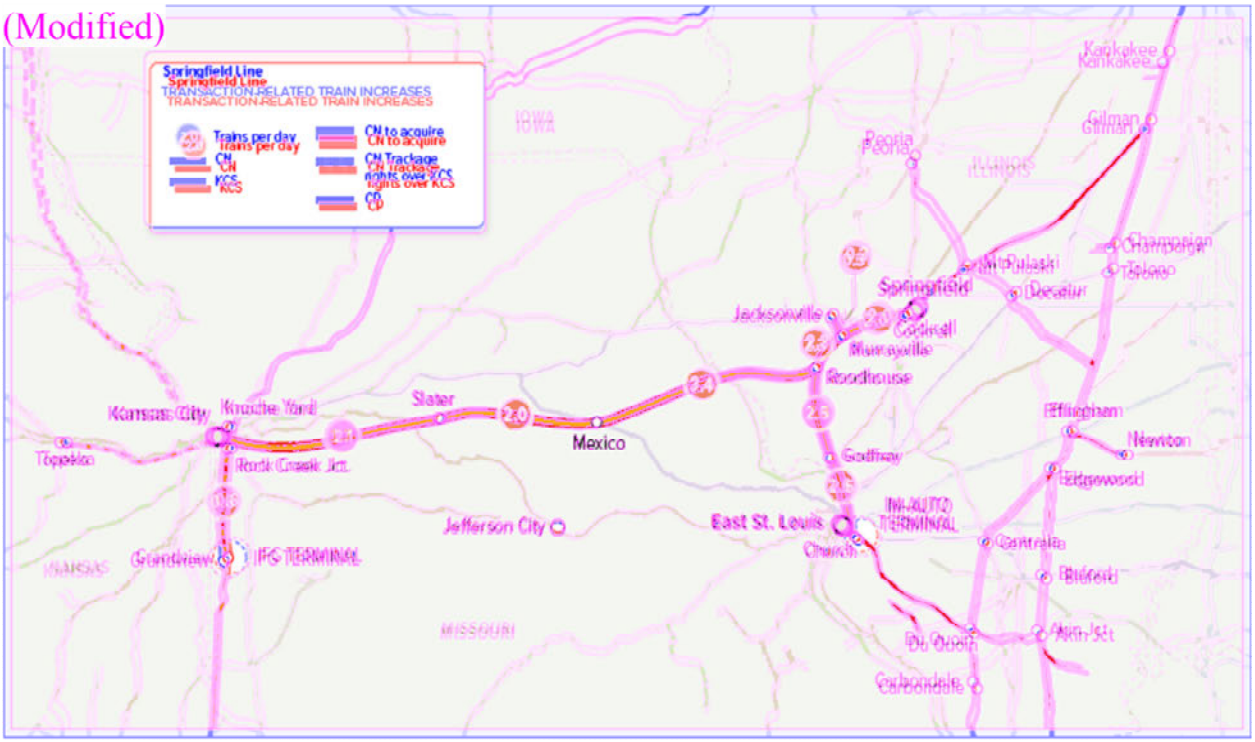


Figure 43 below describes the adjustments that will be made to trains operating elsewhere on the CN system to account for the new traffic from the Springfield Line.

[136] Kansas City – Slater and Roodhouse – Godfrey updated from 2.1 and 2.5 to 1.7 and 2.3 respectively.

Figure 43
Other CN System Train Changes

Train Type	Symbol	Origin - Destination	Dist. (miles)	Runs per Week	Est. Transit Time (Hrs)	Notes
IMDL	Q_1169	CHIINTTER_IL to FLAROCK_MI	328	7	16.2	• Added blocks and traffic from IFG and E. St. Louis to Detroit Intermodal (Moterm) and Flatrock connecting from I-KCCH
LOCAL	M-SLCE	ESTLOUIS_IL to CENTRALIA_IL	100	6	5.8	• Combined local L504 and L548 into a through train from E. St. Louis to Centralia still swapping crews at Coulterville, IL • Added intermodal and automotive blocks to Memphis from IFG and E. St. Louis connecting to train A432 • Added intermodal block to Indianapolis from IFG connecting to train A431
LOCAL	M-CESL	CENTRALIA_IL to ESTLOUIS_IL	100	6	4.8	• Combined local L504 and L548 into a through train from Centralia to E. St. Louis still swapping crews at Coulterville, IL • Added intermodal and automotive blocks from Memphis to IFG and E. St. Louis connecting to train A431 • Added intermodal block from Indianapolis to IFG connecting from train A432
IMDL	Z_1492	MONMONINT_PQ to CHIINTTER_IL	831	7	32.2	• Handles new intermodal blocks to great Chicago for IFG and E. St. Louis from Detroit and Montreal for connection to I-CHKC
AUTOS	E_2616	BATCREEK_MI to MARKHAM_IL	164	2	6.6	• Handles new automotive blocks to greater Chicago for IFG and E. St. Louis from Flat Rock connecting to I-CHKC
LOCAL	L_5146	FLINT_MI (Turn)	130	7	6.0	• Handles new intermodal blocks to Flint for IFG and E. St. Louis from Detroit for connect to train Z149
MANIFEST	A_4329	DECATUR_IL to MEMPHIS_TN	400	7	22.3	• Picks up Intermodal block for IFG from Indianapolis at Effingham, IL to set off at

Train Type	Symbol	Origin - Destination	Dist. (miles)	Runs per Week	Est. Transit Time (Hrs)	Notes
						Centralia to connect to M-CESL • Picks up Intermodal and automotive blocks from IFG and St. Louis at Centralia for Memphis
MANIFEST	A_4317	MEMPHIS_TN to DECATUR_IL	400	7	23.4	• Picks up Intermodal block from M-SLCE from IFG to Indianapolis at Centralia, IL to set off at Effingham • Picks up Intermodal and automotive blocks to IFG and St. Louis at Centralia from Memphis to connect to M-CESL • Picks up new E. St. Louis manifest block from Memphis for M-CESL
LOCAL	L_5339	EFFINGHAM_IL (Turn)	44	6	8.0	• Added new blocks between Indianapolis and IFG for connection at Effingham to A432 and from A431
HAULAGE	H_1769	NEWTON_IL (Turn)	305	7	12.2	• Added new blocks between Indianapolis and IFG for connection at Effingham to A432 and from A431
LOCAL	K_1492	MONVIATER_PQ to MONMONINT_PQ	13	7	15.0	• Handles new blocks for IFG and E. St. Louis from Port of Montreal to connect to Z149
AUTOS	E_2516	FLAROCK_MI to GIBSON_IN	321	7	19.0	• Handles new automotive blocks for IFG and E. St. Louis from Flat Rock to connect to trains E271 and E261 at Battle Creek
IMDL	Z_1489	CHIINTTER_IL to MONTASYAR_PQ	834	7	32.3	• Handles new intermodal blocks from IFG and E. St. Louis to the Port of Montreal connecting from I-KCCH
AUTO	E_2716	BATCREEK_MI to SALEM_IL	373	7	21.4	• Handles new automotive blocks for IFG and E. St. Louis from Flat Rock, MI off E251 from Battle Creek to Markham, IL
LOCAL	K_1482	MONTASYAR_PQ to MONVIATER_PQ	16	7	0.7	• Handles new block from IFG and E. St. Louis to the Port of Montreal from Z148

Figure 44 below illustrates the net transaction-related train changes (all increases) on a map of CN's Gilman and Chicago Subdivision. Following that, Figure 45 shows the increases in trains projected on the Memphis Subdivision. No other CN subdivisions will experience an increase in trains.

Figure 44
Map Showing Transaction-Related Train Increases on CN's Gilman and Chicago Subdivisions

Figure 45
Map Showing Transaction-Related Train Increases on CN's Memphis Subdivision

C. Operating Agreements

CN's Responsive Application includes several existing KCS agreements that will be needed to execute the Springfield Line Operating Plan. These agreements are summarized here.

1. KCS Haulage Rights on the Springfield Line

In order to allow customers on the Springfield Line to continue to ship via KCS—and to create an additional competitive option for most shippers located on the Line—CN proposes to grant to KCS haulage rights to serve all current and future customers on the Springfield Line. Attached as Exhibit 2B to this Responsive Application is a proposed form of Haulage Agreement, pursuant to which CN would handle railcars in the account of KCS originating or terminating at customers facilities, industry, team or house track, and intermodal and automotive facilities (other than those owned by ICRR). At any point on and along the Springfield Line, KCS will also have the right to interchange traffic with other railroads at any location where the lines of such railroad connect with the Springfield Line. CN would pick up and deliver haulage cars at the Joint Agency facility at Knoche Yard in Kansas City.

The proposed haulage agreement will allow KCS to continue to serve its existing customers on the Springfield Line and compete to for the business of new customers who locate in the line in the future. Based on the full year 2019 CP and KCS waybill data, CN anticipates that the volume of KCS haulage traffic would be

approximately 45,000 carloads and 23,000 intermodal units annually, which approximates its current local traffic on the Springfield Line.

2. KCS Trackage Rights Between Southwest Airline Junction and IFG Terminal (Docket No. FD 34500 Sub-No. 2)).

The Operating Plan contemplates that ICRR will acquire a 50% interest in KCS's IFG Terminal, which ICRR will utilize in connection with its intermodal and automotive service. Accordingly, CN is requesting that the Board require KCS to divest a 50% ownership interest in the IFG Terminal. In order to reach the IFG Terminal from the terminus of the Springfield Line at Rock Creek Junction, MO – and to provide the haulage services to KCS contemplated by the Responsive Application, in FD 36500, (Sub-No 2), ICRR is seeking overhead trackage rights on approximately 24 miles of KCS track between Milepost 5.6 +/- at Airline Junction, MO, and Milepost 29.5 + at the entrance to the IFG Terminal. A form of proposed trackage rights agreement can be found at Exhibit 2C. CN requests that the Board approve those trackage rights~~,~~ and require KCS to negotiate the terms of a trackage rights agreement, as a condition to any approval of the CPKC transaction.

The trackage rights would be used by ICRR for overhead operations only; ICRR does not seek the right to serve local customers on the trackage rights line. ICRR would negotiate with KCS an appropriate base charge (on a cents per car mile basis) which would be subject to annual adjustment pursuant to Table A, Annual Indices of Charge-Out Prices and Wage Rates (1977=100), Series RCR, included in "AAR Railroad Cost Indexes" and supplements thereto, issued by the

Association of American Railroads (the "AAR"), an index that is frequently used by railroads in connection with such agreements. KCS would dispatch the line on a non-discriminatory, first-come first-served basis.

3. Assignment of KCS Trackage Rights Between Rock Creek Junction and Airline Junction (Docket No. FD 34500 (Sub-No. 4))

KCS currently reaches Knoche Yard from the Springfield Line via overhead trackage rights on UP's KC Metro Subdivision between Milepost 276.8+/- at Rock Creek Junction and Milepost 278.2+/- in the vicinity of Airline Junction in Kansas City, MO, a distance of approximately 1.4 miles. KCS obtained those rights pursuant to an August 5, 1997 trackage rights agreement. In FD 36500, Sub-No. 4, as part of the Springfield Line transaction, ICRR seeks to have KCS to assign its existing overhead trackage rights. Access to that short segment is necessary for ICRR to access Knoche Yard and the proposed overhead trackage rights between Airline Junction and the IFG Terminal (discussed above).

4. East St. Louis Trackage Rights (Docket No. FD 34500 (Sub-No. 3))

In FD 36500 (Sub-No. 3), ICRR proposes to acquire KCS's 100% equity interest in GWER (which owns or leases certain trackage used by KCS in the vicinity of East St. Louis, IL). In order to enable ICRR to conduct in its own name the operations in and around East. St. Louis contemplated by this Operating Plan, ICRR plans to enter into an intra-corporate transaction with GWER to acquire trackage rights over GWER's trackage in the East St. Louis area. Specifically, ICRR would obtain rights to operate over GWER lines between (i) GWE's Milepost

238.7 at or near Q Tower and GWE's Milepost 236.8 at or near Willows in East St. Louis, IL; (ii) between GWER's Milepost 2.3 at or near Wann and GWER's Milepost 0.91 at or near Olin Brass in East Alton, IL; and (iii) from GWER's Milepost 265.01 at or near Roxana to the change in ownership in the track with Shell Oil Company in Wood River, IL.

It is anticipated that, upon consummation of the Springfield Line divestiture, ICRR will acquire intra-corporate overhead and local trackage rights allowing it to operate over that trackage. This is comparable to KCS's arrangement for operations on those lines today. *See* The Kansas City Southern Railway Company – Trackage Rights Exemption – Gateway Western Railway Company and Gateway Eastern Railway Company, Docket No. FD 33780 (STB served Sep. 29, 1999).

D. Dispatching Changes

The train dispatching function is of central importance to both the efficiency and safety of rail operations. As explained above, CN's United States dispatching is centralized at Homewood, IL where it has 90 employees and 13 desks. CN would dispatch the Springfield Line from there. KCS dispatchers would continue to control train movements on the KCS line between Airline Junction and IFG (including ICRR CN trains arriving and departing the IFG Terminal). To the extent CN cannot dispatch trains on the Springfield Line with current staffing levels at Homewood, CN would add additional, trained RTCs to dispatch the line.

E. Labor Impact

ICRR anticipates hiring additional personnel to staff the Springfield Line, including employees in the train and engine crew, signals, and maintenance crafts.

Estimated post-transaction ICRR manpower needs include the following a T&E workforce for the Springfield Line that assumes conventional type assignments. The total T&E number, however, will not change if an assignment is run remote with two trainmen instead of a trainman and engineer. These employees would support the pair of intermodal/automotive trains, the pair of manifest trains, the likely transfer that is required to get CN manifest traffic to and from KCS, the grain trains, and the General Extra Board.~~115~~137

CN plans to hire the number of employees at the time CN acquires ownership that it needs to operate the line safely and effectively. Assuming they are qualified, existing employees working on the Springfield Line will be given priority consideration in the hiring process.

While CP and KCS have submitted somewhat conflicting information in the Application and work papers about current employment levels on the Springfield Line, no major changes in the current number of positions are anticipated on the Springfield Line, except for the elimination of the local train at {{[redacted]}}, which as explained elsewhere will see the service accounted for elsewhere. Roodhouse will be the hub and spoke of ICRR's local service plan; accordingly, ICRR might need to change the location of some Agreement employees. Also, some Non-Agreement jobs

~~115~~137 Determined in consultation with CN operating experts. See attached Summary of Labor Impacts.

will be transferred to the IFG Terminal from other locations on the Springfield Line. ICRR does not anticipate the need to hire many employees for locations at which KCS (or CPKC) will still be the carrier primarily responsible for local operations, such as Knoche Yard. Also, ICRR will continue its typical practice—and the industry norm— of utilizing a third-party contractor to staff its new intermodal and automotive facilities at the IFG Terminal and in East St. Louis.

The proposed Asset Purchase Agreement provides that, in the event that ICRR hires any employees for the continued operation of the Springfield Line, it will offer priority hiring consideration to KCS employees (both craft and non-craft) currently working on the Springfield Line whose employment is impacted by the proposed divestiture transaction.[~~116~~138]

A labor impact chart is printed in Appendix E, Exhibit E-3.

F. Passenger Rail Service Impact

The proposed divestiture transaction will have no impact on passenger rail service.

As explained above, there are only two areas on the Springfield Line itself that host Amtrak service. Those locations would see only minimal increases in daily trains: Roodhouse, IL to East St. Louis (one additional local train on the UP/Amtrak corridor between Godfrey, IL and Q Tower) and around Kansas City (two new trains per day where Amtrak crosses the Springfield Line for approximately 0.1 miles). These minimal increases will have no impact on Amtrak

[~~116~~138] See ~~Responsive Application,~~ Exhibit 2A, Section 7.13 of this Responsive Application.

service; nevertheless, CN will commit to work with Amtrak to address any issues of concern.

There are portions of the existing CN lines in Michigan—described above—that will experience an increase in daily cars (but not trains), and which host the Amtrak Wolverine and Blue Water services. Because there will be no additional trains on those lines, there will be no impact on Amtrak service. To the extent any concern is raised about train length, CN will commit to work with Amtrak to address any issues of concern. Points between St. Louis and Memphis on the Centralia, Cairo, and Fulton, subdivisions will likewise experience an increase in daily cars, but not trains,

Finally, there are sections of the existing CN network in Illinois that will see two new trains per day:

- Chicago, IL to Gilman, IL: This segment is used by Amtrak's City of New Orleans (currently five times per week) and Illini and Saluki services between Chicago and Carbondale, IL, which operate daily in each direction (currently only one pair of trains daily). The Chicago – Gilman line has ample capacity to handle two additional freight trains.

- Gilman, IL to Cockrell, IL: Turnouts on this line at Springfield are used to enter and exit UP/Amtrak's higher-speed corridor between Chicago and St. Louis, as well as the NS mainline to Kansas City. ICRR trains will share only 0.6 miles of track with Amtrak trains that are part of the Lincoln Service and Texas Eagle service before exiting the line. The addition of two trains per day should not create any issues on the UP and NS lines.

In summary, the anticipated increase in traffic and trains resulting from the proposed divestiture transaction is minimal, and is not likely to cause any

disruption to Amtrak service, CN stands ready to work with Amtrak to ensure that is the case.

Finally, as explained above, the only area where the Metra commuter railroad approaches any CN line that will see an increase in traffic are segregated Metra lines that do not cross CN.

G. Discontinuances or Abandonments

No line abandonments or gateway closings are planned as a consequence of this transaction.

H. Requirements for additional locomotives, cars, and other equipment

To provide the services contemplated by this Operating Plan, ICRR will need additional cars and locomotives. The amount of additional equipment has been estimated for locomotives based on the percent increase in CN's systemwide post-transaction GTM's; and for intermodal platform and automotive multilevel cars based on the calculations described below, with results as follows:

- Locomotives: An estimated 16 additional high-horsepower road locomotives (including a bad order factor) will be required for (i) the new Chicago-Kansas City train pair, (ii) movement of the projected increase in intermodal and automotive traffic between Chicago and Detroit/Toronto/Port of Montreal on existing trains; (iii) for the movement of increased volumes on CN's existing manifest trains moving between Chicago and Memphis, on the one hand, and East St. Louis; and (iv) increased volumes on the manifest trains operating between St. Louis and Kansas City. In addition, nine mid/low horsepower units will be required for local assignments at Roodhouse and East St Louis. While CN may be able to provide these locomotives from its existing fleet, if doing so proves not to be feasible as traffic volumes on the Springfield Line increase, CN would acquire additional locomotives to support this service.

- Cars: CN will require the following additional intermodal and multilevel cars.[~~117~~139] The approach used to calculate the necessary cars is based in principle on CN's intermodal fleet planning process:

Figure 46
Car Needs

	Annual Units	Slot util	Loading days	Unloading days	Car Velocity	Platforms/ Cars Required
Intermodal	143,043	1	1	1	360	731
Multi-levels	26,251	1	1	1	200	354

Fueling, servicing and repairing of the road locomotives, intermodal cars and multilevel cars will take place at the IFG Terminal in Kansas City and at existing locations throughout CN's network. Yard switchers used on the Springfield Line will ordinarily be fueled and serviced at their normal assigned locations using truck fueling and light repair services. If for some reason that is not possible, units would be cycled to East St. Louis and back. Ninety-two-day inspections and other more labor-intensive items would be handled at CN's Woodcrest Light Repair Centers in Chicago or at East St. Louis.

The same types of Maintenance of Way equipment (and supporting manpower, for production gang rail and tie renewals) used on KCS's network will be deployed as needed to maintain and renew the track on the Springfield Line.

planning process:
1) Calculate loading/unloading dwell per car at O/D, to determine dwell car days for the year. Assuming 1.3 days per load/unload.
2) Using route miles and cars, determine transit car days. Assume intermodal velocity is 360 MPD (East Region average), and that slot utilization is 90%. Assume Automotive Car velocity is 200 MPD (East region average).
3) To determine the required fleet, turn the annual total car days into daily average car days. The difference between the existing car fleet requirements and the new requirement is the additional cars required.

I. Capital Investment

CN proposes to make capital investments of approximately $250 million over three years following the transaction. As explained above, CN has not been granted physical access to the Springfield Line as of the date the Operating Plan was finalized and such physical inspection may result in adjustments to the capital investment program.

The capital investments described herein will improve transit times for customers who rely on the Springfield Line and add intermodal and automotive capacity at IFG Terminal and East St. Louis. To determine the necessary capital investment, CN evaluated the Springfield Line as well as the adjacent Gilman Subdivision based on the assumptions in the Operating Plan and an assumed track speed of 40 miles per hour.

CN will use its capital investment to integrate the Springfield Line's operations into its Operating Plan, expand intermodal and automotive capacity at the IFG Terminal and in East St. Louis, upgrade main line track as needed on the Springfield Line and Gilman Subdivision, add/extend eight sidings to expand the Springfield Line's capacity, expand the capacity of Roodhouse Yard (which will serve as a mini-hub for local train crews serving industries at the east end of the Springfield Line; and will be the home terminal for the Roodhouse-East St. Louis turn job, and add maintenance-of-way equipment required to maintain the line. With these investments, CN will increase train velocity and improve performance of

trains and supporting yard activities on the Springfield Line. Going forward, CN will implement its standard asset replacement cycles.

Appendix F-1 sets forth the total capital investment plan for sidings, East St. Louis and IFG intermodal and automotive facilities, and other investments.

1. Tracks and Line Infrastructure Upgrades

CN's objective is for the entire Springfield Line mainline tracks between Kansas City and Gilman, IL be at Class 3 standards to allow for a minimum freight train speed of 40 MPH. Except for a four mile segment (Milepost 234-237) just east of Roodhouse which is speed restricted to {{ }} mph,[~~118~~140] the KCS Timetable indicates that the Springfield Line south of Cockrell already meets FRA Class {{ }} standards; if that is correct, most of the line may not require track upgrades. At Roodhouse, however, 5,000 feet of new yard track will be added between mileposts 235.6 and 236.6.

On the adjacent Gilman Subdivision, CN will install new ties, upgrade certain curves for increased speeds, remove rail defects in the existing track, upgrade the rail on the main line. install a full flange bearing diamond at Mt. Pulaski, and a make a few other improvements to achieve 40 MPH speeds on the entire subdivision.

2. Sidings

To handle the projected additional trains, CN will extend or modify seven sidings on the Springfield Line; and build an entirely new siding at Cockrell, IL.

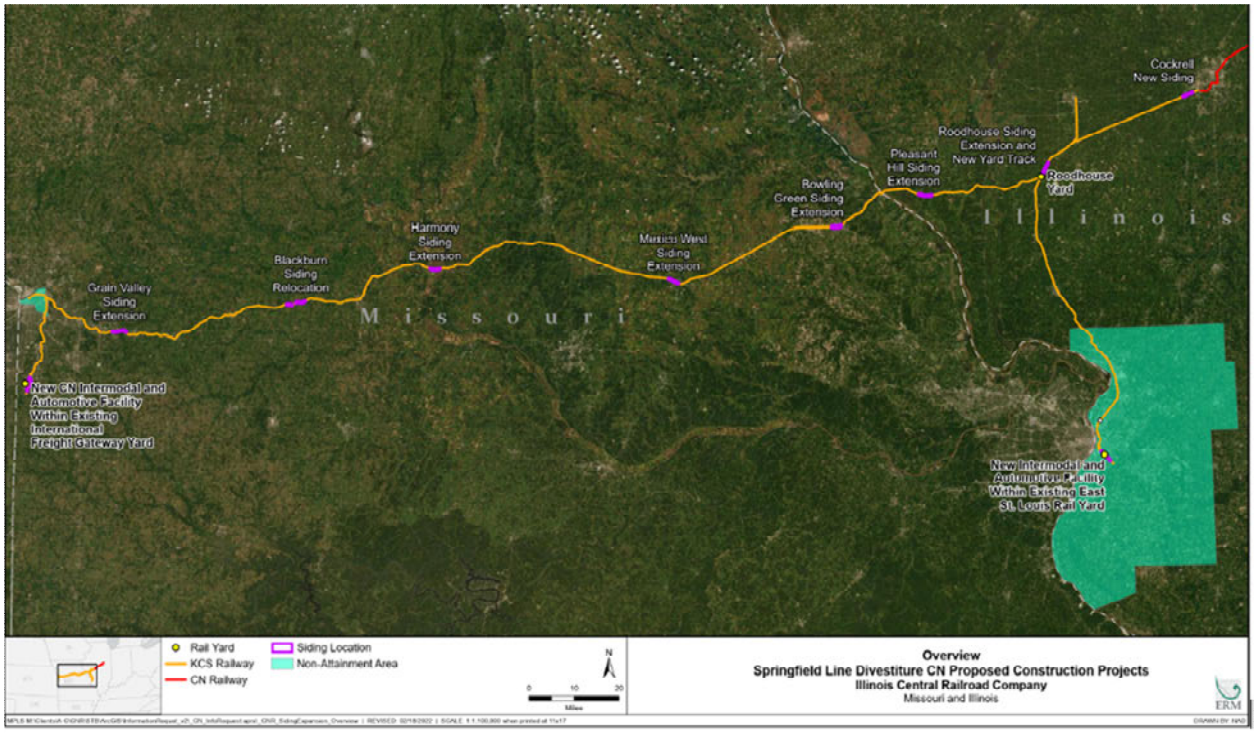
[~~118~~140] KCS Timetable No. 15, 2020 edition.

Each of those projects is described further below. The projected cost of the modified sidings is $92 million and the new siding is estimated to cost $14 million.

These sidings are important to enhance the overall fluidity of the line so trains can pass each other and move between lines at a higher speed. For example, trains cross both the Mississippi and Illinois Rivers on the Springfield Line (at Louisiana, MO and Pearl, IL, respectively), and at both locations the rivers are navigable and the bridge closes—halting river traffic—only when a train is approaching. This can lead to delays for trains on this segment, which CN took into account in designing its siding improvement plan. CN also carefully planned the location of new or extended sidings to minimize their impact on existing grade crossings.

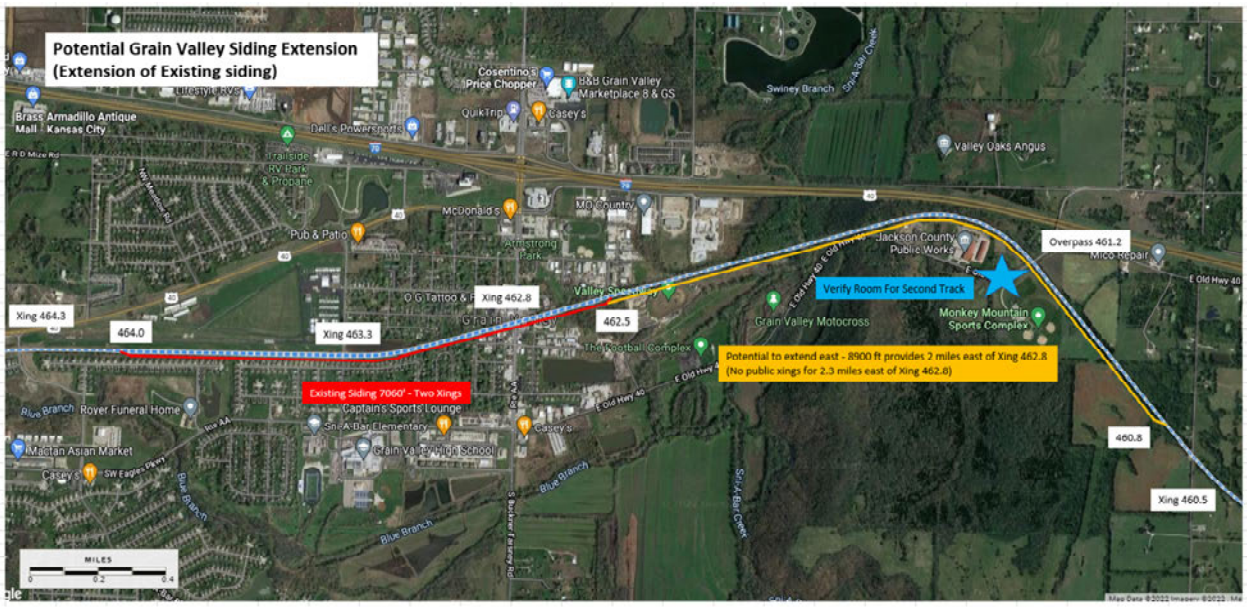
The new and extended sidings will be built over a three-year period to accommodate the anticipated growth in traffic. A map of the siding projects on the Springfield Line itself is depicted in Figure 47.

Figure 47
Springfield Line Siding Projects



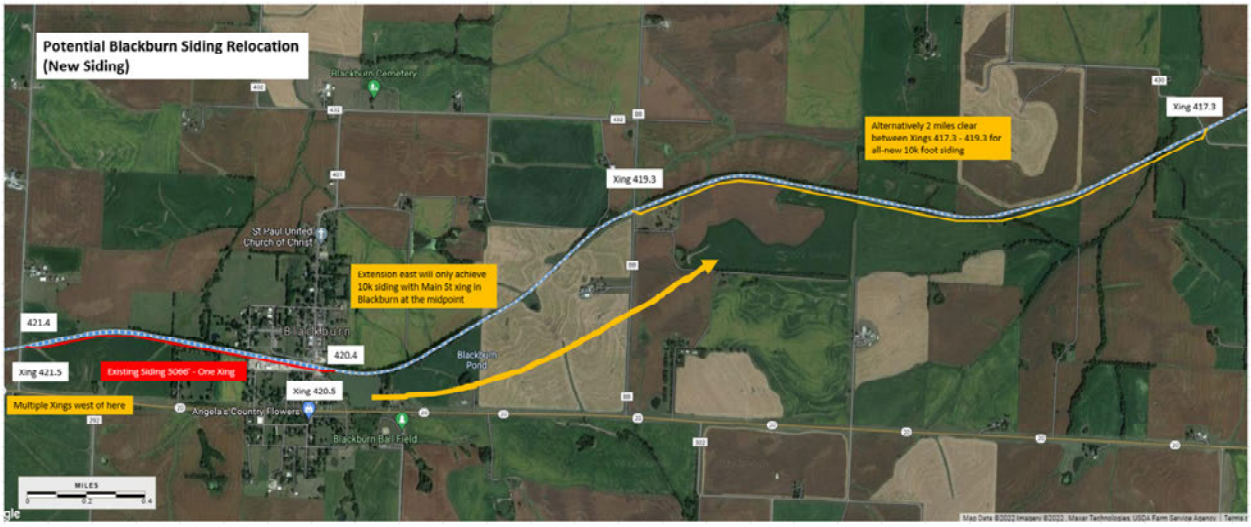
The first planned siding investment on the Springfield Line is an extension of the existing siding at Grain Valley, MO on the KCS Mexico Subdivision. The extension will be located from Milepost 460.8 to Milepost 462.5 and would include a new span over the Sni-A-Bar Creek. The investment is depicted in Figure 48. There are two public grade crossings on the existing siding but no public grade crossings on the extension.

Figure 48
Grain Valley Siding Extension



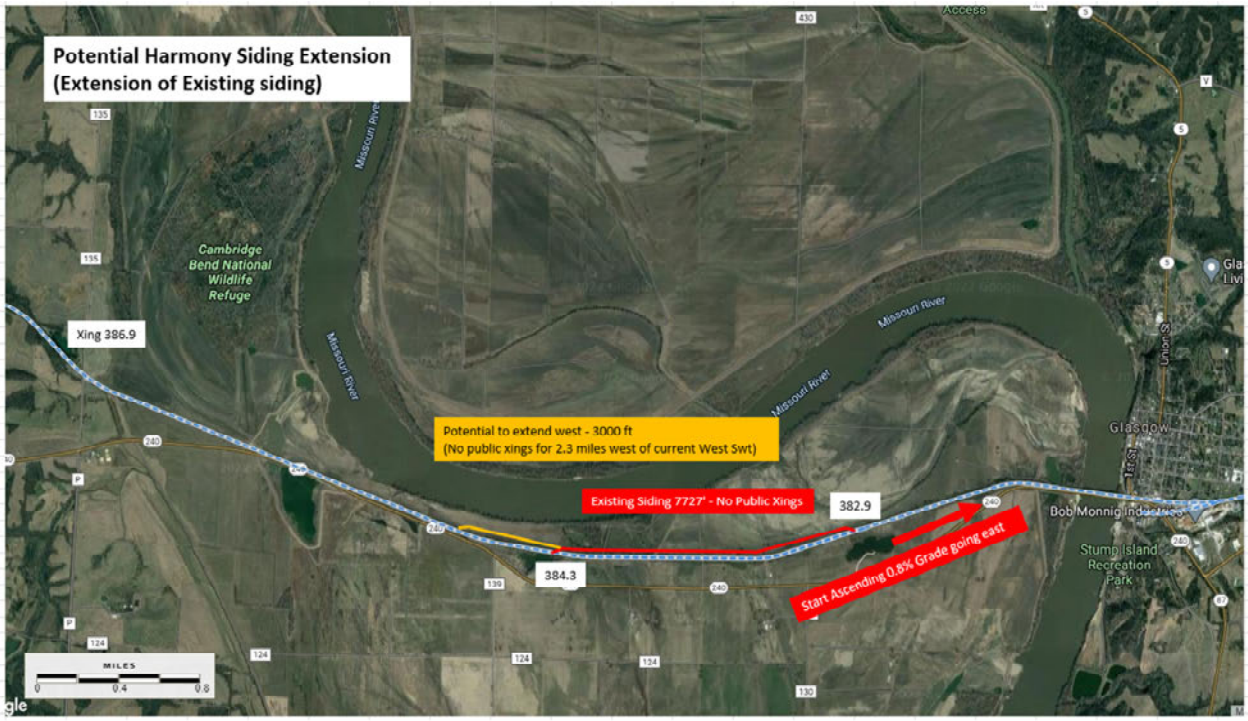
An existing siding on the KCS Mexico Subdivision at Blackburn, MO will be relocated between Milepost 417.3 and Milepost 419.3. This project is depicted in Figure 49. An extension of the existing siding at Blackburn would be less effective than a relocated new siding. Moreover, relocating the siding will avoid blocking any grade crossings.

Figure 49
Relocated Blackburn Siding



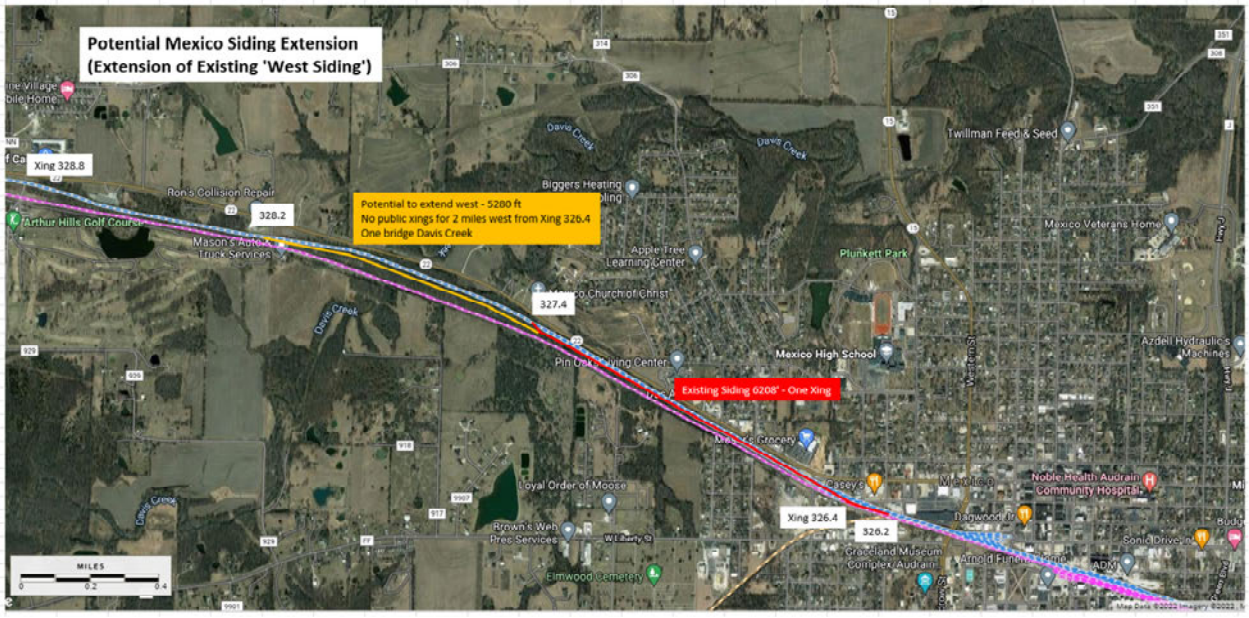
CN also proposes to extend the existing siding between Milepost 384.3 and Milepost 384.9 at Harmony, MO on the KCS Mexico Subdivision. That project is depicted in Figure 51. There are no grade crossings on either the existing siding or the proposed extension.

Figure 50
Extended Harmony Siding



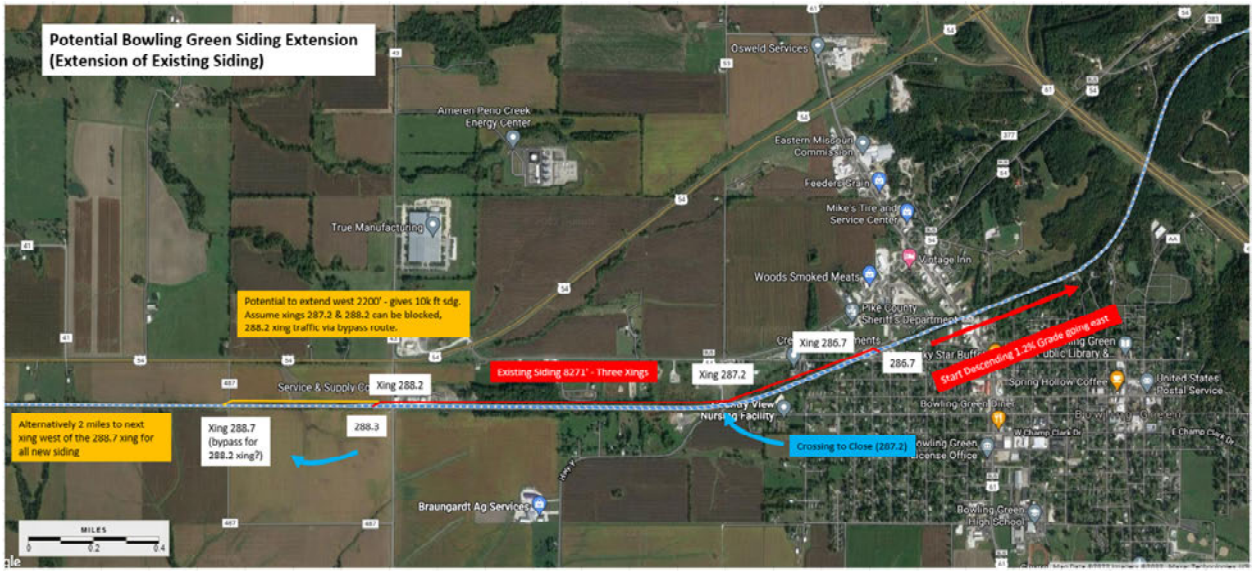
Finally on the Mexico Subdivision, the existing West Siding at Mexico, MO will be extended between Milepost 327.4 and Milepost 328.4, a project that will include a bridge over Davis Creek. The project is depicted in Figure 52. There is a grade crossing on the existing siding but not on the extension. Note that between Harmony and the West Siding, there is an existing siding at Clark, MO that is long enough to hold a unit grain train.

Figure 51
Extended West Siding



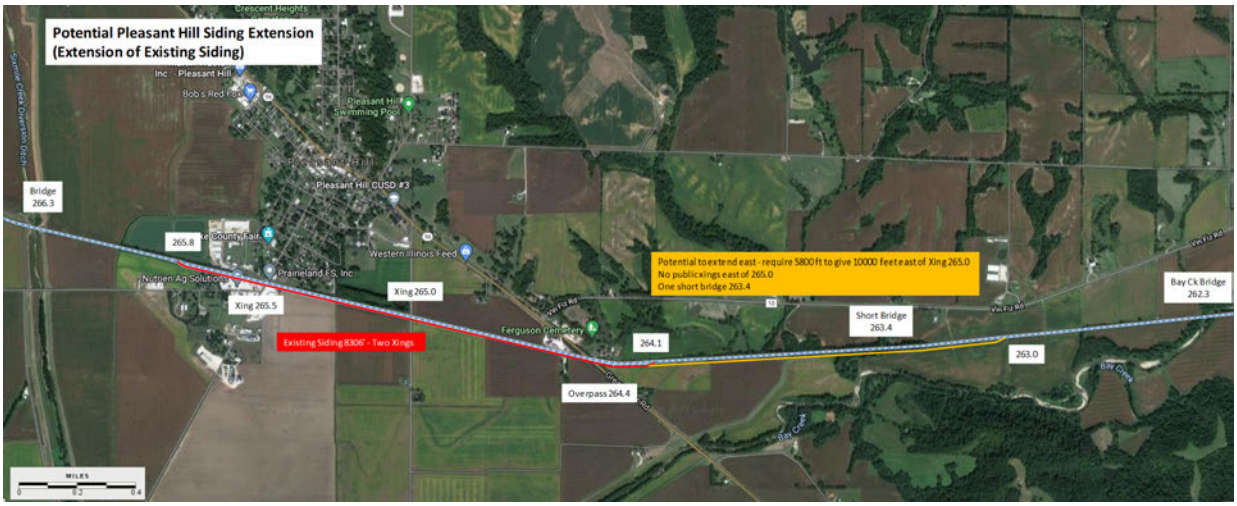
On the KCS Roodhouse Subdivision, the siding at Bowling Green, MO will be extended from Milepost 288.3 to Milepost 288.7. There are three grade crossings along the existing siding, two of which could be potentially closed or rerouted; there are no crossings on the extension.. Note that between the West Siding and Bowling Green, an existing siding at Laddonia, MO is long enough to hold a unit grain train. The project is depicted in Figure 52.

Figure 52
Extended Bowling Green Siding



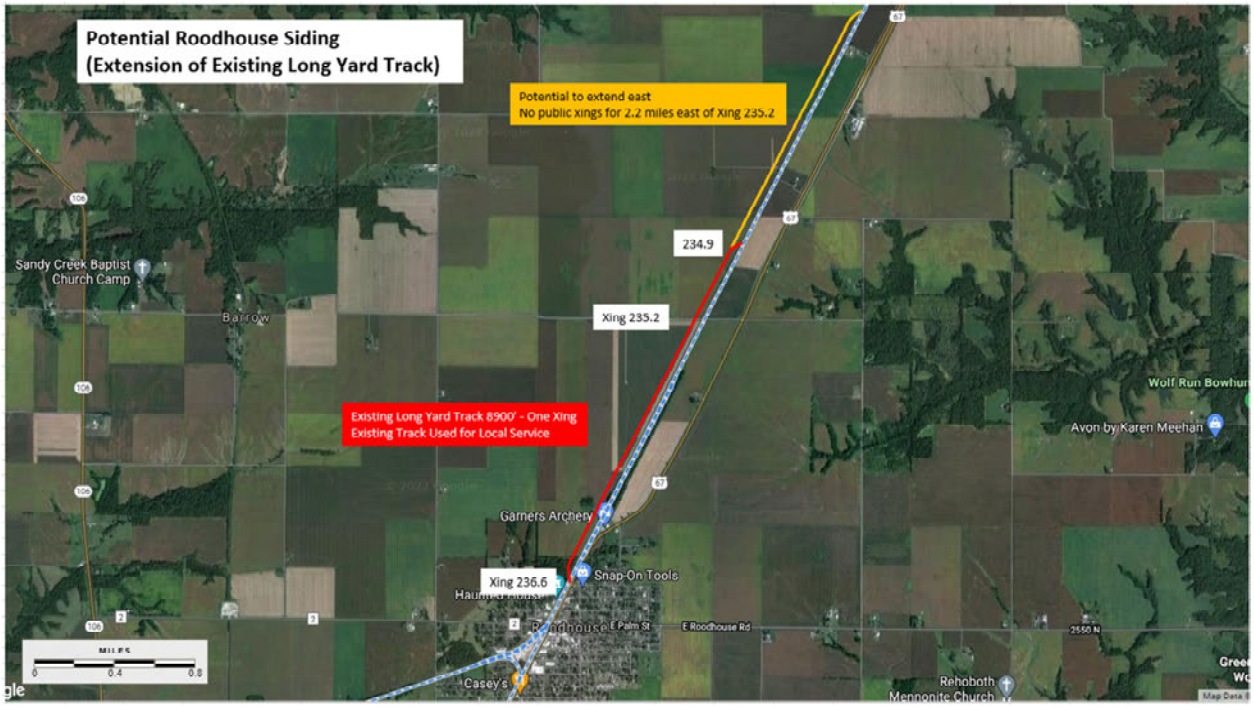
The existing siding at Pleasant Hill, IL on the KCS Roodhouse Subdivision will be extended from Milepost 263.0 to Milepost 264.1, including a short bridge over the Bay Creek. This siding will be located between the two moveable river bridges at Louisiana, MO and Pearl, IL and will mitigate any bridge delays that could disrupt line capacity. There are no grade crossings on the extension, although the existing siding has two grade crossings; the extended siding will provide space to hold a 10,000-foot train clear of any grade crossings. The project is depicted in Figure 53.

Figure 53
Extended Pleasant Hill Siding



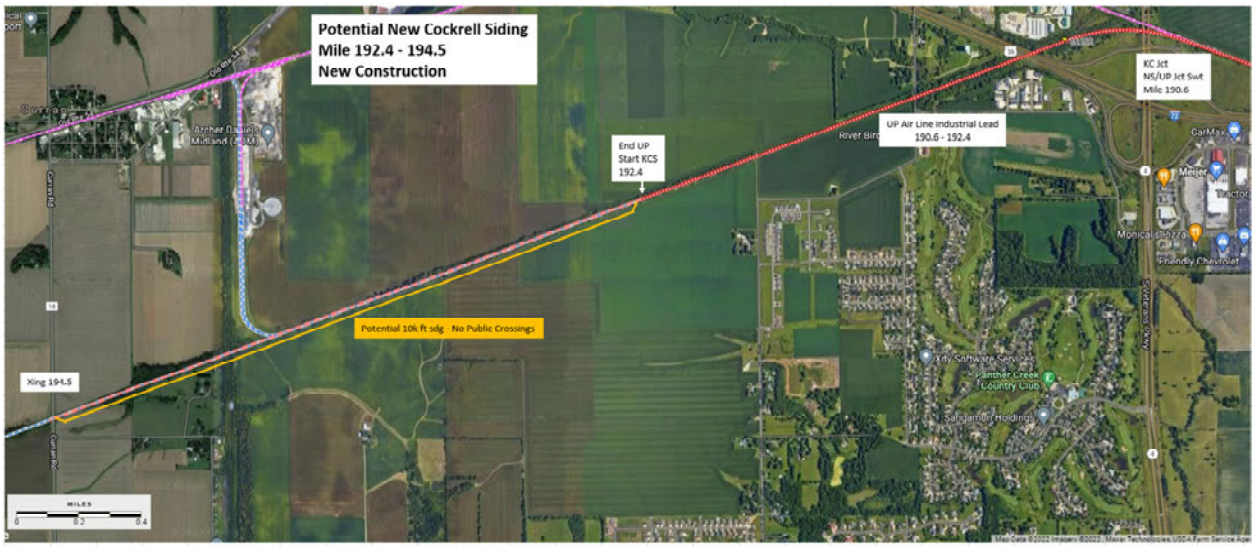
On the KCS Springfield Subdivision, at Roodhouse, IL the existing Long Yard Track will be extended from Milepost 233.2 to Milepost 234.9. The extension involves no public grade crossings, although there is a crossing on the existing siding. The project is depicted in Figure 54.

Figure 54
Extended Roodhouse Siding



At Cockrell, IL, on the KCS Roodhouse Subdivision, a new siding will be built between Milepost 192.4 and Milepost 194.5 and no public grade crossings are affected. The project is depicted in Figure 55.

Figure 55
New Cockrell Siding



Gilman Subdivision infrastructure documentation is located in Appendix F-2.

3. Yard and Terminal Capacity

Most of the anticipated increase in traffic can be absorbed by existing yards and facilities. As discussed above, investments will be made in East St. Louis and at the IFG Terminal south of Kansas City to handle intermodal units and automotive traffic. The IFG Terminal project will be constructed so as not to conflict with CPKC and its operations.

In East St. Louis, investments will be made to accommodate 44 outbound loaded intermodal units per day, 43 inbound loaded units per day, and 13 outbound empty units per day. That represents the expected level of new intermodal traffic in Year 3 of CN's Operating Plan. To accommodate that growth, CN will construct 6,000 track feet with intermodal pads and accompanying pavement. CN will also

invest to accommodate 16 loaded outbound automobile multilevels, four empty outbound multilevels, 13 inbound loaded multilevels, and seven empty multilevels daily at East St. Louis consistent with CN's Operating Plan. It will require the construction of 5,000 track feet for loading/unloading and car storage. In addition, approximately 25 acres will be developed with necessary roadways, parking, and truck areas.

At the IFG Terminal, facilities will be constructed to accommodate 180 loaded outbound intermodal units, 105 loaded inbound intermodal units, and 53 empty intermodal units per day, all consistent with CN's Operating Plan. The project requires 20,000 track feet (with pad) and storage, and the accompanying pavement. For automotive traffic, CN will construct sufficient capacity to accommodate 19 loaded inbound multilevels and four empty inbound multilevels, as well as 10 loaded inbound multilevels and 14 outbound empty multilevels, each daily. This project will require construction of 6,600 track feet including for loading/unloading and for storage. The accompanying work will include roadways and railhead parking and truck areas.

4. Bridges

There are a number of bridges on the Springfield Line. The three largest, from east to west, are:

- Lift bridge crossing the Illinois River at Pearl, IL with five fixed trusses west of the lift span.
- Swing span bridge crossing the Mississippi River at Louisiana, MO, with eight additional trusses.

- Missouri River bridge crossing at Glasgow, MO with six trusses and no moveable section.

CN has not been granted access to physically inspect these bridges prior to filing this Responsive Application. Post-transaction, CN will carefully inspect each of these bridges, to determine whether and what capital investments are needed.

J. Safety Impact

Nothing is more important to CN than operating safely. CN recognizes that safety is not a static "program"; it is a dynamic process focused on continuously improving its corporate safety culture. CN's culture is built on a fundamental commitment to safety that begins at the top. CN is dedicated to providing the leadership, training, organizational structure, technology, and resources necessary to support its goal of eliminating serious injuries and fatalities and becoming the safest Class I railroad in North America. CN's Safety Policy outlines its continual focus on: (1) A Strong Safety Culture; (2) A Safe Work Environment; and (3) Safe Work Practices and Training.[~~119~~141]

CN is committed to integrating the Springfield Line in a manner that will not compromise safety. As stated above, the Springfield Line would be dispatched from Homewood, IL, like the rest of CN's United States network. To the extent employees who have not previously worked on the Springfield Line are assigned there, CN will comply with all applicable FRA regulations including those relating to territorial qualification. CN's investment in CTC on the new sidings will also

[~~119~~141] Source: CN Safety Policy.

enhance safety and efficiency because it will give the RTC the ability to control the signals and switches remotely from the dispatch center in Homewood, IL. That will eliminate the need for trains to stop for crews to throw switches to enable trains to enter and exit those sidings.

CN's PTC technology is fully interoperable with KCS, so no significant change in PTC infrastructure would be required. CN will consult with FRA to update CN's system PTC Implementation Plan and PTC Safety Plan, as well as coordinate any necessary PTC testing or other FRA-required information. CN would work with FRA to ensure compliance with all requirements and PTC would continue to protect all PTC regulated track as it does today.

VII. ~~VI.~~ Conclusion

The additional traffic (particularly truck traffic) that CN will divert to the Springfield Line, and the major investments that CN will make to handle that traffic safely and efficiently, will be a great benefit to both the national rail network and the environment. The proposed divestiture will provide shippers an alternate competitive rail route between Kansas City and Chicago~~,~~ and will preserve and upgrade parallel lines that would have little significance to the CPKC network.

Appendix A: Methodology for Development of Line Densities for Springfield Line and Assessment of CPKC Provided Density Data

As part of preparing the proposed operating plan, Oliver Wyman undertook the process of identifying the base period (2019) tonnage on each line segment and the projected post-transaction growth in tonnage for each line segment. We primarily undertook this using the full year 2019 waybills. We then prepared an alternate view that was based on the line segment tonnage, train counts, and yard volumes CP-KCS developed for use in its Amended Operating Plan and furnished to the OEA.[142]

The actual process we followed was as follows:

1) As discussed in the methodology section of this verified statement in Section III, Data Sources and Methodologies, we developed two operating plans—one representing the pre-transaction plan (the "Base Plan") and one representing the post-transaction plan (the "Year 3 Plan"). The Base Plan used traffic derived from the full year 2019 waybill data obtained from CPKC, including the gross tons for each shipment. The Year 3 Plan used traffic that included the diversion traffic identified by the respective traffic studies undertaken by CPKC and CN~~, as well as~~. While we originally included an allowance for organic growth in the CPKC base traffic volumes~~.~~, this has been removed in CN's amended operating plan to be consistent with CP-KCS removing organic growth in the CP-KCS amended operating plan.[143] We continue to provide selective organic growth estimates to the OEA (see Appendix G).

2) Using the above operating plans, and corresponding traffic, we used functionality in MultiRail to determine the gross tons traversing each line segment of the Springfield Line, and all of the lines making up the CN system, for the Base Plan and Year 3 Plan.

[142] CP-KCS Amended Operating Plan, Appendix T.
[143] CP-KCS Amended Operating Plan, pages 57, 102.

3) We then computed the net change in tonnage on each line segment by taking the difference in tonnage values between the Year 3 Plan and the Base Plan, excluding organic growth as noted above.

4) ~~We~~For CN lines we obtained the historic tonnage for each line segment. For the KCS controlled segments, under the CN Full Waybill Methodology we used the tonnages found in ~~Appendix Q~~ Exhibit 14 ~~of Volume 2 of the CP/KC application~~Part A of the CP-KCS Amended Operating Plan for the year 2019, ~~and for CN we used~~ adjusted to account for the inclusion of locomotives by multiplying these tonnages by 0.926.[144] Under the CP-KCS Calibration Methodology for KCS we used the tonnages for the base period as specified in Appendix T of the CP-KCS amended operating plan. For CN line segments we used the "trailing" tonnages found in a historic tonnage table furnished by CN for the year 2019 (see Exhibit 14 of ~~the~~this Responsive Application).[145] For a small number of short, local line segments in and around East St. Louis, where historic values could not be identified, we used the tonnage values produced by MultiRail from the Base Plan as a proxy for the historic tonnages.

5) We used these historic tonnage values as the tonnage numbers for our Base Plan in the line density tables, producing two versions of each table under the CN Full Waybill Methodology and CP-KCS Calibration Methodology approaches where appropriate. To these tonnages we added the net change in tonnage values we computed using MultiRail (step 3 above) to obtain the Year 3 Plan tonnage values. Because the tonnages for the Base Plan from MultiRail did not exactly match the historic values, and we wanted to be consistent with the historic metrics, or those used by CP-KCS in their Amended Operating Plan, we ensured this by only using the incremental values from the MultiRail analysis in our density tables. This is based on the concept that while there may be some differences between the absolute values produced by MultiRail relative to the historic values, the net change values produced by MultiRail, which are based on the projected traffic increases, should be reliable.

We believe that this deliberate and transparent process produced a fair and reliable representation of the expected pre-transaction and post-transaction

[144] See Van Dyke Third Verified Statement; Multiplication factor of 92.6% is derived from AAR data which showed locomotives are 7.4% of KC tonnage.
[145] For the CP-KCS Calibration Methodology we used the tonnages found in Appendix T of the CP-KCS Amended Operating Plan.

tonnage values for each line segment under the CN Full Waybill Methodology approach. However, they differ from the pre- and post-transaction tonnages published in the ~~CP/KC application~~CP-KCS Amended Operating Plan. This is because ~~CPKC~~CP-KCS did not follow a process that even remotely resembled the step-by-step approach ~~set forth above.~~ we applied in the CN Full Waybill Methodology approach. However, to provide a view that is consistent with the CP-KCS Calibration Methodology approach, and meet the requirements of Board Decision 17,[146] we provide an alternate view of these tonnages that is consistent with the CP-KCS generated numbers.

The basic issues with the ~~CPKC~~CP-KCS tonnage values are discussed below. Also see the CN Verified Statement of Carl Van Dyke, CN Comments on Application (Finance Docket No. 36500, submitted February 28, 2022, as well the Van Dyke Second Verified Statement of March 28, 2022 and the Van Dyke Third Verified Statement of June 9, 2022) for additional explanation of the errors in the ~~CP/KC~~CP-KCS application.

CPKC Approach to Computing Line Densities

As described above, in a conventional operations planning process, all carload, intermodal, and bulk unit train traffic is flowed over the network/operating plan and is coded into the operations planning software (i.e., MultiRail).~~120~~147 The software develops estimates of traffic density and train counts by line segment and

[146] STB Decision No. 17, page 4.

~~120~~147 Finance Docket No. 33556, Railroad Control Application, Surface Transportation Board, July 1998, Volume 2, pp. 5-6 (CN-IC merger) and Finance Docket No. 33388, Railroad Control Application, Surface Transportation Board, June 1997, Volume 3B, p. 7 (Conrail merger).

car handlings by yard. CP and KCS did not follow such a simple and straightforward procedure. Instead, they employed an overly complex process to compute line density values that used a combination of 1) train counts (without weight values) extracted from MultiRail for selected traffic and trains, 2) historic train weights from various time periods which were multiplied by the train counts to estimate tonnage (without reference to the tonnages computed by MultiRail), and 3) a separate manual process for estimating tons for existing and new unit trains.[121][148] The train counts from MultiRail were based on the use of traffic from October 2020, instead of the full year 2019 traffic one would expect to be used given that the base year adopted by CP and KCS for their application was 2019. Further, the unit train data as presented in the May 13, 2022 CP-KCS Amended Operating Plan was based on a single month sample of unit trains operated in October using different time periods from early 2021 for CP and KCS, not 2019.

In addition to being based on inappropriate traffic data, including a purely statistical representation of organic growth-related changes in unit trains,[122][149] the Applicants' estimates exclude trains that failed to operate over an arbitrary amount of a line segment.[123][150] CP and KCS, furthermore, ignored the historic tonnage

[121] "FD 36500 – [148] Work Paper – HC paper "24.1.1.9-Trains Per Day and Gross Ton Miles – 2021.10.22 – Working Copy with Haz Breakdown.xlsx." .xlsx." See Van Dyke Third Verified Statement for discussion of the specific methodology used by CP-KCS in computing line segment weights.

[122][149] *See* CN Comments on Application (STB Finance Docket No. 36500) in the Van Dyke Third Verified Statement of Carl Van Dyke (February 28, 2022) for analysis of unit trains.

[123][150] Applicants note in "FD 36500 – Work Paper – HC – Trains Per Day – Methodology.pdf" that {{ [redacted] }}

values in developing their post-merger, Year 3, tonnage values so that the Year 3 values cannot be matched to the ~~actual~~ tonnages from 2019 that CP and KCS collected in the normal course of business.

This is fully evidenced ~~by~~in the ~~assertions in a letter from CP and KCS to CN wherein they assert that CN was in error to use the 2019~~CP-KCS Amended Operating Plan where they explain that the historic tonnages ~~found in the CP/KC application, and instead should have used the tonnages found in the work paper that was apparently used to estimate their pre-merger and post-merger tonnage values.~~[124]~~The values in this work paper for the base period~~ collected in the normal course of business should not be used, and provide an set of constructed values for the 2019 line segment tonnages.[151] The values in the Amended Operating Plan differ from the historic values by dramatic amounts~~, with the growth values in some cases exceeding 30% due to calculation errors as discussed below and in our work papers.~~[125].

As discussed above, CP and KCS chose to ignore tonnage values from MultiRail, and the historic values ~~they~~Applicants provided in Exhibit 14 Part A of their ~~application~~Amended Operating Plan, and instead computed tonnage values using an aggregate tonnage spreadsheet model.[126][152] Any differences between the

~~[124] See Applicants' Reply to Canadian National's Description of Anticipated Responsive Application, Finance Docket No. 36500, January 28, 2022.~~

[151] CP-KCS Amended Operating Plan, page 33, paragraph 79.

~~[125] See "HC - Oliver Wyman Springfield Line 30 Percent.pdf" for methodology and calculation.~~

[126][152] "FD 35600 – Work Paper – HC – 1. Proposed Final FTI Rail to Rail Diversion Results for Merger Application 10_21_20 Updat_Truk_Rev.xlsx." See Van Dyke Third Verified Statement; Work paper "24.1.1.9-Trains Per Day and Gross Ton Miles.xlsx".

aggregate tonnage spreadsheet model and the aggregate tonnages CP and KCS projected for the overall system were eliminated by applying numerous ~~unexplained~~ "calibration factors" to the process.[127][153] These calibration factors had the effect of significantly distorting growth estimates in many cases, leading to further errors in density values. For example, while CP and KCS in the "system model" ~~use~~uses an organic growth factor through Year 3 for KCS of approximately {{[redacted]}}, in computing the line densities, they instead apply the higher merged-system average growth rate of {{[redacted]}} percent for carload traffic and a rate of {{[redacted]}} percent for unit train traffic, applied to all KCS subdivisions.[128][154] They then compound this error through the use of "calibration factors" to cause both the effective organic growth rate ~~to exceed {{[redacted]}}~~, and the "synergy" growth rate to be increased on the Kansas City–Springfield and other KCS line~~, over double the value of {{[redacted]}} in the CPKC work papers.~~[129] segments.[155] Applicants do not explain why they chose to use an untested process, requiring numerous adjustments, when the MultiRail software provides a much more transparent and integrated way to conduct the analysis thoroughly and accurately.

~~[127] "FD 36500 Work Paper HC 2021.10.22 Working Copy with Haz Breakdown.xlsx."~~[153] Work paper "24.1.1.9-Trains Per Day and Gross Ton Miles.xlsx."; *See* "Oliver Wyman Springfield Line 30 Percent.pdf" for analysis process.

~~[128]~~[154] *See* "HC - Review of Growth Factors in CPKC Application.pdf." and cells Z9 and AA9 of the summary tab in the spreadsheet "24.1.1.9-Trains Per Day and Gross Ton Miles.xlsx".

~~[129] *See* CN Comments on Application (STB Finance Docket No. 36500) in the Verified Statement of Carl Van Dyke (February 28, 2022). *See* "Review of Growth Factors in CPKC Application.pdf."~~

[155] *See* Van Dyke Third Verified Statement; *See* "Review of Growth Factors in CPKC Application.pdf."

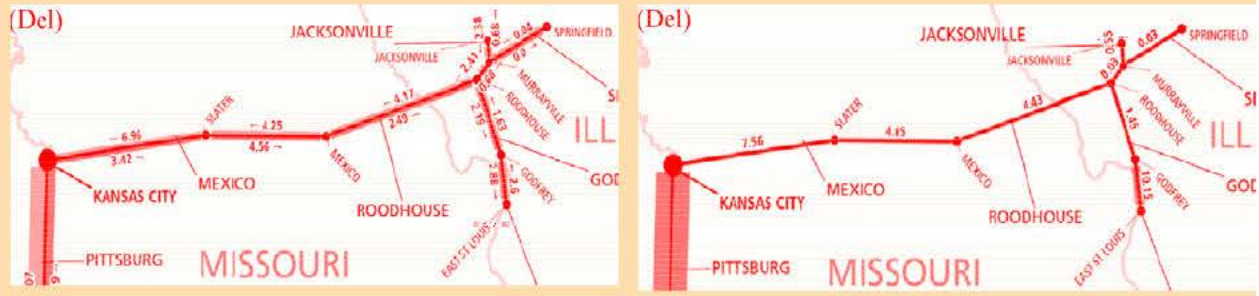
The Applicants' process produced line density (tonnage) results that are demonstrably incorrect on essentially every subdivision.[130][156]

Detailed View of Springfield Line Base Year CPKC Tonnages

~~CP and KCS's density maps for the Springfield Line (Kansas City to Springfield/East St. Louis) are shown in Exhibit 1, and the tonnages for the line segments are shown in Exhibit 2.~~

~~Exhibit 1~~
~~Springfield Line Density Maps~~[131]

~~2019 Annual Gross Tons (Millions)~~ ~~Year 3 Annual Gross Tons (Millions)~~



~~Exhibit 2~~
~~Springfield Line reported tonnage by line segment~~[132]

~~Line Segment~~	~~2019 Tonnage~~	~~Year 3 Tonnage~~	~~Difference~~	~~Percent Change (%)~~
~~Kansas City – Slater~~	~~10.38~~	~~7.56~~	~~-2.82~~	~~-27.2%~~
~~Slater – Mexico~~	~~8.81~~	~~4.85~~	~~-3.96~~	~~-44.9%~~
~~Mexico – Roodhouse~~	~~6.66~~	~~4.43~~	~~-2.23~~	~~-33.5%~~
~~Roodhouse – Godfrey~~	~~3.82~~	~~1.45~~	~~-2.37~~	~~-62.0%~~
~~Godfrey – East St. Louis~~	~~5.48~~	~~10.15~~	~~+4.67~~	~~+85.2%~~
~~Roodhouse – Murrayville~~	~~3.09~~	~~0.032~~	~~-3.06~~	~~-99.0%~~
~~Murrayville – Springfield~~	~~0.04~~	~~0.033~~	~~-0.01~~	~~-25.0%~~

[130][156] *See* ~~CN Comments on Application (STB Finance Docket No. 36500) in the~~Van Dyke Third Verified Statement ~~of Carl Van Dyke (February 28, 2022)~~

[131] ~~*See* Application Vol. 2, Exhibit 14 traffic density maps, pp. 512-513.~~

[132] ~~Source: Application Vol. 2, Exhibit 14: Density Charts, pp. 461-504.~~

~~The Applicants do not explain the projected decline in tonnage on most segments of the line between 2019 and Year 3 or the projected dramatic increase in tonnage on the segment between Godfrey and East St. Louis. Instead,~~ CPKC in its reply to Canadian National's Description of Anticipated Responsive Application (STB Finance Docket No. 36500) of January 28, 2022, indicates that the 2019 tonnage values from its Application should not be used, and instead should be replaced by values from the work paper entitled "FD 36500 – Work Paper – HC – Trains Per Day and Gross Ton Miles - Working Copy with Haz Breakdown.xlsx." This was subsequently revised in CP-KCS's Amended Operating Plan of May 13, 2022 to use a new version of the above cited workpaper, and the proposed replacement of the historic 2019 tonnage values (now Exhibit 14 Part A) with a new set of tonnage values. As shown in Exhibit ~~3~~A1 below, ~~doing so~~using any of the tonnages proposed by CP-KCS significantly changes the base year (2019) tonnages – and presents a radically different picture~~.~~ of the Springfield line

Exhibit ~~3~~

A1: Springfield Line Reported Tonnage by Line Segment Using Values from Work Paper~~133~~157

~~133~~157 Application 2019 and Year 3 tonnages are based on values from Application Vol. 2, Exhibit 14: Density Charts, pp. 461-504. Work paper 2019 tonnage are based on values provided in the "~~FD 36500 – Work Paper – HC~~ 24.1.1.9-Trains Per Day and Gross Ton Miles~~ – Working Copy with Haz Breakdown~~.xlsx~~.~~".

Line Segment	~~Application~~Adjusted Exhibit 14 Part A Historic 2019 Tonnage[158]	October 29, 2021 Work Paper 2019 Tonnage[159]	~~Work Paper~~May 13, 2022 Amended Operating Plan Base Year ~~3~~ Tonnage[~~134~~160]	Adjusted Historic 2019 Tonnage Vs. October Work Paper Percent Difference ~~(Application. vs. Workpaper)~~	~~Work Paper Percent Change between 2019 and Year 3~~Adjusted Historic 2019 Tonnage Vs. Amended Operating Plan Percent Difference
Kansas City – Slater	~~10.38~~9.6	{{ }}6.2	~~7.56~~7.0	{{ }}	{{ }}
Slater – Mexico	~~8.81~~8.2	{{ }}4.3	~~4.85~~4.8	{{ }}	{{ }}
Mexico – Roodhouse	~~6.66~~6.2	{{ }}4.0	~~4.43~~4.5	{{ }}	{{ }}
Roodhouse – Godfrey	~~3.82~~3.5	{{ }}1.1	~~1.45~~1.2	{{ }}	{{ }}
Godfrey – East St. Louis	~~5.48~~5.1	{{ }}6.8	~~10.15~~8.0	{{ }}	{{ }}
Roodhouse – Murrayville	~~3.09~~2.9	{{ }}1.0	~~0.03~~1.0	{{ }}	{{ }}0%
Murrayville – Springfield	~~0.04~~0.0	{{ }}0.2	~~0.03~~0.2	{{ }}	{{ }}
Jacksonville - Murrayville	2.8	1.3	1.3	-53%	0%

First, the above table shows large differences between the values for 2019 published in ~~the Application~~Exhibit 14 Part A of the Amended Operating Plan and those from the work papers, which implies that either the ~~Application is~~Exhibit 14 Part A historic tonnages collected in the normal course of business are wrong, or the ~~work papers~~alternate base year tonnage proposed by CP-KCS are wrong. Either way, it raises significant questions as to the credibility of the line density values not just on the Springfield Line but across the CPKC network. ~~Second, the growth percentages in the work papers are large and greatly exceed any actual projections~~

[158] The original KCS supplied tonnages included locomotives. A multiplier of 0.926 was applied to adjust for the inclusion of locomotives. See Van Dyke Third Verified Statement, Section 4.2 for further details.

[159] Work paper "24.1.1.9-Trains Per Day and Gross Ton Miles.xlsx".

~~[134] Application Year 3 tonnages values for the below segments have the same values as the Year 3 tonnage numbers from the workpaper "FD 36500 – Work Paper – HC – Trains Per Day and Gross Ton Miles – Working Copy with Haz Breakdown.xlsx."~~[160] CP-KCS Amended Operating Plan, Appendix T.

~~CP and KCS are making with respect to growth on this line. A review of the diversion studies reveals close to zero diversion traffic for this line, and an examination of the System Model/Cost Metrics model[135] reveals an expected organic growth rate for the KCS system of {{[redacted]}} through Year 3, with an overall combined CPKC growth rate of {{[redacted]}}.[136] As noted earlier, due to distortions from their calibration process, this {{[redacted]}} growth rate was transformed into a 30% growth rate in the case of the Springfield line.[137]~~[161]

See the June 9, 2022 Van Dyke verified statement submitted with CN's Amended Comments in FD 36500 for further details on line segment tonnage issues related to the CP-KCS amended operating plan.

~~To cross check the Applicants' traffic projections for the Springfield Line segments, we conducted a MultiRail analysis of tonnage on the line prior to development of the Base Plan detailed in this verified statement and the results are shown in Exhibit 4. The MultiRail analysis used only the CPKC traffic, where the 2019 values were based on the full year 2019 waybill data provided by CP and KCS, and the post merger values incorporated the CPKC diversion traffic and CPKC system wide average organic growth rate of {{[redacted]}}.[138] We used the same methodology described above for our Base Plan and Year 3 Plan traffic density~~

~~[135] See "FD 36500 – Work Paper – HC – System Model - Methodology.pdf."~~
~~[136] See "HC - Review of Growth Factors in CPKC Application.pdf."~~
~~[137]~~[161] See ~~"HC - Oliver Wyman Springfield Line 30 Percent.pdf" for associated methodology and calculations~~Van Dyke Third Verified Statement , Section 4 for extensive discussion of the validity of the CP-KCS line segment tonnages.
~~[138] See "HC - Review of Growth Factors in CPKC Application.pdf."~~

~~values. We found that the Applicants underestimate traffic on every line segment except Godfrey to East St. Louis by between {{66.7 percent}} and {{231.7 percent}}. Between Godfrey and East St. Louis the Applicants' overestimate traffic by {{32.8 percent}}.~~[139]

~~Exhibit 4~~

CP-KCS Projected Traffic Growth on Springfield Line ~~Tonnage Analysis~~[140]

CP-KCS originally claimed growth rates of order 30%, and pointed to these growth rates as evidence of their commitment to the Springfield line in their letter of January 28, 2022.[162] The amended operating plan has revised these growth rates to less than 20% as demonstrated below, despite CP-KCS's earlier claims of the 30% being proof of their commitment to the Springfield line:

Exhibit A2: Original vs. amended tonnage growth rates for selected line segments

Line Segment	~~Applicants 2019 Tonnage~~Original October Work Paper Base Tonnage	~~Applicants~~ Original Application Year 3 Tonnage	~~Estimated~~Work Paper Percent Change between 2019 and Year 3 ~~Tonnage from Diversion~~[141]	~~Organic Growth @ {{21%}}~~[142] Revised (Appendix T) Base Year Tonnage	~~Revised~~Appendix T Year 3 ~~Estimated~~ Tonnage [142]	~~Percent Error (%)~~Amended Application Base to Year 3 Change
Kansas City – Slater	~~10.38~~5.83	7.56	~~{{~~ [redacted] ~~}}~~29.7%	~~{{~~ [redacted] ~~}}~~6.17	~~{{~~ [redacted] ~~}}~~ 6.96	~~{{~~ [redacted] ~~}}~~
Slater – Mexico	~~8.81~~3.71	4.85	~~{{~~ [redacted] ~~}}~~30.7%	~~{{~~ [redacted] ~~}}~~4.28	~~{{~~ [redacted] ~~}}~~ 4.84	~~{{~~ [redacted] ~~}}~~

~~[139] *See* "HC - MultiRail Corridor Volume, Tonnage and Length Estimates for Diversion Traffic - Methodology.pdf" for associated sources and output.~~

~~[140] Applicant's 2019 and Year 3 Tonnage values are based on values from Application Vol. 2, Exhibit 14: Density Charts, pp. 461-504.~~

[162] CP-KCS Reply to Canadian National's Description of Anticipated Responsive Application, STB Finance Docket No. 36500, January 28, 2022. Page 9

~~[141] *See* "HC - MultiRail Corridor Volume, Tonnage and Length Estimates for Diversion Traffic - Methodology.pdf" for associated sources and output.~~

~~[142] *See* "HC - Review of Growth Factors in CPKC Application.pdf."~~

Mexico – Roodhouse	~~6.66~~3.39	4.43	{{ [redacted] }}30.7%	{{ [redacted] }}4.02	{{ [redacted] }}4.54	{{ [redacted] }}
Roodhouse – Godfrey	~~3.82~~1.11	1.45	{{ [redacted] }}30.6%	{{ [redacted] }}1.05	{{ [redacted] }}1.23	{{ [redacted] }}
Godfrey – East St. Louis	~~5.48~~7.76	10.15	{{ [redacted] }}30.8%	{{ [redacted] }}6.84	{{ [redacted] }}8.02	{{ [redacted] }}
Roodhouse – Murrayville	~~3.09~~0.03	0.03	{{ [redacted] }}0.0%	{{ [redacted] }}1.00	{{ [redacted] }}1.00	{{ [redacted] }}
Murrayville – Springfield	~~0.04~~0.03	0.03	{{ [redacted] }}0.0%	{{ [redacted] }}0.17	{{ [redacted] }}0.17	{{ [redacted] }
Jacksonville - Murrayville	0.43	0.55	27%	1.33	1.33	0.0%

Nonetheless, the vast majority of the growth shown is based on system average projected growth rates and is non-specific to the Springfield line. However, the revised application is still showing significant amounts of merger related growth on several line segments including the following:

Exhibit A3: Merger related growth for selected line segments[163]

Segment	Merger Related MGT Growth	Merger Related Car Growth	Average Tons Per Car
GODFREY,IL - EAST ST LOUIS,IL	1.18	1,866	632
KANSAS CITY,MO - SLATER,MO	0.80	2,228	359
SLATER,MO - MEXICO,MO	0.56	2,228	251
MEXICO,MO - ROODHOUSE,IL	0.52	2,387	218

In addition to the growth in gross tons, Applicants also specify the growth in carloads per year related to the associated tonnage growth, as set forth in the above table, which range from 1,866 to 2,387 cars per year for the four line segments listed above.[164] To put the numbers in Exhibit A3 in context, 2,200 cars/year is equal to approximately 6 cars per day. Assuming a mix of loaded and empty cars, an average car might be about 80 gross tons, for which 2,200 car/year translates to less than 0.2 million tons per year. Clearly there is a disconnect between an

[163] *See* CP-KCS Amended Operating Plan, Appendix T.
[164] *See* CP-KCS Amended Operating Plan, Appendix T.

increase of 6 cars per day and a gain of 1.2 million tons per year as shown for the Godfrey-East St. Louis line segment.

The explanation for these extraordinary increases in merger related tons is a series of errors introduced by the methodology employed by CP-KCS to estimate its post-transaction tonnage by line segment. The details of this flawed process are explored in Appendix A of Van Dyke's Third Verified Statement of June 9, 2022, which includes sample calculations for the four line segments listed above.[165] Nonetheless, we use these very high tonnage increases in our alternative Springfield line operating plan and associated OEA filing to ensure compliance with the Board's direction in its Decision 17.

[165] See Van Dyke Third Verified Statement, Appendix A.

Appendix B: Listing of Trains, Locals, and Yard Assignments Currently Operated by KCS

Exhibit B-1: KCS Scheduled Trains (TSP Trains) Schedules for the Springfield Line

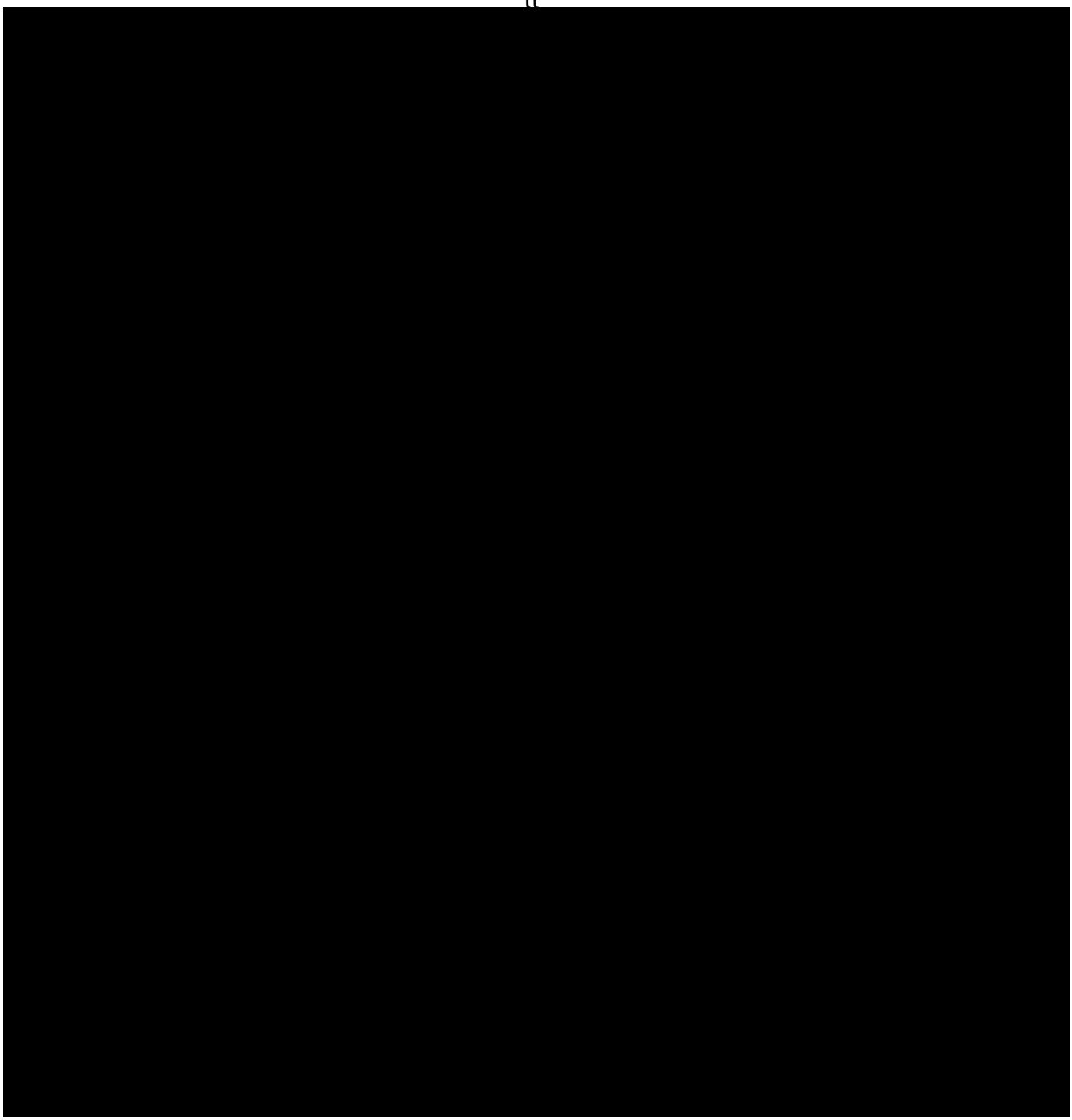
Train Type	Train Symbol	Origin Station	Dest. Station	Route	Departure Day	Departure Time	Days of Operation	Comments
A - Auto	A-KCITY	Kansas City, MO	Kansas City, MO	Kansas City, MO - International Freight Gateway (IFG), MO - Kansas City, MO	0	7:00	-M-W-F-	Forward industry cars from Kansas City to IFG and returns to Kansas City with auto loads for CPRS and East St. Louis
F - Foreign	F-KC101	Kansas City, MO	Kansas City, MO	Kansas City, MO - Kansas City industries - Kansas City, MO	0	8:00	SuMTuWThFSa	Morning Kansas City industry job
F - Foreign	F-KC202	Kansas City, MO	Kansas City, MO	Kansas City, MO - Kansas City industries - Kansas City, MO	0	20:00	SuMTuWThFSa	Evening Kansas City industry job
F - Foreign	F-KC320	Kansas City, MO	Kansas City, MO	Kansas City, MO - BNSF - Kansas City, MO	0	19:00	SuMTuWThFSa	BNSF interchange
F - Foreign	F-KC475	Kansas City, MO	Kansas City, MO	Kansas City, MO - CPRS - Kansas City, MO	0	21:00	SuMTuWThFSa	CPRS interchange
F - Foreign	F-KCNS	Kansas City, MO	Kansas City, MO	Kansas City, MO - NS - Kansas City, MO	0	10:00	SuMTu-ThFSa	NS interchange
F - Foreign	F-KCTL	Kansas City, MO	Kansas City, MO	Kansas City, MO - KCTL - Kansas City, MO	0	18:00	Su-Tu-Th--	KCTL interchange
F - Foreign	F-KCUP	Kansas City, MO	Kansas City, MO	Kansas City, MO - UP - Kansas City, MO	0	10:30	SuMTuWThFSa	UP interchange; also handles an industry block
[redacted]								

Train Type	Train Symbol	Origin Station	Dest. Station	Route	Departure Day	Departure Time	Days of Operation	Comments
[redacted]								
M - Manifest	M-KCVN	Kansas City, MO	East St. Louis, IL	Kansas City, MO - East St. Louis, IL	0	12:00	SuM-W-F-	Linehaul train with pickups and setouts at Slater and Roodhouse
M - Manifest	M-VNKC	East St. Louis, IL	IFG, MO	East St. Louis, IL - IFG, MO	0	11:00	-MTu-Th-Sa	Linehaul train with pickups and setouts at Roodhouse and Slater, as well as a pickup at Mexico
Y - Yard	Y-ALS	East St. Louis, IL	East St. Louis, IL	East St. Louis, IL - ALS - East St. Louis, IL	0	17:00	Su-Tu-Th--	Interchange to ALS
Y - Yard	Y-CSXT	East St. Louis, IL	East St. Louis, IL	East St. Louis, IL - CSX - East St. Louis, IL	0	18:00	--TuWThFSa	Interchange to CSX
Y - Yard	Y-ES111	East St. Louis, IL	East St. Louis, IL	East St. Louis, IL - East St. Louis, IL	0	15:30	-M-----	Yard and industry job at East St. Louis
Y - Yard	Y-ES111	East St. Louis, IL	East St. Louis, IL	East St. Louis, IL - East St. Louis, IL	0	8:00	--Tu-ThF-	Yard job at East St. Louis
Y - Yard	Y-ES111	East St. Louis, IL	East St. Louis, IL	East St. Louis, IL - East St. Louis, IL	0	9:00	---W---	Yard and industry job at East St. Louis
Y - Yard	Y-ES212	East St. Louis, IL	East St. Louis, IL	East St. Louis, IL - Sauget, IL - East St. Louis, IL	0	18:00	--Tu-Th--	Yard and industry job serving industries between East St. Louis and Sauget
Y - Yard	Y-ES305	East St. Louis, IL	East St. Louis, IL	East St. Louis, IL - Sauget, IL - East St. Louis, IL	1	0:30	-MTuWThF-	Yard and industry job serving industries between East St. Louis and Sauget
Y - Yard	Y-ES312	East St. Louis, IL	East St. Louis, IL	East St. Louis, IL - East St. Louis, IL	0	23:00	--TuW---	Yard job at East St. Louis
Y - Yard	Y-ES312	East St. Louis, IL	East St. Louis, IL	East St. Louis, IL - East St. Louis, IL	0	8:00	Su-----Sa	Yard job at East St. Louis
Y - Yard	Y-ITSIFG	IFG, MO	IFG, MO	IFG, MO - IFG, MO	0	5:00	SuMTuWThFSa	Yard and industry job at IFG
Y - Yard	Y-ITSIFN	IFG, MO	IFG, MO	IFG, MO - IFG, MO	0	5:00	SuMTuWThFSa	Yard job at IFG
Y - Yard	Y-KC105	Kansas City, MO	Kansas City, MO	Kansas City, MO - Kansas City, MO	0	7:00	-M--Th-Sa	Yard and industry job at Kansas City

Train Type	Train Symbol	Origin Station	Dest. Station	Route	Departure Day	Departure Time	Days of Operation	Comments
Y - Yard	Y-KC105	Kansas City, MO	Kansas City, MO	Kansas City, MO - Kansas City, MO	0	7:00	---W---	Yard and industry job at Kansas City
Y - Yard	Y-KC105	Kansas City, MO	Kansas City, MO	Kansas City, MO - Kansas City, MO	0	7:00	--Tu--F-	Yard and industry job at Kansas City
Y - Yard	Y-KC106	Kansas City, MO	Kansas City, MO	Kansas City, MO - Kansas City, MO	0	8:00	SuMTuWThFSa	Yard job at Kansas City
Y - Yard	Y-KC108	Kansas City, MO	Kansas City, MO	Kansas City, MO - Kansas City, MO	0	8:00	--Tu----	Yard job at Kansas City
Y - Yard	Y-KC224	Kansas City, MO	Kansas City, MO	Kansas City, MO - Kansas City, MO	0	16:00	SuMTuWThFSa	Yard and industry job at Kansas City
Y - Yard	Y-KC229	Kansas City, MO	Kansas City, MO	Kansas City, MO - Kansas City, MO	0	16:00	SuMTuWThFSa	Yard job at Kansas City
Y - Yard	Y-KC237	Kansas City, MO	Kansas City, MO	Kansas City, MO - Kansas City, MO	0	17:00	-M-W---	Yard and industry job at Kansas City
Y - Yard	Y-KC237	Kansas City, MO	Kansas City, MO	Kansas City, MO - CPRS - Kansas City, MO	0	15:00	Su-Tu-Th--	Industry job and transfer run to CPRS
Y - Yard	Y-KC342	Kansas City, MO	Kansas City, MO	Kansas City, MO - Kansas City, MO	0	22:30	SuMTuWThFSa	Industry job at Kansas City
Y - Yard	Y-KC348	Kansas City, MO	Kansas City, MO	Kansas City, MO - Kansas City, MO	1	2:00	hg	Yard and industry job at Kansas City
Y - Yard	Y-KC348	Kansas City, MO	Kansas City, MO	Kansas City, MO - Grandview, MO - Kansas City, MO	1	2:00	--Tu----	Works Grandview industries
Y – Yard	Y-TRRA	East St. Louis, IL	East St. Louis, IL	East St. Louis, IL - Madison, IL - East St. Louis, IL	0	5:00	-MTuWThF-	Interchange to TRRA

Exhibit B-2: KCS Unscheduled Train (Non-TSP) Schedules for the Springfield Line

{{



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Appendix C: Summary of CN Base Period Trains Used in MultiRail

Manifest, Intermodal, Automotive, and Haulage Trains Only (Excludes Locals and Unit Trains)

Train Type	Symbol	Origin	Destination	Runs Per Week	Distance	Transit Time(Hours)
General Manifest	A_4002	MONTASYAR_PQ	JOFFRE_PQ	7	157	4.9
General Manifest	A_4012	JOFFRE_PQ	MONTASYAR_PQ	7	157	6.6
General Manifest	A_4016	LANG_OH	LANG_OH	7	149	8.2
General Manifest	A_4022	JOFFRE_PQ	MTJOLI_PQ	5	199	7.5
General Manifest	A_4031	MTJOLI_PQ	JOFFRE_PQ	5	199	10.6
General Manifest	A_4054	WINSYMYAR_MB	EDMONTON_AB	7	814	47.7
General Manifest	A_4061	MONINTTER_NB	MONINTTER_NB	7	176	7.3
General Manifest	A_4064	SASKATOON_SK	WINSYMYAR_MB	7	474	24.8
General Manifest	A_4071	DARTMOUTH_NS	MONINTTER_NB	7	189	8.1
General Manifest	A_4079	CENTRALIA_IL	KIRYARD_IN	7	248	17.5
General Manifest	A_4081	MONINTTER_NB	DARTMOUTH_NS	7	189	7.8
General Manifest	A_4089	KIRYARD_IN	CENTRALIA_IL	7	248	16.2
General Manifest	A_4105	SCOTFORD_AB	WINSYMYAR_MB	7	806	50.3
General Manifest	A_4114	NBATTLEFO_SK	EDMONTON_AB	7	258	18.7
General Manifest	A_4125	VANTHOYAR_BC	EDMONTON_AB	7	737	45.0
General Manifest	A_4158	GREBAY_WI	STEPT_WI	5	97	4.5
General Manifest	A_4165	VANTHOYAR_BC	EDMONTON_AB	7	737	44.5
General Manifest	A_4168	STEPT_WI	GREBAY_WI	5	97	4.0
General Manifest	A_4175	EDMONTON_AB	VANTHOYAR_BC	7	740	44.8
General Manifest	A_4185	MCLENNAN_AB	EDMONTON_AB	7	264	15.5
General Manifest	A_4195	EDMONTON_AB	MCLENNAN_AB	7	264	15.8

Train Type	Symbol	Origin	Destination	Runs Per Week	Distance	Transit Time(Hours)
General Manifest	A_4197	MAYYARD_LA	MEMPHIS_TN	4	394	15.9
General Manifest	A_4197	JACKSON_MS	MEMPHIS_TN	3	217	8.3
General Manifest	A_4204	THEPAS_MB	MELVILLE_SK	2	238	12.5
General Manifest	A_4207	MEMPHIS_TN	JACKSON_MS	7	217	9.3
General Manifest	A_4213	TORMACYAR_ON	PTROBINSO_ON	7	101	7.0
General Manifest	A_4214	MELVILLE_SK	THEPAS_MB	2	238	16.5
General Manifest	A_4223	PTROBINSO_ON	TORMACYAR_ON	7	101	6.8
General Manifest	A_4224	MELVILLE_SK	REGINA_SK	6	95	6.5
General Manifest	A_4234	REGINA_SK	MELVILLE_SK	6	95	6.5
General Manifest	A_4292	BECANCOUR_PQ	STLAMBERT_PQ	5	107	6.1
General Manifest	A_4302	MONTASYAR_PQ	BECANCOUR_PQ	5	117	6.0
General Manifest	A_4317	MEMPHIS_TN	DECATUR_IL	7	400	23.1
General Manifest	A_4329	DECATUR_IL	MEMPHIS_TN	7	400	22.0
General Manifest	A_4343	LONEAST_ON	TORMACYAR_ON	7	126	8.8
General Manifest	A_4353	TORMACYAR_ON	LONEAST_ON	7	126	6.8
General Manifest	A_4364	FTFRANCES_ON	THUBAY_ON	7	220	8.8
General Manifest	A_4374	THUBAY_ON	WINSYMYAR_MB	7	419	18.3
General Manifest	A_4383	WINDSOR_ON	LONEAST_ON	3	109	4.6
General Manifest	A_4384	WINSYMYAR_MB	SUPERIOR_WI	7	360	16.5
General Manifest	A_4393	LONEAST_ON	WINDSOR_ON	3	109	4.2
General Manifest	A_4398	PROCTOR_MN	WINSYMYAR_MB	7	353	17.1
General Manifest	A_4409	KIRYARD_IN	ELKHART_IN	7	86	5.5
General Manifest	A_4425	EDMONTON_AB	CALLOGPAR_AB	7	212	11.8
General Manifest	A_4468	FONLAC_WI	CLEARING_IL	7	159	13.8
General	A_4479	KIRYARD_IN	GREBAY_WI	7	288	18.8

Train Type	Symbol	Origin	Destination	Runs Per Week	Distance	Transit Time(Hours)
Manifest						
General Manifest	A_4503	NBAY_ON	TORMACYAR_ON	4	207	8.2
General Manifest	A_4506	BATCREEK_MI	FLAROCK_MI	7	162	13.6
General Manifest	A_4508	SAUSTMARI_ON	GREBAY_WI	7	274	16.3
General Manifest	A_4513	TORMACYAR_ON	NBAY_ON	4	207	7.5
General Manifest	A_4518	GREBAY_WI	SAUSTMARI_ON	7	274	16.5
General Manifest	A_4585	SWALANDIN_AB	GRAPRAIRI_AB	7	232	17.0
General Manifest	A_4595	GRAPRAIRI_AB	SWALANDIN_AB	7	232	13.0
General Manifest	A_4605	TERRACE_BC	PRIGEORGE_BC	2	372	15.8
General Manifest	A_4632	SENNETERR_PQ	PARENT_PQ	6	138	4.5
General Manifest	A_4642	PARENT_PQ	SENNETERR_PQ	6	138	4.5
General Manifest	A_4652	PARENT_PQ	GARNEAU_PQ	6	191	8.8
General Manifest	A_4662	GARNEAU_PQ	PARENT_PQ	6	191	8.0
General Manifest	A_4682	MONTASYAR_PQ	CHAMBORD_PQ	7	264	18.5
General Manifest	A_4692	CHAMBORD_PQ	MONTASYAR_PQ	7	264	18.7
General Manifest	A_4725	CHETWYND_BC	PRIGEORGE_BC	7	196	8.4
General Manifest	A_4735	PRIGEORGE_BC	CHETWYND_BC	7	196	7.5
General Manifest	A_4785	FTNELSON_BC	FTSTJOHN_BC	1	251	23.3
General Manifest	A_4795	FTSTJOHN_BC	FTNELSON_BC	1	251	24.0
General Manifest	A_4826	LANG_OH	SARNIA_ON	7	109	7.2
General Manifest	A_4846	FLAROCK_MI	SARNIA_ON	7	80	4.6
General Manifest	A_4853	SARNIA_ON	FLAROCK_MI	7	80	5.3
General Manifest	A_4887	MEMPHIS_TN	MOBILE_AL	7	404	19.4
General Manifest	A_4897	MOBILE_AL	MEMPHIS_TN	7	404	18.8
General Manifest	A_4908	STEPT_WI	KIRYARD_IN	7	315	17.7

Train Type	Symbol	Origin	Destination	Runs Per Week	Distance	Transit Time(Hours)
General Manifest	A_4913	TORMACYAR_ON	KIRYARD_IN	7	495	25.7
General Manifest	A_4919	KIRYARD_IN	STEPT_WI	7	315	17.4
General Manifest	A_4929	KIRYARD_IN	TORMACYAR_ON	7	495	26.5
General Manifest	A_4945	HOUSTON_BC	PRIGEORGE_BC	5	199	15.0
General Manifest	A_4955	PRIGEORGE_BC	HOUSTON_BC	5	199	13.0
General Manifest	A_4967	MEMPHIS_TN	KIRYARD_IN	7	525	21.9
General Manifest	A_4979	KIRYARD_IN	MEMPHIS_TN	7	503	22.9
General Manifest	A_4999	KIRYARD_IN	MEMPHIS_TN	7	503	22.9
General Manifest	H_9065	FRASURIMP_BC	VANTHOYAR_BC	7	3	0.1
General Manifest	M_3015	EDMONTON_AB	VANTHOYAR_BC	7	737	29.5
General Manifest	M_3017	BATROUGE_LA	MEMPHIS_TN	7	394	16.5
General Manifest	M_3027	MEMPHIS_TN	BATROUGE_LA	7	394	17.0
General Manifest	M_3033	TORMACYAR_ON	WINSYMYAR_MB	7	1,183	40.9
General Manifest	M_3035	EDMONTON_AB	PRIGEORGE_BC	7	485	25.1
General Manifest	M_3045	PRIGEORGE_BC	WINSYMYAR_MB	7	1,286	71.3
General Manifest	M_3051	MONINTTER_NB	TORMACYAR_ON	7	897	31.8
General Manifest	M_3063	TORMACYAR_ON	MONINTTER_NB	7	897	37.9
General Manifest	M_3095	EDMONTON_AB	COQUITLAM_BC	7	744	38.7
General Manifest	M_3105	COQUITLAM_BC	EDMONTON_AB	7	734	40.9
General Manifest	M_3115	EDMONTON_AB	VANTHOYAR_BC	7	741	36.3
General Manifest	M_3125	EDMONTON_AB	WINSYMYAR_MB	7	797	40.4
General Manifest	M_3133	TORMACYAR_ON	WINSYMYAR_MB	7	1,183	50.3
General Manifest	M_3134	WINSYMYAR_MB	SCOTFORD_AB	7	817	43.6
General Manifest	M_3144	WINSYMYAR_MB	TORMACYAR_ON	3	1,191	50.7
General	M_3154	WINSYMYAR_MB	CALLOGPAR_AB	7	996	51.3

Train Type	Symbol	Origin	Destination	Runs Per Week	Distance	Transit Time(Hours)
Manifest						
General Manifest	M_3165	MIRROR_AB	WINSYMYAR_MB	4	880	48.3
General Manifest	M_3174	WINSYMYAR_MB	EDMONTON_AB	7	797	43.3
General Manifest	M_3184	WINSYMYAR_MB	TORMACYAR_ON	7	1,191	51.4
General Manifest	M_3185	EDMONTON_AB	WINSYMYAR_MB	7	797	47.3
General Manifest	M_3212	STLAMBERT_PQ	TORMACYAR_ON	7	338	14.9
General Manifest	M_3223	TORMACYAR_ON	STLAMBERT_PQ	7	338	10.9
General Manifest	M_3232	STALBANS_VT	RIVPRAIRI_PQ	3	86	6.8
General Manifest	M_3242	MONTASYAR_PQ	STALBANS_VT	3	75	4.5
General Manifest	M_3262	HUNTINGDO_PQ	MONTASYAR_PQ	6	53	2.9
General Manifest	M_3272	MONTASYAR_PQ	HUNTINGDO_PQ	6	53	3.7
General Manifest	M_3357	MEMPHIS_TN	KIRYARD_IN	7	525	21.9
General Manifest	M_3368	GREBAY_WI	KIRYARD_IN	7	288	18.5
General Manifest	M_3379	KIRYARD_IN	WATERLOO_IA	7	327	21.5
General Manifest	M_3389	WATERLOO_IA	KIRYARD_IN	7	327	25.5
General Manifest	M_3404	WINSYMYAR_MB	ELKHART_IN	7	954	49.4
General Manifest	M_3419	KIRYARD_IN	WINSYMYAR_MB	7	840	33.4
General Manifest	M_3424	WINSYMYAR_MB	KIRYARD_IN	7	888	42.6
General Manifest	M_3439	KIRYARD_IN	WINSYMYAR_MB	7	840	33.4
General Manifest	M_3444	WINSYMYAR_MB	STEPT_WI	7	574	25.8
General Manifest	M_3458	STEPT_WI	WINSYMYAR_MB	7	574	24.6
General Manifest	M_3479	KIRYARD_IN	PRIGEORGE_BC	7	2,171	123.1
General Manifest	M_3485	PRIGEORGE_BC	EDMONTON_AB	7	489	28.0
General Manifest	M_3545	VANTHOYAR_BC	PRIGEORGE_BC	7	628	29.9
General Manifest	M_3555	PRIGEORGE_BC	VANTHOYAR_BC	7	631	28.9

Train Type	Symbol	Origin	Destination	Runs Per Week	Distance	Transit Time(Hours)
General Manifest	M_3564	WINSYMYAR_MB	MARKHAM_IL	7	872	39.7
General Manifest	M_3683	TORMACYAR_ON	MONTASYAR_PQ	7	328	12.7
General Manifest	M_3692	MONTASYAR_PQ	TORMACYAR_ON	7	328	10.6
General Manifest	M_3732	MONTASYAR_PQ	TORMACYAR_ON	7	328	8.8
General Manifest	M_3763	TORMACYAR_ON	MONTASYAR_PQ	7	328	9.1
General Manifest	M_3772	MONTASYAR_PQ	TORMACYAR_ON	7	328	8.8
General Manifest	M_3823	SARNIA_ON	TORMACYAR_ON	7	185	7.0
General Manifest	M_3833	TORMACYAR_ON	LANG_OH	7	293	16.3
General Manifest	M_3949	KIRYARD_IN	TORMACYAR_ON	7	495	22.8
General Manifest	M_3969	CHAMPAIGN_IL	TORMACYAR_ON	7	598	26.7
General Manifest	M_3973	TORMACYAR_ON	KIRYARD_IN	7	495	20.9
General Manifest	M_3993	TORMACYAR_ON	SALEM_IL	7	707	31.0
General Manifest	M-KCVN	KANCITY_MO	ESTLOUIS_IL	4	321	14.0
General Manifest	M-VNKC	ESTLOUIS_IL	INTFREGAT_MO	4	342	14.9
Intermodal	K_1044	WINSYMYAR_MB	TRANSCONA_MB	7	3	0.8
Intermodal	K_1205	FRASURIMP_BC	FRASURIMP_BC	7	7	0.3
Intermodal	K_1225	VANCENPIE_BC	VANCENPIE_BC	7	35	1.4
Intermodal	K_1245	VANVANTER_BC	VANVANTER_BC	7	37	1.5
Intermodal	K_1344	REGINA_SK	REGINA_SK	7	20	0.8
Intermodal	Q_1013	BRAINTTER_ON	TRANSCONA_MB	7	1,186	39.7
Intermodal	Q_1014	TRANSCONA_MB	ROBBANK_BC	7	1,569	73.8
Intermodal	Q_1025	ROBBANK_BC	BRAINTTER_ON	5	2,758	126.3
Intermodal	Q_1052	MONTASYAR_PQ	VANTHOYAR_BC	7	3,030	132.1
Intermodal	Q_1065	ROBBANK_BC	MONTASYAR_PQ	3	3,066	135.3
Intermodal	Q_1084	WINSYMYAR_MB	MONTASYAR_PQ	7	1,506	53.2
Intermodal	Q_1165	ROBBANK_BC	CHIINTTER_IL	7	2,440	126.4
Intermodal	Q_1169	CHIINTTER_IL	FLAROCK_MI	7	328	16.3
Intermodal	Q_1179	CHIINTTER_IL	VANTHOYAR_BC	7	2,424	120.2
Intermodal	Q_1185	VANTHOYAR_BC	CHIINTTER_IL	7	2,410	127.0
Intermodal	Q_1199	CHIINTTER_IL	ROBBANK_BC	7	2,454	117.7
Intermodal	Q_1265	ROBBANK_BC	CHIINTTER_IL	1	2,440	116.1

Train Type	Symbol	Origin	Destination	Runs Per Week	Distance	Transit Time(Hours)
Intermodal	Q_1475	CALLOGPAR_AB	VANTHOYAR_BC	7	953	49.9
Intermodal	Q_1805	PRIRUPTER_BC	BRAINTTER_ON	4	2,945	136.3
Intermodal	Q_1833	BRAINTTER_ON	PRIRUPTER_BC	7	2,935	120.5
Intermodal	Q_1925	PRIRUPTER_BC	CHIINTTER_IL	7	2,627	109.9
Intermodal	Q_1965	PRIRUPTER_BC	MEMINTTER_TN	3	3,104	146.3
Intermodal	Q_1977	MEMINTTER_TN	PRIRUPTER_BC	5	3,133	138.4
Intermodal	Q_1985	PRIRUPTER_BC	CHIINTTER_IL	7	2,628	128.1
Intermodal	Q_1999	CHIINTTER_IL	PRIRUPTER_BC	7	2,629	124.4
Intermodal	Z_1113	BRAINTTER_ON	VANTHOYAR_BC	7	2,722	94.3
Intermodal	Z_1125	VANINTTER_BC	BRAINTTER_ON	7	2,718	121.4
Intermodal	Z_1144	WINSYMYAR_MB	BRAINTTER_ON	7	1,198	51.4
Intermodal	Z_1145	CALLOGPAR_AB	WINSYMYAR_MB	7	998	50.4
Intermodal	Z_1153	BRAINTTER_ON	CALLOGPAR_AB	7	2,181	69.5
Intermodal	Z_1203	BRAINTTER_ON	ROCKINGHA_NS	7	1,090	35.6
Intermodal	Z_1211	ROCKINGHA_NS	BRAINTTER_ON	7	1,090	36.8
Intermodal	Z_1489	CHIINTTER_IL	MONTASYAR_PQ	7	834	32.3
Intermodal	Z_1492	MONMONINT_PQ	CHIINTTER_IL	7	831	32.2
Intermodal	Z_1949	CHIINTTER_IL	MAYYARD_LA	7	883	29.5
Intermodal	Z_1957	MAYYARD_LA	CHIINTTER_IL	3	909	31.1
Intermodal	Z_1957	JACKSON_MS	CHIINTTER_IL	3	732	23.8
Intermodal	Z_1957	MEMINTTER_TN	CHIINTTER_IL	1	520	15.5
Multi-levels	E_2516	FLAROCK_MI	GIBSON_IN	7	321	19.0
Multi-levels	E_2609	MARKHAM_IL	FLINT_MI	2	255	11.3
Multi-levels	E_2616	BATCREEK_MI	MARKHAM_IL	2	164	6.6
Multi-levels	E_2716	BATCREEK_MI	SALEM_IL	7	373	21.4
Multi-levels	E_2749	MARKHAM_IL	MONTASYAR_PQ	7	834	35.0
Multi-levels	E_2753	TORMACYAR_ON	MARKHAM_IL	7	501	25.7
Multi-levels	M_3565	VANTHOYAR_BC	WINSYMYAR_MB	7	1,535	86.8
Multi-levels	M_3579	MARKHAM_IL	EDMONTON_AB	7	1,665	72.8
On-line Haulage	H_1769	NEWTON_IL	NEWTON_IL	7	305	12.2
On-line Haulage	H_2609	WCHICAGO_IL	MARKHAM_IL	7	52	2.1
On-line Haulage	H_3095	COQUITLAM_BC	COQUITLAM_BC	7	38	1.5
On-line Haulage	H_3932	STROSJCT_PQ	STLAMBERT_PQ	5	29	1.5
On-line Haulage	H_3942	STLAMBERT_PQ	STROSJCT_PQ	5	29	1.5
On-line Haulage	H_9006	BUTLER_PA	SENECA_NY	7	246	9.9
On-line Haulage	H_9016	SENECA_NY	BUTLER_PA	7	246	9.9

Train Type	Symbol	Origin	Destination	Runs Per Week	Distance	Transit Time(Hours)
On-line Haulage	H_9025	TILBURY_BC	TILBURY_BC	7	5	0.2
On-line Haulage	H_9029	KIRYARD_IN	GOFF_IN	5	7	4.6
On-line Haulage	H_9035	CAMROSE_AB	CAMROSE_AB	7	16	0.7
On-line Haulage	H_9038	SLINGER_WI	SLINGER_WI	7	29	1.2
On-line Haulage	H_9044	WINSYMYAR_MB	WINSYMYAR_MB	7	16	0.7
On-line Haulage	T_7469	SPAULDING_IL	KIRYARD_IN	1	84	5.2

Appendix D: CN Segments in the United States with No Changes in Trains Per Day Not Adjacent to the Springfield Line[144][166]

Segment Number	Subdivision	Segment Begin Station	Segment End Station	Pre-Transaction Trains Per Day	Post-Transaction Trains Per Day	Change in Trains Per Day	Passenger Trains Per Day
724-50	BATON ROUGE BATONROUGE	RESERVE_LA KENNER_LA	KENNER_LA	9.8	9.8	-	0.1
719-10	BEAUMONT	BAYSHOJCT_AL MOBILE_ALJACKSON_MS	STAR_MS	2.53.2	2.53.2	-	-
719-20	BEAUMONT	BELJCT_AL BAYSHOJCT_ALSTAR_MS	SARATOGA_MS	2.54.1	2.54.1	-	-
719-30	BEAUMONT	HATTIESBU_MS BELJCT_ALSARATOGA_MS	HATTIESBU_MS	45.6	45.6	-	-
719-40	BEAUMONT	JACKSON_MS STAR_MSHATTIESBU_MS	BELJCT_AL	3.24.0	3.24.0	-	-
719-70	BEAUMONT	SARATOGA_MS HATTIESBU_MS BELJCT_AL	BAYSHOJCT_AL	5.62.5	5.62.5	-	-
719-75	BEAUMONT	STAR_MS SARATOGA_MS BAYSHOJCT_AL	MOBILE_AL	4.12.5	4.12.5	-	-
CAIRO 708-10	CAIRO BUDA_KY FULTON_KY	CAIRO_IL	CAIRO_IL WICKLIFFE_KY	12.3	12.3 12.312.3	- 2 2-	2.0
708-20	CAIRO	WICKLIFFE_KY BUDA_KY	BUDA_KY	12.1	12.1	-	22.0
708-30	CAIRO	BUDA_KY	FULTON_KY	12.3	12.3	-	2.0
701-10	CENTRALIA	IRVINGTON_IL	RICHVIEW_IL	19.4	19.4	-	6.0
701-20	CENTRALIA	RICHVIEW_IL	BOIS_IL	19.4	19.4	-	6.0
701-30	CENTRALIA	BOIS_IL TAMAROA_IL	TAMAROA_IL	19.4	19.4	-	66.0
701-40	CENTRALIA	CARBONDAL_IL	DUQUOIN_IL	10.719.4	10.719.4	-	26.0

[144][166] See "HC – (Amended) Operating Metrics – Estimation of Line Density And Train Count Methodology.pdf" for estimation process and associated workpapers.

Segment Number	Subdivision	Segment Begin Station	Segment End Station	Pre-Transaction Trains Per Day	Post-Transaction Trains Per Day	Change in Trains Per Day	Passenger Trains Per Day
		~~COBDEN_IL~~TAMAROA_IL					
701-45	CENTRALIA	TAMAROA_IL	DOWELL_IL	18.2	18.2	-	6.0
701-5	CENTRALIA	CENTRALIA_IL~~–IRVINGTON_IL~~	IRVINGTON_IL	19.4	19.4	-	~~6~~6.0
~~CENTRALIA~~		~~COBDEN_IL – MOUNDS_IL~~		~~10.7~~	~~10.7~~	~~-~~	~~2~~
701-50	CENTRALIA	~~DESOTO_IL – CARBONDAL_IL~~ DOWELL_IL	ELKVILLE_IL	14.7	14.7	-	~~6~~6.0
701-60	CENTRALIA	~~DOWELL_IL –~~ ELKVILLE_IL	CARBONDAL_IL	14.7	14.7	-	~~6~~6.0
701-65	CENTRALIA	~~ELKVILLE_IL – CARBONDAL_IL~~ DESOTO_IL	CARBONDAL_IL	14.7	14.7	-	~~6~~6.0
701-70	CENTRALIA	~~IRVINGTON_IL – RICHVIEW_IL~~CARBONDAL_IL	COBDEN_IL	~~19.4~~10.7	~~19.4~~10.7	-	~~6~~2.0
701-80	CENTRALIA	~~MOUNDS_IL – CAIRO_IL~~COBDEN_IL	MOUNDS_IL	~~12.3~~10.7	~~12.3~~10.7	-	~~2~~2.0
701-85	CENTRALIA	MOUNDS_IL~~–PULASKI_IL~~	PULASKI_IL	10.7	10.7	-	~~2~~2.0
701-90	CENTRALIA	~~RICHVIEW_IL – BOIS_IL~~MOUNDS_IL	CAIRO_IL	~~19.4~~12.3	~~19.4~~12.3	-	~~6~~2.0
619-10	~~CENTRALIA~~ CHAMPAIGN	~~TAMAROA_IL – DOWELL_IL~~LEVJCT_IL	TOLONO_IL	~~18.2~~22.0	~~18.2~~22.0	-	~~6~~6.0
619-100	~~CENTRALIA~~ CHAMPAIGN	~~TAMAROA_IL – DUQUOIN_IL~~EFFINGHAM_IL	WATSON_IL	~~19.4~~27.0	~~19.4~~27.0	-	~~6~~6.0
~~CHAMPAIGN~~		~~ARCOLA_IL – HUMBOLDT_IL~~		~~22.5~~	~~22.5~~	~~-~~	~~6~~
~~CHAMPAIGN~~		~~DORANS_IL – MATTOON_IL~~		~~22.5~~	~~22.5~~	~~-~~	~~6~~
~~CHAMPAIGN~~		~~EFFINGHAM_IL – WATSON_IL~~		~~27~~	~~27~~	~~-~~	~~6~~
~~CHAMPAIGN~~		~~HUMBOLDT_IL – DORANS_IL~~		~~22.5~~	~~22.5~~	~~-~~	~~6~~
~~CHAMPAIGN~~		~~LEVJCT_IL – TOLONO_IL~~		~~22~~	~~22~~	~~-~~	~~6~~
619-110	CHAMPAIGN	~~MATTOON_IL – NEOGA_IL~~WATSON_IL	SANJCT_IL	~~24.9~~19.8	~~24.9~~19.8	-	~~6~~6.0
~~CHAMPAIGN~~		~~NEOGA_IL – EFFINGHAM_IL~~		~~26~~	~~26~~	~~-~~	~~6~~
~~CHAMPAIGN~~	CHAMPAIGN ~~PESOTUM_IL –~~	SANJCT_IL	~~SANJCT_IL –~~ CENTRALIA_IL~~21.6~~	16.7~~21.6~~	16.7	~~-~~ ~~6~~	6.0

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619-115	TUSCOLA_IL					6-	
619-20	CHAMPAIGN	TOLONO_IL–PESOTUM_IL	PESOTUM_IL	21.6	21.6	-	66.0
619-30	CHAMPAIGN	PESOTUM_IL	TUSCOLA_IL	21.6	21.6	-	6.0
619-40	CHAMPAIGN	TUSCOLA_IL–ARCOLA_IL	ARCOLA_IL	22.5	22.5	-	66.0
619-50	CHAMPAIGN	WATSON_IL–SANJCT_ILARCOLA_IL	HUMBOLDT_IL	19.822.5	19.822.5	-	66.0
619-60	CHAMPAIGN	HUMBOLDT_IL	DORANS_IL	22.5	22.5	-	6.0
619-70	CHAMPAIGN	DORANS_IL	MATTOON_IL	22.5	22.5	-	6.0
619-80	CHAMPAIGN	MATTOON_IL	NEOGA_IL	24.9	24.9	-	6.0
619-90	CHAMPAIGN	NEOGA_IL	EFFINGHAM_IL	26.0	26.0	-	6.0
612-50	CHICAGO	DELREY_IL–LODA_ILGILMAN_IL	DELREY_IL	23.2	23.2	-	66.0
612-55	CHICAGO	GILMAN_IL–DELREY_IL	LODA_IL	23.2	23.2	-	66.0
612-60	CHICAGO	LODA_IL–LEVJCT_IL	LEVJCT_IL	23.2	23.2	-	66.0
370-20	DEARBORN	FORDHAVEN_MI - WOODHAVEN_MI	WOODHAVEN_MI	14.1	14.1	-	-
623-10	EFFINGHAM	EFFYD_IL–NEWTON_IL	NEWTON_IL	2.4	2.4	-	-
ELSDON 360-1000	ELSDON	HARVEY_IL–THOJCT_IL	THOJCT_IL–GRIFFITH_IN5.4	6.45.4	6.4	-	- - -
360-900	ELSDON	HARVEY_IL	THOJCT_IL	5.4	5.4	-	-
366-3	FLAT ROCK FLATROCK	FLAROCK_MI–FORDHAVEN_MI	FORDHAVEN_MI	13.1	13.1	-	-
366-5	FLAT ROCK FLATROCK	FN_MI–FLAROCK_MI	FLAROCK_MI	7.4	7.4	-	-
366-6	FLAT ROCK FLATROCK	FN_MI–FORDHAVEN_MI	FORDHAVEN_MI	11.0	11.0	-	-
358-10	FLINT	BATCREEK_MI–OLIVET_MI	OLIVET_MI	18.3	18.3	-	22.0
358-110	FLINT	DAVISON_MI–EMMETT_MIPT HURON_MI	SARNIA_ON	12.914.7	12.914.7	-	2-
358-20	FLINT	DURAND_MI–FLINT_MIOLIVET_MI	POTTERVIL_MI	1719.1	1719.1	-	22.0
358-25	FLINT	EMMETT_MI–TAPPAN_MIPOTTERVIL_MI	LANSING_MI	1320.0	1320.0	-	22.0

Segment Number	Subdivision	Segment Begin Station	Segment End Station	Pre-Transaction Trains Per Day	Post-Transaction Trains Per Day	Change in Trains Per Day	Passenger Trains Per Day
FLINT 358-30	FLINT FLINT_MI DAVISON_MI	LANSING_MI	LANSING_MI MORRICE_MI	19.912.7	19.9	-2 2-	2.0
358-35	FLINT	MORRICE_MI DURAND_MI	DURAND_MI	18.2	18.2	-	22.0
358-40	FLINT	OLIVET_MI POTTERVIL_MI	DURAND_MI FLINT_MI	19.117.0	19.117.0	-	22.0
358-50	FLINT	POTTERVIL_MI LANSING_MI	FLINT_MI DAVISON_MI	2012.7	2012.7	-	22.0
358-60	FLINT	PTHURON_MI SARNIA_ON	EMMETT_MI DAVISON_MI	14.712.9	14.712.9	-	2.0
358-70	FLINT	TAPPAN_MI PTHURON_MI	TAPPAN_MI EMMETT_MI	1913.0	1913.0	-	22.0
358-90	FLINT	TAPPAN_MI	PTHURON_MI	19.0	19.0	-	2.0
FULTON 710-20	FULTON CURVE_TN MILLINGTO_TN	FULTON_KY	FULTON_KY RIVES_TN	19.318.2	19.3	-2 2-	2.0
710-30	FULTON	MILLINGTO_TN - WOODSTOCK_TN	NEWBERN_TN RIVES_TN	17.919.3	17.919.3	-	22.0
710-40	FULTON	NEWBERN_TN CURVE_TN	CURVE_TN	18.8	18.8	-	22.0
710-50	FULTON	RIVES_TN NEWBERN_TN	MILLINGTO_TN CURVE_TN	19.318.2	19.318.2	-	22.0
710-60	FULTON	MILLINGTO_TN	WOODSTOCK_TN	17.9	17.9	-	2.0
710-65	FULTON	WOODSTOCK_TN MEMPHIS_TN	MEMPHIS_TN	20.1	20.1	-	22.0
713-50	GRENADA	CANTON_MS JACKSON_MS	JACKSON_MS	22.0	22.0	-	-
368-10	HOLLY	DURAND_MI WATERFORD_MI	WATERFORD_MI	55.0	55.0	-	-
368-15	HOLLY	WATERFORD_MI	PONTIAC_MI	5.3	5.3	-	-
368-30	HOLLY	PONTIAC_MI DETINTTER_MI	DETINTTER_MI	15.1	15.1	-	66.0
HOLLY 857-100	KEENAN WATERFORD_MI PONTIAC_MI	IROJCT_MN	IROJCT_MN HIBBING_MN5.3	3.95.3	3.9	- - -	-
873-100	LAKEFRONT	KIRYARD_IN	BUFFINGTO_IN	39.8	39.8	-	-
873-200	LAKEFRONT	BUFFINGTO_IN INDHARBOR_IN	STOCKTON_IN	4.5	4.5	-	-

Segment Number	Subdivision	Segment Begin Station	Segment End Station	Pre-Transaction Trains Per Day	Post-Transaction Trains Per Day	Change in Trains Per Day	Passenger Trains Per Day
873-300	LAKEFRONT	BUFFINGTO_IN STOCKTON_IN	INDHARBOR_IN	4.5	4.5	-	-
873-400	LAKEFRONT	HAMLAKFRO_IN SCHICAGO_ILIN DHARBOR_IN	HAMLAKFRO_IN	4.3	4.3	-	-
873-500	LAKEFRONT	INDHARBOR_IN HAMLAKFRO_IN	SCHICAGO_IL	4.3	4.3	-	-
870-300	LAKEFRONT LEITHTON	KIRYARD_IN BUFFINGTO_INL EITHTON_IL	SPAULDING_IL	39.818.8	39.818.8	-	-
870-400	LEITHTON	EOLA_IL RIVER_ILSPAULD ING_IL	MUNGER_IL	24.121.0	24.121.0	-	-
870-480	LEITHTON	LEITHTON_IL SPAULDING_IL MUNGER_IL	WCHICAGO_IL	18.822.0	18.822.0	-	-
870-500	LEITHTON	MUNGER_IL WCHICAGO_IL	EOLA_IL	2221.5	2221.5	-	-
870-600	LEITHTON	EOLA_IL	RIVER_IL	24.1	24.1	-	-
870-700	LEITHTON	RIVER_IL WBRIJCT_IL	WBRIJCT_IL	28.2	28.2	-	-
LEITHTON 870-800	LEITHTON SPAULDING_IL MUNGER_IL	WBRIJCT_IL	WBRIJCT_IL EBRIJCT_IL21	28.221	28.2	- - -	
870-900	LEITHTON	WBRIJCT_IL WROMEO_IL	WROMEO_IL	12.1	12.1	-	-
LEITHTON MATTESON		WCHICAGO_IL EOLA_IL CAVANAUGH_I N STOCKTON_IN		21.5 28.2	21.5 28.2	- -	- -
MATTESO N 871-100	MATTESON CHIHEIGHT_IL GRIFFITH_IN	EBRIJCT_IL	EBRIJCT_IL JOLYARD_IL30.8	30.130.8	30.1	- - -	
871-1000	MATTESON	GRIFFITH_IN IVANHOE_INST OCKTON_IN	KIRYARD_IN	28.835.3	28.835.3	-	-
871-1100	MATTESON	IVANHOE_IN CAVANAUGH_I NKIRYARD_IN	BUFFINGTO_IN	2939.8	2939.8	-	-
871-200	MATTESON	JOLYARD_IL MATTESON_IL	MATTESON_IL	23.3	23.3	-	-
871-300	MATTESON	KIRYARD_IN BUFFINGTO_IN MATTESON_IL	CHIHEIGHT_IL	39.830.8	39.830.8	-	-
871-400	MATTESON	MATTESON_IL CHIHEIGHT_IL	GRIFFITH_IN	30.8	30.8	-	-
871-500	MATTESON	STOCKTON_IN	IVANHOE_IN	35.328.8	35.328.8	-	-

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		KIRYARD_INGRIFFITH_IN					
871-600	MATTESON	IVANHOE_IN	CAVANAUGH_IN	29.0	29.0	-	-
871-800	MATTESON	CAVANAUGH_IN	STOCKTON_IN	28.2	28.2	-	-
715-10	MCCOMB	CENJCA_MS-SUMMIT_MSELTON_MS	CRYSPRING_MS	13.113.3	13.113.3	-	22.0
715-20	MCCOMB	CRYSPRING_MS-WESSON_MS	WESSON_MS	14.3	14.3	-	22.0
715-30	MCCOMB	ELTON_MS-CRYSPRING_MS WESSON_MS	CENJCA_MS	13.314.5	13.314.5	-	22.0
715-40	MCCOMB	CENJCA_MS	SUMMIT_MS	13.1	13.1	-	2.0
715-5	MCCOMB	JACKSON_MS	ELTON_MS	15.1	15.1	-	2.0
715-50	MCCOMB	SUMMIT_MS	FERNWOOD_MS	13.8	13.8	-	2.0
715-60	MCCOMB	FERNWOOD_MS -FRENIER_LA	FRENIER_LA	11.1	11.1	-	22.0
715-70	MCCOMB	FRENIER_LA-ORLJCT_LA	ORLJCT_LA	7.9	7.9	-	22.0
715-80	MCCOMB	JACKSON_MS-ELTON_MSORLJCT_LA	KENNER_LA	15.18.0	15.18.0	-	22.0
715-85	MCCOMB	KENNER_LA-MAYYARD_LA	MAYYARD_LA	8.3	8.3	-	22.0
MCCOMB MCCOMB		ORLJCT_LA-KENNER_LA SUMMIT_MS-FERNWOOD_MS		8 13.8	8 13.8	- -	2 2
MCCOMB 711-80	MEMPHIS WESSON_MS-CENJCA_MS	MEMINTTER_TN	MEMINTTER_TN - LAKEVIEW_MS14.5	2.614.5	2.6	-	- 2 -
MISSABE 845-100	MISSABE ADOLPH_MN-FAIRLANE_MN	DULUTH_MN	DULUTH_MN-ADOLPH_MN15.4	17.315.4	17.3	-	- - -
845-250	MISSABE	ADOLPH_MN	FAIRLANE_MN	15.4	15.4	-	-
845-300	MISSABE	FAIRLANE_MN-KEENAN_MN	KEENAN_MN	18.2	18.2	-	-
MISSABE 845-400	MISSABE IROJCT_MN-WOLF_MN	KEENAN_MN	KEENAN_MN-IROJCT_MN28.2	17.628.2	17.6	-	- - -
845-500	MISSABE	IROJCT_MN	WOLF_MN	28.2	28.2	-	-
845-570	MISSABE	WOLF_MN-SHEJCT_MN	SHEJCT_MN	22.5	22.5	-	-
805-10	NEENAH	BLAWOLF_WI-NEENAH_WIFONLAC_WI	VANDYNE_WI	26.525.2	26.525.2	-	-
805-20	NEENAH	FONLAC_WI-	BLAWOLF_WI	25.2	25.2	-	-

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		VANDYNE_WI					
805-30	NEENAH	BLAWOLF_WI	NEENAH_WI	26.5	26.5	-	-
805-40	NEENAH	NEENAH_WI–STOCKTON_WI	STOCKTON_WI	26.2	26.2	-	-
429-20	~~NEENAH~~ RAINY	~~VANDYNE_WI–BLAWOLF_WI~~RANIER_MN	ASHLAKE_MN	~~25.2~~27.6	~~25.2~~27.6	-	-
429-30	RAINY	ASHLAKE_MN–ORR_MN	ORR_MN	27.6	27.6	-	-
429-40	RAINY	~~GLENDALE_MN – HALEY_MN~~ORR_MN	GLENDALE_MN	27.6	27.6	-	-
429-50	RAINY	~~HALEY_MN–VIRGINIA_MN~~GLENDALE_MN	HALEY_MN	27.6	27.6	-	-
429-60	RAINY	~~ORR_MN–GLENDALE_MN~~HALEY_MN	VIRGINIA_MN	27.6	27.6	-	-
429-65	RAINY	~~PEARY_MN–MELRUDE_MN~~VIRGINIA_MN	PEARY_MN	~~20.1~~22.5	~~20.1~~22.5	-	-
429-70	RAINY	PEARY_MN–SIMAR_MN	SIMAR_MN	20.1	20.1	-	-
429-73	RAINY	~~RANIER_MN–ASHLAKE_MN~~PEARY_MN	MELRUDE_MN	~~27.6~~20.1	~~27.6~~20.1	-	-
834-100	~~RAINY~~ SAUKVILLE	~~VIRGINIA_MN–PEARY_MN~~MILWAUKEE_WI	BRODEER_WI	~~22.5~~0.4	~~22.5~~0.4	-	-
834-300	SAUKVILLE	BRODEER_WI–SAUKVILLE_WI	SAUKVILLE_WI	0.9	0.9	-	-
365-10	~~SAUKVILLE~~ SHORELINE	~~MILWAUKEE_WI–BRODEER_WI~~MILJCT_MI	VINEWOOD_MI	~~0.4~~15.0	~~0.4~~15.0	-	~~–~~6.0
365-21	~~SHORE LINE~~ SHORELINE	COOLIDGE_MI–ECORSE_MI	ECORSE_MI	~~9~~9.0	~~9~~9.0	-	-
365-22	~~SHORE LINE~~ SHORELINE	COOLIDGE_MI–VINEWOOD_MI	VINEWOOD_MI	~~9~~9.0	~~9~~9.0	-	-
365-30	~~SHORE LINE~~ SHORELINE	ECORSE_MI–FN_MI	FN_MI	~~13~~13.0	~~13~~13.0	-	-
~~SHORE LINE~~ 365-40 ~~SHORE LINE~~	SHORELINE	FN_MI–LANG_OH	~~FN_MI–~~ WYANDOTTE_MI~~5.3~~	12.5~~5.3~~	12.5	-	- - -
365-50	~~SHORE LINE~~ SHORELINE	~~MILJCT_MI–VINEWOOD_MI~~	LANG_OH	~~15~~5.3	~~15~~5.3	-	~~6~~-

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		FN_MI					
359-35	SOUTH BEND SOUTHBEND	CASSOPOLI_MI - SCHOOLCRA_MI GRIFFITH_IN	SEDLEY_IN	15.717.8	15.717.8	-	-
359-40	SOUTH BEND SOUTHBEND	GRIFFITH_IN - SEDLEY_IN	VALPARAIS_IN	17.8	17.8	-	-
359-45	SOUTH BEND SOUTHBEND	PAVILION_MI - BATCREEK_MI VALPARAIS_IN	STILLWELL_IN	18.418.0	18.418.0	-	0.6 -
359-48	SOUTHBEND	STILLWELL_IN	SBEND_IN	19.5	19.5	-	-
359-50	SOUTH BEND SOUTHBEND	SBEND_IN - MARCELLUS_MI	MARCELLUS_MI	15.7	15.7	-	-
359-55	SOUTHBEND	CASSOPOLI_MI	SCHOOLCRA_MI	15.7	15.7	-	-
359-60	SOUTH BEND SOUTHBEND	SCHOOLCRA_MI - PAVILION_MI	PAVILION_MI	15.7	15.7	-	-
359-65	SOUTHBEND	PAVILION_MI	BATCREEK_MI	18.2	18.2	-	0.5
703-10	SOUTH BEND STLOUIS	SEDLEY_IN - VALPARAIS_IN DUQUOIN_IL	PINCKNEYV_IL	17.85.1	17.85.1	-	-
703-20	SOUTH BEND STLOUIS	STILLWELL_IN - SBEND_IN PINCKNEYV_IL	COULTERVI_IL	19.55.1	19.55.1	-	-
703-30	SOUTH BEND STLOUIS	VALPARAIS_IN - STILLWELL_IN COULTERVI_IL	LENZBURG_IL	183.1	183.1	-	-
703-35	STLOUIS	LENZBURG_IL	FREEBURG_IL	1.7	1.7	-	-
703-40	STLOUIS	FREEBURG_IL	WILDERMAN_IL	1.7	1.7	-	-
703-50	STLOUIS	WILDERMAN_IL	ESTLOUIS_IL	1.7	1.7	-	-
305-50	STRATHROY	SARNIA_ON - PTHURON_MI	PTHURON_MI	14.7	14.7	-	-
811-10	SUPERIOR	HAYJCT_WI - SITASCA_WI STEPT_WI	JCTCITY_WI	23.127.9	23.127.9	-	-
811-20	SUPERIOR	JCTCITY_WI - SPENCER_WI	SPENCER_WI	26.3	26.3	-	-
811-30	SUPERIOR	LADYSMITH_WI - HAYJCT_WI SPENCER_WI	OWEN_WI	24.826.6	24.826.6	-	-
811-300	SUPERIOR	NOPJCT_MN - ADOLPH_MN SITASCA_WI	SAUNDERS_WI	8.420.6	8.420.6	-	-
811-40	SUPERIOR	OWEN_WI - LADYSMITH_WI	LADYSMITH_WI	23.5	23.5	-	-
811-400	SUPERIOR	SAUNDERS_WI - STEELTON_MN	STEELTON_MN	28.6	28.6	-	-
811-50	SUPERIOR	SITASCA_WI - SAUNDERS_WI L	HAYJCT_WI	20.624.8	20.624.8	-	-

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		ADYSMITH_WI					
811-500	SUPERIOR	~~SITASCA_WI - SUPERIOR_WI~~STEELTON_MN	NOPJCT_MN	~~26.4~~28.6	~~26.4~~28.6	-	-
811-600	SUPERIOR	~~SPENCER_WI - OWEN_WI~~NOPJCT_MN	ADOLPH_MN	~~26.6~~8.4	~~26.6~~8.4	-	-
811-70	SUPERIOR	~~STEELTON_MN - NOPJCT_MN~~HAYJCT_WI	SITASCA_WI	~~28.6~~23.1	~~28.6~~23.1	-	-
811-80	SUPERIOR	~~STEPT_WI - JCTCITY_WI~~SITASCA_WI	SUPERIOR_WI	~~27.9~~26.4	~~27.9~~26.4	-	-
801-10	WAUKESHA	FORPARK_IL	ROSEMONT_IL	9.9	9.9	-	5.5
801-100	WAUKESHA	~~BYRON_WI - FONLAC_WI~~LOMIRA_WI	FONLAC_WI	28.2	28.2	-	-
801-110	WAUKESHA	BYRON_WI	FONLAC_WI	28.2	28.2	-	-
801-20	WAUKESHA	~~DESPLAINE_IL - LEITHTON_IL~~ROSEMONT_IL	DESPLAINE_IL	~~20.3~~21.1	~~20.3~~21.1	-	~~13.6~~14.3
801-30	WAUKESHA	DESPLAINE_IL	LEITHTON_IL	21.1	21.1	-	14.3
801-40	WAUKESHA	~~DUPLAINVI_WI - SUSSEX_WI~~LEITHTON_IL	MUNDELEIN_IL	~~29.6~~41.3	~~29.6~~41.3	-	~~—~~14.3
801-50	WAUKESHA	~~FORPARK_IL - ROSEMONT_IL~~ MUNDELEIN_IL	GRALAKE_IL	~~10.8~~41.3	~~10.8~~41.3	-	~~6.4~~14.3
801-60	WAUKESHA	GRALAKE_IL~~- LAKVILLA_IL~~	LAKVILLA_IL	41.3	41.3	-	14.3
801-70	WAUKESHA	LAKVILLA_IL~~- DUPLAINVI_WI~~	DUPLAINVI_WI	~~26.9~~27.0	~~26.9~~27.0	-	~~0.7~~0.8
~~WAUKESHA~~		~~LEITHTON_IL - MUNDELEIN_IL~~		~~40.6~~	~~40.6~~	~~-~~	~~13.6~~
801-75	WAUKESHA	~~LOMIRA_WI - BYRON_WI~~DUPLAINVI_WI	SUSSEX_WI	~~28.2~~29.6	~~28.2~~29.6	-	-
801-85	WAUKESHA	~~LOMIRA_WI - FONLAC_WI~~SUSSEX_WI	RUGJCT_WI	~~28.2~~28.4	~~28.2~~28.4	-	-
~~WAUKESHA~~		~~MUNDELEIN_IL - GRALAKE_IL~~		~~40.6~~	~~40.6~~	~~-~~	~~13.6~~
~~WAUKESHA~~ 801-90	WAUKESHA ~~ROSEMONT_IL - DESPLAINE_IL~~	RUGJCT_WI	~~RUGJCT_WI -~~ LOMIRA_WI~~20.3~~	27.4~~20.3~~	27.4	-	- ~~13.6~~ ~~-~~
801-95	WAUKESHA	~~SUSSEX_WI -~~	BYRON_WI	~~28.4~~28.2	~~28.4~~28.2	-	-

Segment Number	Subdivision	Segment Begin Station	Segment End Station	Pre-Transaction Trains Per Day	Post-Transaction Trains Per Day	Change in Trains Per Day	Passenger Trains Per Day
		RUGJCT_WILOMIRA_WI					
714-10	YAZOO	JACKSON_MS	YAZCITY_MS	16.9	16.9	-	2.0
714-100	YAZOO	BANKS_MS–LAKEVIEW_MS	LAKEVIEW_MS	17.1	17.1	-	22.0
714-20	YAZOO	JACKSON_MS–YAZCITY_MS	SWALAKE_MS	16.917.9	16.917.9	-	22.0
714-200	YAZOO	LAKEVIEW_MS–WJCT_TN	WJCT_TN	14.2	14.2	-	22.0
YAZOO 714-40	YAZOO MARKS_MS–BANKS_MS	SWALAKE_MS	SWALAKE_MS–MARKS_MS17.4	18.417.4	18.4	-22-	2.0
714-50	YAZOO	YAZCITY_MS–SWALAKE_MSMARKS_MS	BANKS_MS	17.917.4	17.917.4	-	22.0

Appendix E: Springfield Line Employees

Exhibit E-1: Current KCS Agreement Employees on the Springfield Line[145][167]

Department	Position						
		East Saint Louis, IL	Kansas City, MO	Louisiana, MO	Mexico, MO	Slater, MO	Total
Engineering	Track Maintenance	4	4	3	3	4	18
Engineering	Signalman	1	1	1	1	0	4
Engineering	**Subtotal**	**5**	**5**	**4**	**4**	**4**	**22**
Mechanical	Carmen	1	0	0	0	0	1
Mechanical	**Subtotal**	**1**	**0**	**0**	**0**	**0**	**1**
Transportation	Conductor	21	11	0	0	1	33
Transportation	Engineer	8	7	0	0	1	16
Transportation	**Subtotal**	**29**	**18**	**0**	**0**	**2**	**49**
Grand Total		**35**	**23**	**4**	**4**	**6**	**72**

Exhibit E-2: Current Non-Agreement Employees on the Springfield Line[146][168]

Position						
	East Saint Louis, IL	Mexico, MO	Odessa, MO	Roodhouse, IL	Slater, MO	Total
Non-agreement personnel	7	3	5	1	4	20

[145][167] CP-KCS ~~Control~~ Application, Vol. 2, p. 252.
[146][168] CP-KCS ~~Control~~ Application, Vol. 1, pp. 399-400.

Exhibit E-3: Summary of Anticipated Labor Impacts

Illinois Central Railroad Company (ICRR)	
Craft or Class	**Anticipated Jobs Created**
BLET Locomotive Engineers	23
BMWED Engineering and Track Maintenance	55
BRS Signalmen	11
SMART-TD Conductors	36
IBEW Electrician	1
IAM Machinist	1
BRC Car Mechanic	2
Craft Total	129
Management	**Anticipated Jobs Created**
Management-Transportation	5
Management-Engineering	6
Management Total	11
GRAND TOTAL	**140**

Appendix F: Capital Improvements

Appendix F-1: Capital Improvements

Investment	Estimated Cost	Assumptions
Upgrade track speed to 40 mph on KCS Springfield Line between Cockrell and Roodhouse	{{ }}	{{ }}
6 siding extensions on KCS lines (1 in IL and 5 in MO) and siding relocation	{{ }}	{{ }}
Cockrell, IL: new 10,000-foot siding	{{ }}	{ }
Improve KCS East St. Louis Yard to add automotive/ intermodal facility to existing yard	{{ }}	{ }
5,000-foot clear yard track at Roodhouse	{{ }}	{ }
Track department trucks and equipment	{{ }}	{{ }}
Signal department trucks and equipment	{{ }}	{{ }}
Automotive/Intermodal Facility (IFG)	{{ }}	{ }
Mt. Pulaski siding reconfiguration on Gilman Subdivision	{{ }}	{ }
Gilman replace diamond with crossover on Gilman Subdivision	{{ }}	{ }
Gilman subdivision - upgrade track to 40 miles per hour	{{ }}	{ }
PTC subdivision file for PTC-equipped track on the Springfield Line to add the subdivisions to CN's Precision Dispatch System (PDS)	{{ }}	{ }

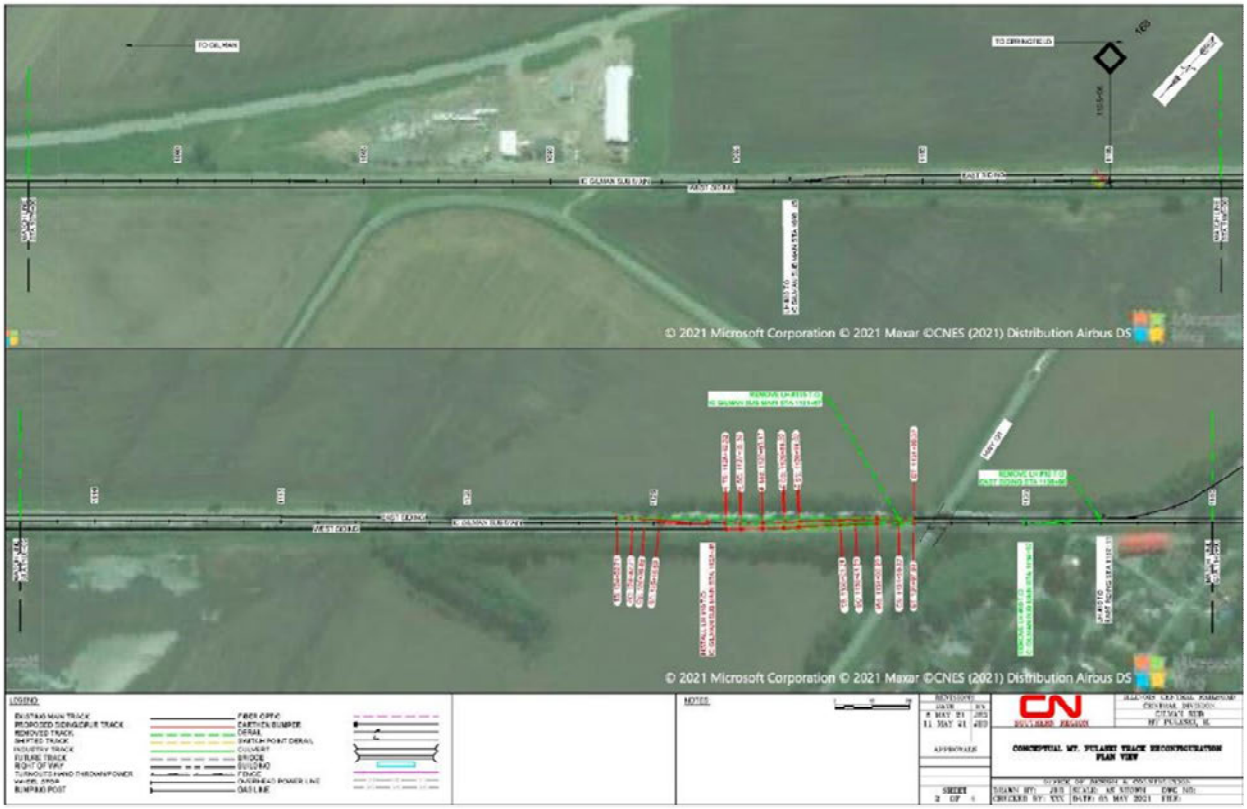
Miscellaneous and Contingency	{{[redacted]}}	{{[redacted]}}
Total cost for KCS upgrades	$250,802,480	

Appendix F-2: Gilman Subdivision Improvements

Mt. Pulaski Siding (1 of 4)[147][169]

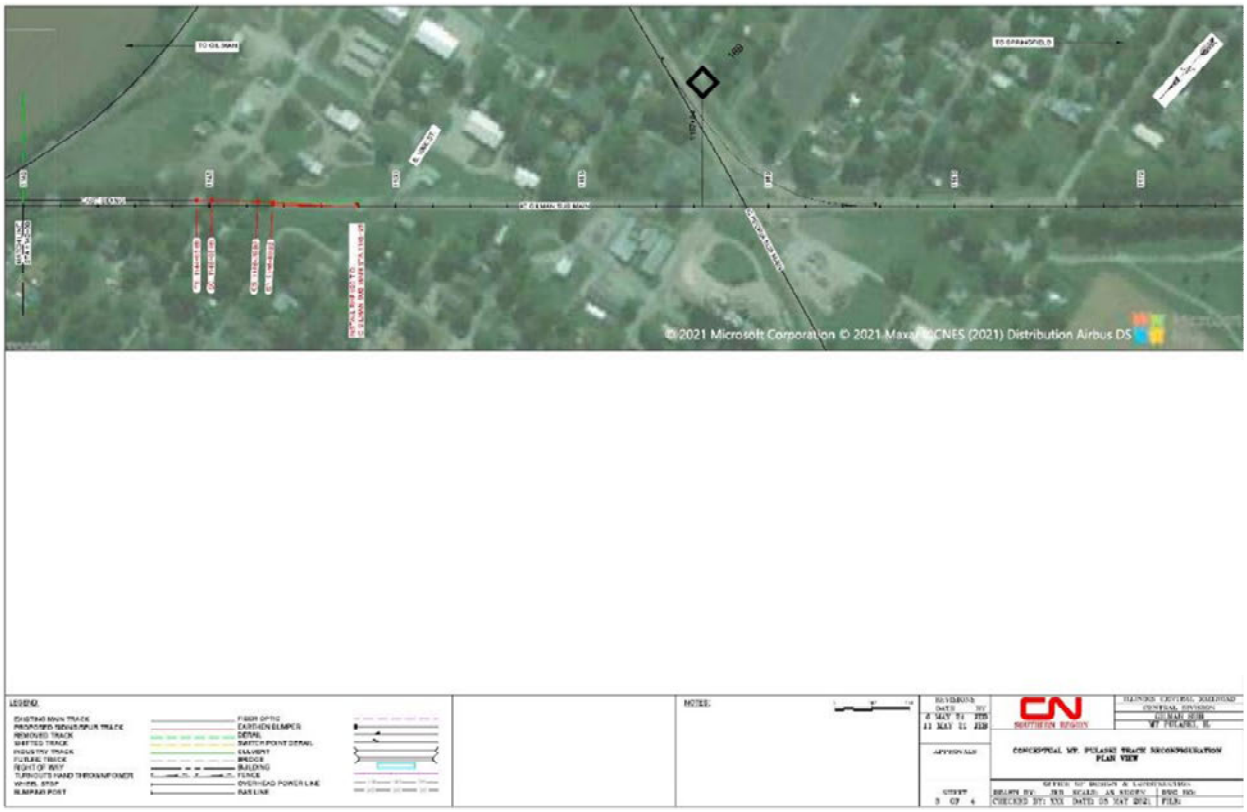
[147][169] "Mt Pulaski.pdf."

Mt. Pulaski Siding (2 of 4)[148][170]



[148][170] "Mt Pulaski.pdf."

Mt. Pulaski Siding (3 of 4)[~~149~~171]

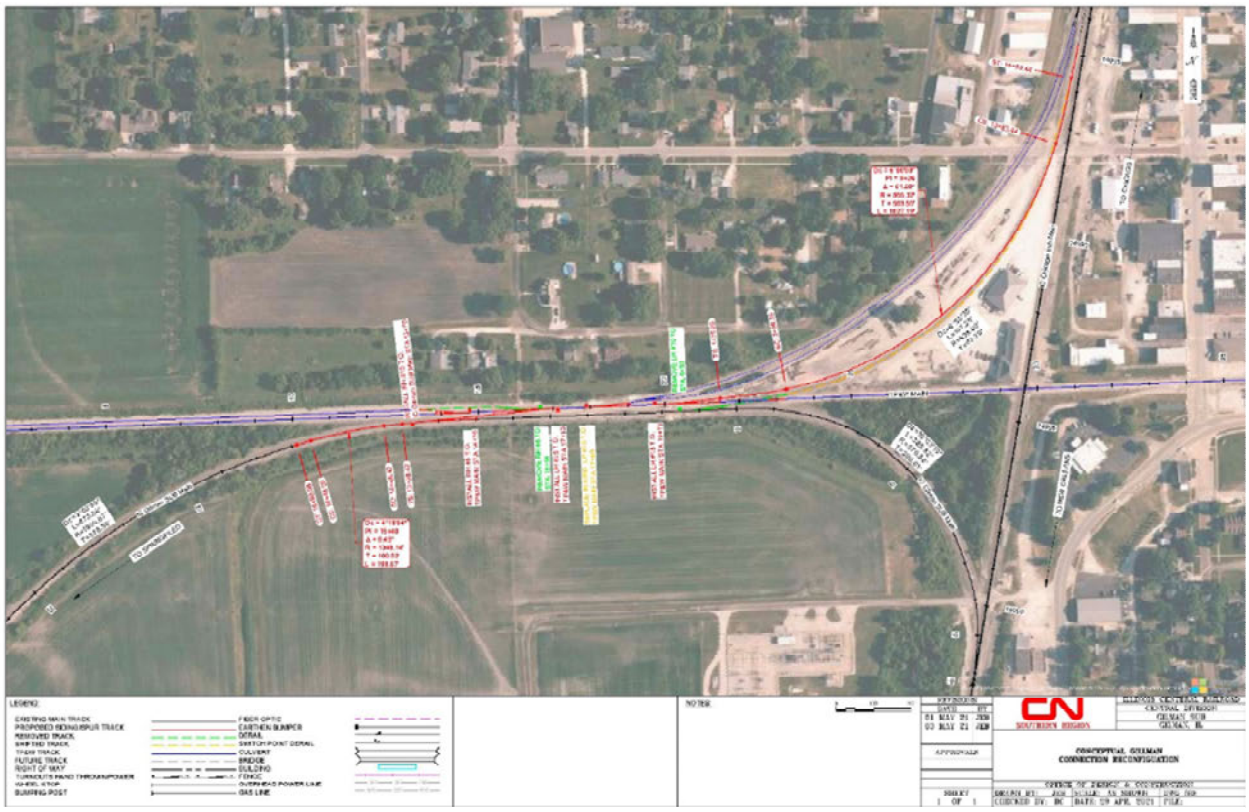


[~~149~~171] "Mt Pulaski.pdf."

Mt. Pulaski Siding (4 of 4)[~~150~~172]

[~~150~~172] "Mt Pulaski.pdf."

Connection at Gilman Conex to IC Line[151][173]



[151][173] "2021053 Gilman Reconfiguration.pdf."

Appendix G: Line Density Segments and Yard Activities

Springfield Line Proper – Line Segment Definitions

Segment											
Segment Number	Code	Subdivision	Segment Name	Segment Begin MP	Segment Begin Station	Segment End MP	Segment End Station	Segment Length (Miles)	CN Considered Begin Station	CN Considered End Station	CN Considered Distance
118	K-PITT-01	PITTSBURG	KANSAS CITY,MO - PITTSBURG,KS	3.7	KANSAS CITY	128.2	PITTSBURG	124.5	IFG	Airline Jct, MO	23.2
119	K-MEXI-01	MEXICO	KANSAS CITY MO - SLATER MO	393.6	KANSAS CITY	490.8	KANSAS CITY (should be SLATER, MO)	97.2	Airline Jct MO	Slater MO	98.6
120	K-MEXI-02	MEXICO	SLATER MO - MEXICO MO	325.7	MEXICO	393.6	SLATER	67.9	Slater MO	Mexico MO	67.9
121	K-ROOD-01	ROODHOUSE	MEXICO,MO - ROODHOUSE,IL	237.3	ROODHOUSE	325.7	MEXICO	88.4	Mexico, MO	Roodhouse, IL	88.4
126	K-GODF-01	GODFREY	ROODHOUSE IL - GODFREY IL	28.1	GODFREY	68.2	ROODHOUSE	40.1	Roodhouse IL	Godfrey IL	40.1
127	K-ESLT-01	EAST ST LOUIS TERMINAL	GODFREY,IL - EAST ST LOUIS,IL	252.1	GODFREY	285.0	EAST ST LOUIS	32.9	Godfrey, IL	East St. Louis, IL	32.9
122	K-SPRI-01	SPRINGFIELD	ROODHOUSE IL - MURRAYVILLE,IL	221.7	MURRAYVILLE	237.3	ROODHOUSE	15.6	Roodhouse IL	Murrayville IL	15.6
125	K-JACK-01	JACKSONVILLE	MURRAYVILLE IL - JACKSONVILLE IL	216.3	JACKSONVILLE	226.7	MURRAYVILLE	10.4	Murrayville IL	Jacksonville IL	10.4
123	K-SPRI-02	SPRINGFIELD	MURRAYVILLE IL - SPRINGFIELD IL	203.7	SPRINGFIELD	221.7	MURRAYVILLE	18.0	Murrayville IL	Springfield IL	18.0
124	K-SPRI-03	SPRINGFIELD	SPRINGFIELD (Other)	193.4	COCKRELL	203.7	SPRINGFIELD	10.3	Cockrell, IL	Springfield, IL	10.3
128	K-ESLT-02	EAST ST LOUIS TERMINAL	EAST ST LOUIS TERMINAL (Other)	285.0	EAST ST LOUIS	288.4	ST LOUIS	3.4	East St. Louis IL	St. Louis MO	3.4

Springfield Line Proper – Trains Per Day – Using CP-KCS Amended Operating Plan

Segment				Trains Per Day					
Segment Number	Code	Subdivision	Segment Name	Base	KCS Organic Growth	2027 No Merger	CP-KCS Merger Related Growth	CN Merger Related Growth	2027 With All Growth Sources
118	K-PITT-01	PITTSBURG	KANSAS CITY,MO - PITTSBURG,KS	15.1	2.4	17.6	12.8	0.6	31.0
119	K-MEXI-01	MEXICO	KANSAS CITY MO - SLATER MO	2.7	0.3	3.0	0.0	1.7	4.7
120	K-MEXI-02	MEXICO	SLATER,MO - MEXICO,MO	1.9	0.1	2.0	0.0	2.0	4.0
121	K-ROOD-01	ROODHOUSE	MEXICO MO - ROODHOUSE IL	2.1	0.1	2.2	0.0	3.4	5.7
126	K-GODF-01	GODFREY	ROODHOUSE,IL - GODFREY,IL	1.6	0.0	1.6	0.0	2.3	3.9
127	K-ESLT-01	EAST ST LOUIS TERMINAL	GODFREY,IL - EAST ST LOUIS,IL	3.7	0.0	3.7	0.0	2.6	6.3
122	K-SPRI-01	SPRINGFIELD	ROODHOUSE IL - MURRAYVILLE IL	0.8	0.1	0.9	0.0	2.3	3.1
125	K-JACK-01	JACKSONVILLE	MURRAYVILLE,IL - JACKSONVILLE,IL	0.7	0.1	0.8	0.0	0.3	1.1
123	K-SPRI-02	SPRINGFIELD	MURRAYVILLE IL - SPRINGFIELD IL	0.6	0.0	0.6	0.0	2.0	2.6
124	K-SPRI-03	SPRINGFIELD	SPRINGFIELD (Other)	0.1	0.0	0.1	0.0	-	0.1
128	K-ESLT-02	EAST ST LOUIS TERMINAL	EAST ST LOUIS TERMINAL (Other)	1.0	0.0	1.0	0.0	-	1.0

Springfield Line Proper – Line Density – Using CP-KCS Amended Operating Plan

Segment				Tonnage - Million Gross Tons per Mile per Year (mGTs)				
Segment Number	Code	Subdivision	Segment Name	Base	KCS Organic Growth	2027 No Merger	CP-KCS Merger Related Growth	CN Merger Related Growth
118	K-PITT-01	PITTSBURG	KANSAS CITY,MO - PITTSBURG,KS	36.8	6.7	43.5	29.1	3.4
119	K-MEXI-01	MEXICO	KANSAS CITY,MO - SLATER,MO	6.2	1.3	7.4	0.8	4.1
120	K-MEXI-02	MEXICO	SLATER MO - MEXICO MO	4.3	0.9	5.1	0.6	4.1
121	K-ROOD-01	ROODHOUSE	MEXICO,MO - ROODHOUSE,IL	4.0	0.8	4.8	0.5	4.9
126	K-GODF-01	GODFREY	ROODHOUSE IL - GODFREY IL	1.1	0.2	1.3	0.2	2.4
127	K-ESLT-01	EAST ST LOUIS TERMINAL	GODFREY,IL - EAST ST LOUIS,IL	6.8	1.4	8.2	1.2	2.5
122	K-SPRI-01	SPRINGFIELD	ROODHOUSE,IL - MURRAYVILLE,IL	1.0	0.2	1.2	0.0	4.5
125	K-JACK-01	JACKSONVILLE	MURRAYVILLE IL - JACKSONVILLE IL	1.3	0.3	1.6	0.0	0.0
123	K-SPRI-02	SPRINGFIELD	MURRAYVILLE,IL - SPRINGFIELD,IL	0.2	0.0	0.2	0.0	4.5
124	K-SPRI-03	SPRINGFIELD	SPRINGFIELD (Other)	0.0	0.0	0.0	0.0	0.1
128	K-ESLT-02	EAST ST LOUIS TERMINAL	EAST ST LOUIS TERMINAL (Other)	1.8	-0.1	1.8	0.0	0.1

Springfield Line Proper – CN Full Waybill Methodology Submission

Segment	Distance	Original Base Tons	Adjusted Base Tons 2019	CP-KCS + CN related merger growth (no organic growth)	Post Transaction, no organic growth	KCS Organic Growth	CN Organic Growth	2027 With All Growth Sources	Pre-Transaction Trains Per Day	Post-Transaction Trains Per Day	Change in Trains Per Day
Kansas City to Pittsburg	23.24	51.3	47.5	32.5	80.0	8.6	0.13	88.8	14	14	1
Kansas City to Slater	98.6	10.4	9.6	4.3	13.9	1.7	0.16	15.8	3	5	2
Slater to Mexico	67.9	8.8	8.2	4.3	12.4	1.5	0.15	14.1	3	5	2
Mexico to Roodhouse	88.4	6.7	6.2	5.1	11.2	1.1	0.18	12.5	3	6	3
Roodhouse to Godfrey	48.1	3.8	3.5	2.6	6.1	0.6	0.09	6.8	2	4	3
Godfrey to East St. Louis	32.9	7.3	6.7	2.7	9.4	1.2	0.09	10.8	3	6	3
Roodhouse to Murrayville	15.6	3.1	2.9	4.5	7.3	0.5	0.17	8.0	2	4	2
Murrayville to Jacksonville	10.4	3.1	2.8	0.0	2.8	0.5	0.00	3.3	1	2	.3
Murrayville to Springfield	18	0.0	0.0	4.5	4.5	0.0	0.17	4.7	0	2	2

Nearby lines: Trains Per Day – Using CP-KCS Amended Operating Plan

Segment					Trains Per Day						
Segment Number	Subdivision	Segment Begin Station	Segment End Station	Segment Length (Miles)	Base	KCS Organic Growth	2027 No Merger	CP-KCS Merger Related Growth	CN Merger Related Growth	2027 With All Growth Sources	NEW Passenger Trains Per Day
703-10	STLOUIS	DUQUOIN_IL	PINCKNEYV_IL	8.9	5.1	-	5.1	-	-	5.1	-
703-20	STLOUIS	PINCKNEYV_IL	COULTERVI_IL	14.6	5.1	-	5.1	-	-	5.1	-
703-30	STLOUIS	COULTERVI_IL	LENZBURG_IL	19.6	3.1	-	3.1	-	-	3.1	-
703-35	STLOUIS	LENZBURG_IL	FREEBURG_IL	11.4	1.7	-	1.7	-	-	1.7	-
703-40	STLOUIS	FREEBURG_IL	WILDERMAN_IL	4.2	1.7	-	1.7	-	-	1.7	-
703-50	STLOUIS	WILDERMAN_IL	ESTLOUIS_IL	11.4	1.7	-	1.7	-	-	1.7	-
618-10	GILMAN	GILMAN_IL	GIBCITY_IL	29.1	2.3	-	2.3	-	2.0	4.3	-
618-15	GILMAN	GIBCITY_IL	CLINTON_IL	38.6	2.0	-	2.0	-	2.0	4.0	-
618-20	GILMAN	CLINTON_IL	MTPULASKI_IL	21.7	2.0	-	2.0	-	2.0	4.0	-
618-30	GILMAN	MTPULASKI_IL	BRIJCT_IL	25.0	0.3	-	0.3	-	2.0	2.3	-
711-60	MEMPHIS	MEMPHIS_TN	WJCT_TN	1.0	21.4	-	21.4	-	2.0	23.4	2.0
711-70	MEMPHIS	WJCT_TN	MEMINTTER_TN	3.4	6.6	-	6.6	-	2.0	8.6	-
612-30	CHICAGO	HOMEWOOD_IL	STUENKEL_IL	7.8	25.6	-	25.6	-	2.0	27.6	6.0
612-40	CHICAGO	STUENKEL_IL	GILMAN_IL	49.6	23.1	-	23.1	-	2.0	25.1	6.0
360-1010	ELSDON	HARVEY_IL	CHIINTTER_IL	1.7	11.1	-	11.1	-	2.0	13.1	-
612-25	CHICAGO	KENSINGTO_IL	HOMEWOOD_IL	10.3	18.0	-	18.0	-	0.8	18.8	6.0

Nearby lines: Line Density – Using CP-KCS Amended Operating Plan

Segment				Tonnage - Million Gross Tons per Mile per Year (mGTs)								
Segment Number	Subdivision	Segment Begin Station	Segment End Station	Base	KCS Organic Growth	2027 No Merger	CP-KCS Merger Related Growth	CN Merger Related Growth	CN Organic Growth	CP-KCS + CN Merger Related Growth	Merger Related Growth Percentage	2027 With Merger
703-10	STLOUIS	DUQUOIN_IL	PINCKNEYV_IL	6.93	-	6.93	-	1.40	0.31	1.40	0.20	8.65
703-20	STLOUIS	PINCKNEYV_IL	COULTERVI_IL	6.87	-	6.87	-	1.40	0.31	1.40	0.20	8.59
703-30	STLOUIS	COULTERVI_IL	LENZBURG_IL	6.69	-	6.69	-	1.40	0.30	1.40	0.21	8.40
703-35	STLOUIS	LENZBURG_IL	FREEBURG_IL	1.60	-	1.60	-	1.41	0.11	1.41	0.88	3.12
703-40	STLOUIS	FREEBURG_IL	WILDERMAN_IL	1.60	-	1.60	-	1.41	0.11	1.41	0.88	3.12
703-50	STLOUIS	WILDERMAN_IL	ESTLOUIS_IL	1.58	-	1.58	-	1.41	0.11	1.41	0.89	3.10
618-10	GILMAN	GILMAN_IL	GIBCITY_IL	1.69	-	1.69	-	4.44	0.23	4.44	2.63	6.36
618-15	GILMAN	GIBCITY_IL	CLINTON_IL	0.88	-	0.88	-	4.44	0.20	4.44	5.06	5.52

Segment				Tonnage - Million Gross Tons per Mile per Year (mGTs)								
Segment Number	Subdivision	Segment Begin Station	Segment End Station	Base	KCS Organic Growth	2027 No Merger	CP-KCS Merger Related Growth	CN Merger Related Growth	CN Organic Growth	CP-KCS + CN Merger Related Growth	Merger Related Growth Percentage	2027 With Merger
618-20	GILMAN	CLINTON_IL	MTPULASKI_IL	0.89	-	0.89	-	4.42	0.20	4.42	5.00	5.51
618-30	GILMAN	MTPULASKI_IL	BRIJCT_IL	0.26	-	0.26	-	4.43	0.18	4.43	17.06	4.87
711-60	MEMPHIS	MEMPHIS_TN	WJCT_TN	55.51	-	55.51	-	0.86	2.12	0.86	0.02	58.50
711-70	MEMPHIS	WJCT_TN	MEMINTTER_TN	8.55	-	8.55	-	0.78	0.35	0.78	0.09	9.67
612-30	CHICAGO	HOMEWOOD_IL	STUENKEL_IL	49.79	-	49.79	-	5.64	2.09	5.64	0.11	57.51
612-40	CHICAGO	STUENKEL_IL	GILMAN_IL	46.62	-	46.62	-	4.58	1.93	4.58	0.10	53.13
360-1010	ELSDON	HARVEY_IL	CHIINTTER_IL	14.93	-	14.93	-	4.77	0.74	4.77	0.32	20.44
612-25	CHICAGO	KENSINGTO_IL	HOMEWOOD_IL	28.76	-	28.76	-	2.07	1.16	2.07	0.07	32.00

Nearby lines: – CN Full Waybill Methodology Submission

Segment				Full Waybill - Tonnage (mGTs)				Full Waybill - Trains Per Day		
Segment Number	Subdivision	Segment Begin Station	Segment End Station	Original Base Tons (Exhibit 14, Part A)	Organic Growth Tonnage (CP-KCS and CN combined)	All Merger Related Growth (CP-KCS, CN)	2027 With All Growth Sources	Pre-Transaction Trains Per Day	Post-Transaction Trains Per Day	Change in Trains Per Day
703-10	STLOUIS	DUQUOIN_IL	PINCKNEYV_IL	6.93	0.31	1.40	8.65	5.1	5.1	-
703-20	STLOUIS	PINCKNEYV_IL	COULTERVI_IL	6.87	0.31	1.40	8.59	5.1	5.1	-
703-30	STLOUIS	COULTERVI_IL	LENZBURG_IL	6.69	0.30	1.40	8.40	3.1	3.1	-
703-35	STLOUIS	LENZBURG_IL	FREEBURG_IL	1.60	0.11	1.41	3.12	1.7	1.7	-
703-40	STLOUIS	FREEBURG_IL	WILDERMAN_IL	1.60	0.11	1.41	3.12	1.7	1.7	-
703-50	STLOUIS	WILDERMAN_IL	ESTLOUIS_IL	1.58	0.11	1.41	3.10	1.7	1.7	-
618-10	GILMAN	GILMAN_IL	GIBCITY_IL	1.69	0.23	4.44	6.36	2.3	4.3	2.0
618-15	GILMAN	GIBCITY_IL	CLINTON_IL	0.88	0.20	4.44	5.52	2.0	4.0	2.0
618-20	GILMAN	CLINTON_IL	MTPULASKI_IL	0.89	0.20	4.42	5.51	2.0	4.0	2.0
618-30	GILMAN	MTPULASKI_IL	BRIJCT_IL	0.26	0.18	4.43	4.87	0.3	2.3	2.0
711-60	MEMPHIS	MEMPHIS_TN	WJCT_TN	55.51	2.12	0.86	58.50	23.4	25.4	2.0
711-70	MEMPHIS	WJCT_TN	MEMINTTER_TN	8.55	0.35	0.78	9.67	7.0	9.0	2.0
612-30	CHICAGO	HOMEWOOD_IL	STUENKEL_IL	49.79	2.09	5.64	57.51	29.6	31.6	2.0
612-40	CHICAGO	STUENKEL_IL	GILMAN_IL	46.62	1.93	4.58	53.13	27.1	29.1	2.0
360-1010	ELSDON	HARVEY_IL	CHIINTTER_IL	14.93	0.74	4.77	20.44	11.1	13.1	2.0
612-25	CHICAGO	KENSINGTO_IL	HOMEWOOD_IL	28.76	1.16	2.07	32.00	22.0	22.8	0.8

Other CN lines: Trains Per Day – Updated With Passenger Train Breakout

Segment					Trains Per Day						
Segment Number	Subdivision	Segment Begin Station	Segment End Station	Segment Length (Miles)	Base	KCS Organic Growth	2027 No Merger	CP-KCS Merger Related Growth	CN Merger Related Growth	2027 With All Growth Sources	Passenger Trains Per Day
305-50	STRATHROY	SARNIA_ON	PTHURON_MI	0.2	14.7	-	14.7	-	-	14.7	-
358-10	FLINT	BATCREEK_MI	OLIVET_MI	21.1	18.3	-	18.3	-	-	18.3	2.0
358-20	FLINT	OLIVET_MI	POTTERVIL_MI	8.8	19.1	-	19.1	-	-	19.1	2.0
358-25	FLINT	POTTERVIL_MI	LANSING_MI	8.1	20.0	-	20.0	-	-	20.0	2.0
358-30	FLINT	LANSING_MI	MORRICE_MI	25.4	19.9	-	19.9	-	-	19.9	2.0
358-35	FLINT	MORRICE_MI	DURAND_MI	11.1	18.2	-	18.2	-	-	18.2	2.0
358-40	FLINT	DURAND_MI	FLINT_MI	9.4	17.0	-	17.0	-	-	17.0	2.0
358-50	FLINT	FLINT_MI	DAVISON_MI	10.0	12.7	-	12.7	-	-	12.7	2.0
358-60	FLINT	DAVISON_MI	EMMETT_MI	37.9	12.9	-	12.9	-	-	12.9	2.0
358-70	FLINT	EMMETT_MI	TAPPAN_MI	14.2	13.0	-	13.0	-	-	13.0	2.0
358-90	FLINT	TAPPAN_MI	PTHURON_MI	1.9	19.0	-	19.0	-	-	19.0	2.0
358-110	FLINT	PTHURON_MI	SARNIA_ON	0.1	14.7	-	14.7	-	-	14.7	-
359-35	SOUTH BEND	GRIFFITH_IN	SEDLEY_IN	14.3	17.8	-	17.8	-	-	17.8	-
359-40	SOUTH BEND	SEDLEY_IN	VALPARAIS_IN	6.9	17.8	-	17.8	-	-	17.8	-
359-45	SOUTH BEND	VALPARAIS_IN	STILLWELL_IN	23.0	18.0	-	18.0	-	-	18.0	-
359-48	SOUTH BEND	STILLWELL_IN	SBEND_IN	19.0	19.5	-	19.5	-	-	19.5	-
359-50	SOUTH BEND	SBEND_IN	MARCELLUS_MI	32.1	15.7	-	15.7	-	-	15.7	-
359-55	SOUTH BEND	CASSOPOLI_MI	SCHOOLCRA_MI	14.6	15.7	-	15.7	-	-	15.7	-
359-60	SOUTH BEND	SCHOOLCRA_MI	PAVILION_MI	10.4	15.7	-	15.7	-	-	15.7	-
359-65	SOUTH BEND	PAVILION_MI	BATCREEK_MI	19.1	18.2	-	18.2	-	-	18.2	0.5
360-900	ELSDON	HARVEY_IL	THOJCT_IL	2.0	5.4	-	5.4	-	-	5.4	-
360-1000	ELSDON	THOJCT_IL	GRIFFITH_IN	11.2	6.4	-	6.4	-	-	6.4	-
365-10	SHORE LINE	MILJCT_MI	VINEWOOD_MI	1.1	15.0	-	15.0	-	-	15.0	6.0
365-21	SHORE LINE	COOLIDGE_MI	ECORSE_MI	2.7	9.0	-	9.0	-	-	9.0	-
365-22	SHORE LINE	COOLIDGE_MI	VINEWOOD_MI	5.3	9.0	-	9.0	-	-	9.0	-
365-30	SHORE LINE	ECORSE_MI	FN_MI	5.9	13.0	-	13.0	-	-	13.0	-
365-40	SHORE LINE	FN_MI	WYANDOTTE_MI	10.1	12.5	-	12.5	-	-	12.5	-
365-50	SHORE LINE	FN_MI	LANG_OH	35.3	5.3	-	5.3	-	-	5.3	-
366-3	FLAT ROCK	FLAROCK_MI	FORDHAVEN_MI	2.3	13.1	-	13.1	-	-	13.1	-
366-5	FLAT ROCK	FN_MI	FLAROCK_MI	6.1	7.4	-	7.4	-	-	7.4	-
366-6	FLAT ROCK	FN_MI	FORDHAVEN_MI	5.5	1.0	-	1.0	-	-	1.0	-
368-10	HOLLY	DURAND_MI	WATERFORD_MI	28.5	5.0	-	5.0	-	-	5.0	-
368-15	HOLLY	WATERFORD_MI	PONTIAC_MI	6.3	5.3	-	5.3	-	-	5.3	-

Segment					Trains Per Day						
Segment Number	Subdivision	Segment Begin Station	Segment End Station	Segment Length (Miles)	Base	KCS Organic Growth	2027 No Merger	CP-KCS Merger Related Growth	CN Merger Related Growth	2027 With All Growth Sources	Passenger Trains Per Day
368-30	HOLLY	PONTIAC MI	DETINTTER MI	22.5	15.1	-	15.1	-	-	15.1	6.0
370-20	DEARBORN	FORDHAVEN MI	WOODHAVEN MI	0.5	14.1	-	14.1	-	-	14.1	-
429-20	RAINY	RANIER MN	ASHLAKE MN	36.9	27.6	-	27.6	-	-	27.6	-
429-30	RAINY	ASHLAKE MN	ORR MN	7.6	27.6	-	27.6	-	-	27.6	-
429-40	RAINY	ORR MN	GLENDALE MN	1.4	27.6	-	27.6	-	-	27.6	-
429-50	RAINY	GLENDALE MN	HALEY MN	10.4	27.6	-	27.6	-	-	27.6	-
429-60	RAINY	HALEY MN	VIRGINIA MN	31.0	27.6	-	27.6	-	-	27.6	-
429-65	RAINY	VIRGINIA MN	PEARY MN	11.5	22.5	-	22.5	-	-	22.5	-
429-70	RAINY	PEARY MN	SIMAR MN	30.6	20.1	-	20.1	-	-	20.1	-
429-73	RAINY	PEARY MN	MELRUDE MN	10.2	20.1	-	20.1	-	-	20.1	-
612-50	CHICAGO	GILMAN IL	DELREY IL	6.2	23.2	-	23.2	-	-	23.2	6.0
612-55	CHICAGO	DELREY IL	LODA IL	11.0	23.2	-	23.2	-	-	23.2	6.0
612-60	CHICAGO	LODA IL	LEVJCT IL	25.3	23.2	-	23.2	-	-	23.2	6.0
619-10	CHAMPAIGN	LEVJCT IL	TOLONO IL	13.2	22.0	-	22.0	-	-	22.0	6.0
619-20	CHAMPAIGN	TOLONO IL	PESOTUM IL	4.8	21.6	-	21.6	-	-	21.6	6.0
619-30	CHAMPAIGN	PESOTUM IL	TUSCOLA IL	7.9	21.6	-	21.6	-	-	21.6	6.0
619-40	CHAMPAIGN	TUSCOLA IL	ARCOLA IL	8.1	22.5	-	22.5	-	-	22.5	6.0
619-50	CHAMPAIGN	ARCOLA IL	HUMBOLDT IL	5.7	22.5	-	22.5	-	-	22.5	6.0
619-60	CHAMPAIGN	HUMBOLDT IL	DORANS IL	3.8	22.5	-	22.5	-	-	22.5	6.0
619-70	CHAMPAIGN	DORANS IL	MATTOON IL	5.0	22.5	-	22.5	-	-	22.5	6.0
619-80	CHAMPAIGN	MATTOON IL	NEOGA IL	11.9	24.9	-	24.9	-	-	24.9	6.0
619-90	CHAMPAIGN	NEOGA IL	EFFINGHAM IL	14.9	26.0	-	26.0	-	-	26.0	6.0
619-100	CHAMPAIGN	EFFINGHAM IL	WATSON IL	4.6	27.0	-	27.0	-	-	27.0	6.0
619-110	CHAMPAIGN	WATSON IL	SANJCT IL	41.7	19.8	-	19.8	-	-	19.8	6.0
619-115	CHAMPAIGN	SANJCT IL	CENTRALIA IL	5.2	16.7	-	16.7	-	-	16.7	6.0
623-10	EFFINGHAM	EFFYD IL	NEWTON IL	23.5	2.4	-	2.4	-	-	2.4	-
701-5	CENTRALIA	CENTRALIA IL	IRVINGTON IL	6.2	19.4	-	19.4	-	-	19.4	6.0
701-10	CENTRALIA	IRVINGTON IL	RICHVIEW IL	4.7	19.4	-	19.4	-	-	19.4	6.0
701-20	CENTRALIA	RICHVIEW IL	BOIS IL	10.5	19.4	-	19.4	-	-	19.4	6.0
701-30	CENTRALIA	BOIS IL	TAMAROA IL	6.0	19.4	-	19.4	-	-	19.4	6.0
701-40	CENTRALIA	TAMAROA IL	DUQUOIN IL	5.7	19.4	-	19.4	-	-	19.4	6.0
701-45	CENTRALIA	TAMAROA IL	DOWELL IL	7.8	18.2	-	18.2	-	-	18.2	6.0
701-50	CENTRALIA	DOWELL IL	ELKVILLE IL	5.1	14.7	-	14.7	-	-	14.7	6.0
701-60	CENTRALIA	ELKVILLE IL	CARBONDAL IL	9.4	14.7	-	14.7	-	-	14.7	6.0
701-65	CENTRALIA	DESOTO IL	CARBONDAL IL	3.2	14.7	-	14.7	-	-	14.7	6.0

Segment					Trains Per Day						
Segment Number	Subdivision	Segment Begin Station	Segment End Station	Segment Length (Miles)	Base	KCS Organic Growth	2027 No Merger	CP-KCS Merger Related Growth	CN Merger Related Growth	2027 With All Growth Sources	Passenger Trains Per Day
701-70	CENTRALIA	CARBONDAL_IL	COBDEN_IL	15.3	10.7	-	10.7	-	-	10.7	2.0
701-80	CENTRALIA	COBDEN_IL	MOUNDS_IL	28.9	10.7	-	10.7	-	-	10.7	2.0
701-85	CENTRALIA	MOUNDS_IL	PULASKI_IL	4.0	10.7	-	10.7	-	-	10.7	2.0
701-90	CENTRALIA	MOUNDS_IL	CAIRO_IL	5.1	12.3	-	12.3	-	-	12.3	2.0
708-10	CAIRO	CAIRO_IL	WICKLIFFE_KY	8.4	12.3	-	12.3	-	-	12.3	2.0
708-20	CAIRO	WICKLIFFE_KY	BUDA_KY	33.0	12.1	-	12.1	-	-	12.1	2.0
708-30	CAIRO	BUDA_KY	FULTON_KY	2.7	12.3	-	12.3	-	-	12.3	2.0
710-20	FULTON	FULTON_KY	RIVES_TN	1.5	19.3	-	19.3	-	-	19.3	2.0
710-30	FULTON	RIVES_TN	NEWBERN_TN	21.7	19.3	-	19.3	-	-	19.3	2.0
710-40	FULTON	NEWBERN_TN	CURVE_TN	24.5	18.8	-	18.8	-	-	18.8	2.0
710-50	FULTON	CURVE_TN	MILLINGTO_TN	43.9	18.2	-	18.2	-	-	18.2	2.0
710-60	FULTON	MILLINGTO_TN	WOODSTOCK_TN	6.5	17.9	-	17.9	-	-	17.9	2.0
710-65	FULTON	WOODSTOCK_TN	MEMPHIS_TN	20.4	20.1	-	20.1	-	-	20.1	2.0
711-80	MEMPHIS	MEMINTTER_TN	LAKEVIEW_MS	6.4	2.6	-	2.6	-	-	2.6	-
713-50	GRENADA	CANTON_MS	JACKSON_MS	25.7	2.0	-	2.0	-	-	2.0	-
714-10	YAZOO	JACKSON_MS	YAZCITY_MS	44.4	16.9	-	16.9	-	-	16.9	2.0
714-20	YAZOO	YAZCITY_MS	SWALAKE_MS	80.9	17.9	-	17.9	-	-	17.9	2.0
714-40	YAZOO	SWALAKE_MS	MARKS_MS	26.3	18.4	-	18.4	-	-	18.4	2.0
714-50	YAZOO	MARKS_MS	BANKS_MS	41.6	17.4	-	17.4	-	-	17.4	2.0
714-100	YAZOO	BANKS_MS	LAKEVIEW_MS	12.8	17.1	-	17.1	-	-	17.1	2.0
714-200	YAZOO	LAKEVIEW_MS	WJCT_TN	21.2	14.2	-	14.2	-	-	14.2	2.0
715-5	MCCOMB	JACKSON_MS	ELTON_MS	8.8	15.1	-	15.1	-	-	15.1	2.0
715-10	MCCOMB	ELTON_MS	CRYSPRING_MS	17.4	13.3	-	13.3	-	-	13.3	2.0
715-20	MCCOMB	CRYSPRING_MS	WESSON_MS	22.0	14.3	-	14.3	-	-	14.3	2.0
715-30	MCCOMB	WESSON_MS	CENJCA_MS	7.9	14.5	-	14.5	-	-	14.5	2.0
715-40	MCCOMB	CENJCA_MS	SUMMIT_MS	24.4	13.1	-	13.1	-	-	13.1	2.0
715-50	MCCOMB	SUMMIT_MS	FERNWOOD_MS	13.8	13.8	-	13.8	-	-	13.8	2.0
715-60	MCCOMB	FERNWOOD_MS	FRENIER_LA	86.5	11.1	-	11.1	-	-	11.1	2.0
715-70	MCCOMB	FRENIER_LA	ORLJCT_LA	2.2	7.9	-	7.9	-	-	7.9	2.0
715-80	MCCOMB	ORLJCT_LA	KENNER_LA	1.0	8.0	-	8.0	-	-	8.0	2.0
715-85	MCCOMB	KENNER_LA	MAYYARD_LA	2.6	8.3	-	8.3	-	-	8.3	2.0
719-10	BEAUMONT	JACKSON_MS	STAR_MS	18.9	3.2	-	3.2	-	-	3.2	-
719-20	BEAUMONT	STAR_MS	SARATOGA_MS	29.5	4.1	-	4.1	-	-	4.1	-
719-30	BEAUMONT	SARATOGA_MS	HATTIESBU_MS	37.4	5.6	-	5.6	-	-	5.6	-

Segment					Trains Per Day						
Segment Number	Subdivision	Segment Begin Station	Segment End Station	Segment Length (Miles)	Base	KCS Organic Growth	2027 No Merger	CP-KCS Merger Related Growth	CN Merger Related Growth	2027 With All Growth Sources	Passenger Trains Per Day
719-40	BEAUMONT	HATTIESBU_MS	BELJCT_AL	99.8	4.0	-	4.0	-	-	4.0	-
719-70	BEAUMONT	BELJCT_AL	BAYSHOJCT_AL	2.4	2.5	-	2.5	-	-	2.5	-
719-75	BEAUMONT	BAYSHOJCT_AL	MOBILE_AL	2.0	2.5	-	2.5	-	-	2.5	-
724-50	BATON ROUGE	RESERVE_LA	KENNER_LA	21.2	9.8	-	9.8	-	-	9.8	0.1
801-10	WAUKESHA	FORPARK_IL	ROSEMONT_IL	7.8	9.9	-	9.9	-	-	9.9	5.5
801-20	WAUKESHA	ROSEMONT_IL	DESPLAINE_IL	4.2	21.1	-	21.1	-	-	21.1	14.3
801-30	WAUKESHA	DESPLAINE_IL	LEITHTON_IL	14.9	21.1	-	21.1	-	-	21.1	14.3
801-40	WAUKESHA	LEITHTON_IL	MUNDELEIN_IL	2.6	41.3	-	41.3	-	-	41.3	14.3
801-50	WAUKESHA	MUNDELEIN_IL	GRALAKE_IL	8.0	41.3	-	41.3	-	-	41.3	14.3
801-60	WAUKESHA	GRALAKE_IL	LAKVILLA_IL	3.8	41.3	-	41.3	-	-	41.3	14.3
801-70	WAUKESHA	LAKVILLA_IL	DUPLAINVI_WI	50.3	27.0	-	27.0	-	-	27.0	0.8
801-75	WAUKESHA	DUPLAINVI_WI	SUSSEX_WI	4.0	29.6	-	29.6	-	-	29.6	-
801-85	WAUKESHA	SUSSEX_WI	RUGJCT_WI	11.1	28.4	-	28.4	-	-	28.4	-
801-90	WAUKESHA	RUGJCT_WI	LOMIRA_WI	25.1	27.4	-	27.4	-	-	27.4	-
801-95	WAUKESHA	LOMIRA_WI	BYRON_WI	3.2	28.2	-	28.2	-	-	28.2	-
801-100	WAUKESHA	LOMIRA_WI	FONLAC_WI	8.1	28.2	-	28.2	-	-	28.2	-
801-110	WAUKESHA	BYRON_WI	FONLAC_WI	2.0	28.2	-	28.2	-	-	28.2	-
805-10	NEENAH	FONLAC_WI	VANDYNE_WI	4.3	25.2	-	25.2	-	-	25.2	-
805-20	NEENAH	VANDYNE_WI	BLAWOLF_WI	5.6	25.2	-	25.2	-	-	25.2	-
805-30	NEENAH	BLAWOLF_WI	NEENAH_WI	17.6	26.5	-	26.5	-	-	26.5	-
805-40	NEENAH	NEENAH_WI	STOCKTON_WI	60.9	26.2	-	26.2	-	-	26.2	-
811-10	SUPERIOR	STEPT_WI	JCTCITY_WI	13.0	27.9	-	27.9	-	-	27.9	-
811-20	SUPERIOR	JCTCITY_WI	SPENCER_WI	29.4	26.3	-	26.3	-	-	26.3	-
811-30	SUPERIOR	SPENCER_WI	OWEN_WI	19.1	26.6	-	26.6	-	-	26.6	-
811-40	SUPERIOR	OWEN_WI	LADYSMITH_WI	44.8	23.5	-	23.5	-	-	23.5	-
811-50	SUPERIOR	LADYSMITH_WI	HAYJCT_WI	47.2	24.8	-	24.8	-	-	24.8	-
811-70	SUPERIOR	HAYJCT_WI	SITASCA_WI	54.4	23.1	-	23.1	-	-	23.1	-
811-80	SUPERIOR	SITASCA_WI	SUPERIOR_WI	2.8	26.4	-	26.4	-	-	26.4	-
811-300	SUPERIOR	SITASCA_WI	SAUNDERS_WI	5.9	20.6	-	20.6	-	-	20.6	-
811-400	SUPERIOR	SAUNDERS_WI	STEELTON_MN	4.7	28.6	-	28.6	-	-	28.6	-
811-500	SUPERIOR	STEELTON_MN	NOPJCT_MN	2.2	28.6	-	28.6	-	-	28.6	-
811-600	SUPERIOR	NOPJCT_MN	ADOLPH_MN	5.8	8.4	-	8.4	-	-	8.4	-
834-100	SAUKVILLE	MILWAUKEE_WI	BRODEER_WI	7.2	0.4	-	0.4	-	-	0.4	-
834-300	SAUKVILLE	BRODEER_WI	SAUKVILLE_WI	15.0	0.9	-	0.9	-	-	0.9	-
845-100	MISSABE	DULUTH_MN	ADOLPH_MN	10.7	17.3	-	17.3	-	-	17.3	-

Segment					Trains Per Day						
Segment Number	Subdivision	Segment Begin Station	Segment End Station	Segment Length (Miles)	Base	KCS Organic Growth	2027 No Merger	CP-KCS Merger Related Growth	CN Merger Related Growth	2027 With All Growth Sources	Passenger Trains Per Day
845-250	MISSABE	ADOLPH_MN	FAIRLANE_MN	48.2	15.4	-	15.4	-	-	15.4	-
845-300	MISSABE	FAIRLANE_MN	KEENAN_MN	2.0	18.2	-	18.2	-	-	18.2	-
845-400	MISSABE	KEENAN_MN	IROJCT_MN	2.5	17.6	-	17.6	-	-	17.6	-
845-500	MISSABE	IROJCT_MN	WOLF_MN	2.2	28.2	-	28.2	-	-	28.2	-
845-570	MISSABE	WOLF_MN	SHEJCT_MN	2.8	22.5	-	22.5	-	-	22.5	-
857-100	KEENAN	IROJCT_MN	HIBBING_MN	16.7	3.9	-	3.9	-	-	3.9	-
870-300	LEITHTON	LEITHTON_IL	SPAULDING_IL	22.6	18.8	-	18.8	-	-	18.8	-
870-400	LEITHTON	SPAULDING_IL	MUNGER_IL	1.8	21.0	-	21.0	-	-	21.0	-
870-480	LEITHTON	MUNGER_IL	WCHICAGO_IL	5.8	22.0	-	22.0	-	-	22.0	-
870-500	LEITHTON	WCHICAGO_IL	EOLA_IL	8.4	21.5	-	21.5	-	-	21.5	-
870-600	LEITHTON	EOLA_IL	RIVER_IL	11.5	24.1	-	24.1	-	-	24.1	-
870-700	LEITHTON	RIVER_IL	WBRIJCT_IL	7.4	28.2	-	28.2	-	-	28.2	-
870-800	LEITHTON	WBRIJCT_IL	EBRIJCT_IL	0.8	28.2	-	28.2	-	-	28.2	-
870-900	LEITHTON	WBRIJCT_IL	WROMEO_IL	2.2	12.1	-	12.1	-	-	12.1	-
871-100	MATTESON	EBRIJCT_IL	JOLYARD_IL	1.7	30.1	-	30.1	-	-	30.1	-
871-200	MATTESON	JOLYARD_IL	MATTESON_IL	22.1	23.3	-	23.3	-	-	23.3	-
871-300	MATTESON	MATTESON_IL	CHIHEIGHT_IL	2.6	30.8	-	30.8	-	-	30.8	-
871-400	MATTESON	CHIHEIGHT_IL	GRIFFITH_IN	9.7	30.8	-	30.8	-	-	30.8	-
871-500	MATTESON	GRIFFITH_IN	IVANHOE_IN	6.4	28.8	-	28.8	-	-	28.8	-
871-600	MATTESON	IVANHOE_IN	CAVANAUGH_IN	1.3	29.0	-	29.0	-	-	29.0	-
871-800	MATTESON	CAVANAUGH_IN	STOCKTON_IN	1.3	28.2	-	28.2	-	-	28.2	-
871-1000	MATTESON	STOCKTON_IN	KIRYARD_IN	2.1	35.3	-	35.3	-	-	35.3	-
871-1100	MATTESON	KIRYARD_IN	BUFFINGTO_IN	2.5	39.8	-	39.8	-	-	39.8	-
873-100	LAKEFRONT	KIRYARD_IN	BUFFINGTO_IN	1.0	39.8	-	39.8	-	-	39.8	-
873-200	LAKEFRONT	BUFFINGTO_IN	STOCKTON_IN	1.6	4.5	-	4.5	-	-	4.5	-
873-300	LAKEFRONT	BUFFINGTO_IN	INDHARBOR_IN	2.6	4.5	-	4.5	-	-	4.5	-
873-400	LAKEFRONT	INDHARBOR_IN	HAMLAKFRO_IN	4.5	4.3	-	4.3	-	-	4.3	-
873-500	LAKEFRONT	HAMLAKFRO_IN	SCHICAGO_IL	1.9	4.3	-	4.3	-	-	4.3	-

Other CN lines: Tonnage – Million Gross Tons per Mile Per Year

Segment				Tonnage - Million Gross Tons per Mile per Year (mGTs)								
Segment Number	Subdivision	Segment Begin Station	Segment End Station	Base	KCS Organic Growth	2027 No Merger	CP-KCS Merger Related Growth	CN Merger Related Growth	CN Organic Growth	CP-KCS + CN Merger Related Growth	Merger Related Growth Percentage	2027 With Merger
305-50	STRATHROY	SARNIA_ON	PTHURON_MI	23.19	-	23.19	-	0.86	0.91	0.86	0.04	24.95
358-10	FLINT	BATCREEK_MI	OLIVET_MI	23.15	-	23.15	-	3.02	0.99	3.02	0.13	27.16
358-20	FLINT	OLIVET_MI	POTTERVIL_MI	46.31	-	46.31	-	3.02	1.86	3.02	0.07	51.19
358-25	FLINT	POTTERVIL_MI	LANSING_MI	23.15	-	23.15	-	3.02	0.99	3.02	0.13	27.16
358-30	FLINT	LANSING_MI	MORRICE_MI	22.37	-	22.37	-	3.02	0.96	3.02	0.14	26.35
358-35	FLINT	MORRICE_MI	DURAND_MI	22.37	-	22.37	-	3.02	0.96	3.02	0.14	26.34
358-40	FLINT	DURAND_MI	FLINT_MI	34.48	-	34.48	-	2.10	1.38	2.10	0.06	37.96
358-50	FLINT	FLINT_MI	DAVISON_MI	32.09	-	32.09	-	0.86	1.24	0.86	0.03	34.19
358-60	FLINT	DAVISON_MI	EMMETT_MI	32.10	-	32.10	-	0.86	1.24	0.86	0.03	34.20
358-70	FLINT	EMMETT_MI	TAPPAN_MI	32.09	-	32.09	-	0.86	1.24	0.86	0.03	34.19
358-90	FLINT	TAPPAN_MI	PTHURON_MI	11.89	-	11.89	-	0.86	0.48	0.86	0.07	13.24
358-110	FLINT	PTHURON_MI	SARNIA_ON	23.19	-	23.19	-	0.86	0.91	0.86	0.04	24.95
359-35	SOUTH BEND	GRIFFITH_IN	SEDLEY_IN	28.39	-	28.39	-	3.08	1.19	3.08	0.11	32.66
359-40	SOUTH BEND	SEDLEY_IN	VALPARAIS_IN	56.79	-	56.79	-	3.08	2.25	3.08	0.05	62.12
359-45	SOUTH BEND	VALPARAIS_IN	STILLWELL_IN	28.48	-	28.48	-	3.08	1.19	3.08	0.11	32.75
359-48	SOUTH BEND	STILLWELL_IN	SBEND_IN	28.81	-	28.81	-	3.08	1.20	3.08	0.11	33.09
359-50	SOUTH BEND	SBEND_IN	MARCELLUS_MI	22.93	-	22.93	-	3.08	0.98	3.08	0.13	26.98
359-55	SOUTH BEND	CASSOPOLI_MI	SCHOOLCRA_MI	45.82	-	45.82	-	3.08	1.84	3.08	0.07	50.73
359-60	SOUTH BEND	SCHOOLCRA_MI	PAVILION_MI	22.92	-	22.92	-	3.08	0.98	3.08	0.13	26.98
359-65	SOUTH BEND	PAVILION_MI	BATCREEK_MI	23.45	-	23.45	-	3.09	1.00	3.09	0.13	27.54
360-900	ELSDON	HARVEY_IL	THOJCT_IL	13.18	-	13.18	-	1.38	0.55	1.38	0.10	15.11
360-1000	ELSDON	THOJCT_IL	GRIFFITH_IN	14.57	-	14.57	-	1.38	0.60	1.38	0.09	16.55
365-10	SHORE LINE	MILJCT_MI	VINEWOOD_MI	9.39	-	9.39	-	0.70	0.38	0.70	0.07	10.47
365-21	SHORE LINE	COOLIDGE_MI	ECORSE_MI	20.22	-	20.22	-	0.70	0.79	0.70	0.03	21.71
365-22	SHORE LINE	COOLIDGE_MI	VINEWOOD_MI	20.22	-	20.22	-	0.70	0.79	0.70	0.03	21.71
365-30	SHORE LINE	ECORSE_MI	FN_MI	23.03	-	23.03	-	0.70	0.89	0.70	0.03	24.62
365-40	SHORE LINE	FN_MI	WYANDOTTE_MI	8.48	-	8.48	-	0.70	0.35	0.70	0.08	9.53
365-50	SHORE LINE	FN_MI	LANG_OH	10.94	-	10.94	-	0.01	0.41	0.01	0.00	11.37
366-3	FLAT ROCK	FLAROCK_MI	FORDHAVEN_MI	12.24	-	12.24	-	0.37	0.48	0.37	0.03	13.09
366-5	FLAT ROCK	FN_MI	FLAROCK_MI	12.35	-	12.35	-	0.39	0.48	0.39	0.03	13.22
366-6	FLAT ROCK	FN_MI	FORDHAVEN_MI	2.44	-	2.44	-	0.30	0.10	0.30	0.12	2.84

Segment				Tonnage - Million Gross Tons per Mile per Year (mGTs)								
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368-10	HOLLY	DURAND_MI	WATERFORD_MI	12.47	-	12.47	-	2.11	0.55	2.11	0.17	15.13
368-15	HOLLY	WATERFORD_MI	PONTIAC_MI	8.87	-	8.87	-	2.11	0.41	2.11	0.24	11.39
368-30	HOLLY	PONTIAC_MI	DETINTTER_MI	9.41	-	9.41	-	2.11	0.43	2.11	0.22	11.96
370-20	DEARBORN	FORDHAVEN_MI	WOODHAVEN_MI	4.87	-	4.87	-	0.68	0.21	0.68	0.14	5.76
429-20	RAINY	RANIER_MN	ASHLAKE_MN	77.97	-	77.97	-	0.21	2.94	0.21	0.00	81.12
429-30	RAINY	ASHLAKE_MN	ORR_MN	77.97	-	77.97	-	0.21	2.94	0.21	0.00	81.13
429-40	RAINY	ORR_MN	GLENDALE_MN	77.97	-	77.97	-	0.21	2.94	0.21	0.00	81.13
429-50	RAINY	GLENDALE_MN	HALEY_MN	78.04	-	78.04	-	0.21	2.95	0.21	0.00	81.19
429-60	RAINY	HALEY_MN	VIRGINIA_MN	78.06	-	78.06	-	0.21	2.95	0.21	0.00	81.22
429-65	RAINY	VIRGINIA_MN	PEARY_MN	52.96	-	52.96	-	0.18	2.00	0.18	0.00	55.14
429-70	RAINY	PEARY_MN	SIMAR_MN	37.33	-	37.33	-	0.17	1.41	0.17	0.00	38.91
429-73	RAINY	PEARY_MN	MELRUDE_MN	43.52	-	43.52	-	0.17	1.65	0.17	0.00	45.33
612-50	CHICAGO	GILMAN_IL	DELREY_IL	23.42	-	23.42	-	0.13	0.89	0.13	0.01	24.44
612-55	CHICAGO	DELREY_IL	LODA_IL	46.83	-	46.83	-	0.13	1.77	0.13	0.00	48.73
612-60	CHICAGO	LODA_IL	LEVJCT_IL	47.47	-	47.47	-	0.13	1.79	0.13	0.00	49.39
619-10	CHAMPAIGN	LEVJCT_IL	TOLONO_IL	47.81	-	47.81	-	0.13	1.81	0.13	0.00	49.75
619-20	CHAMPAIGN	TOLONO_IL	PESOTUM_IL	47.82	-	47.82	-	0.13	1.81	0.13	0.00	49.76
619-30	CHAMPAIGN	PESOTUM_IL	TUSCOLA_IL	47.82	-	47.82	-	0.13	1.81	0.13	0.00	49.76
619-40	CHAMPAIGN	TUSCOLA_IL	ARCOLA_IL	48.42	-	48.42	-	0.13	1.83	0.13	0.00	50.38
619-50	CHAMPAIGN	ARCOLA_IL	HUMBOLDT_IL	48.41	-	48.41	-	0.13	1.83	0.13	0.00	50.37
619-60	CHAMPAIGN	HUMBOLDT_IL	DORANS_IL	48.42	-	48.42	-	0.13	1.83	0.13	0.00	50.38
619-70	CHAMPAIGN	DORANS_IL	MATTOON_IL	48.40	-	48.40	-	0.13	1.83	0.13	0.00	50.36
619-80	CHAMPAIGN	MATTOON_IL	NEOGA_IL	53.07	-	53.07	-	0.13	2.00	0.13	0.00	55.20
619-90	CHAMPAIGN	NEOGA_IL	EFFINGHAM_IL	53.28	-	53.28	-	0.13	2.01	0.13	0.00	55.42
619-100	CHAMPAIGN	EFFINGHAM_IL	WATSON_IL	55.70	-	55.70	-	0.49	2.12	0.49	0.01	58.30
619-110	CHAMPAIGN	WATSON_IL	SANJCT_IL	34.13	-	34.13	-	0.47	1.30	0.47	0.01	35.90
619-115	CHAMPAIGN	SANJCT_IL	CENTRALIA_IL	12.38	-	12.38	-	0.46	0.48	0.46	0.04	13.33
623-10	EFFINGHAM	EFFYD_IL	NEWTON_IL	4.49	-	4.49	-	0.36	0.18	0.36	0.08	5.02
701-5	CENTRALIA	CENTRALIA_IL	IRVINGTON_IL	28.66	-	28.66	-	2.35	1.17	2.35	0.08	32.18
701-10	CENTRALIA	IRVINGTON_IL	RICHVIEW_IL	26.96	-	26.96	-	2.35	1.10	2.35	0.09	30.41
701-20	CENTRALIA	RICHVIEW_IL	BOIS_IL	26.96	-	26.96	-	2.35	1.10	2.35	0.09	30.41
701-30	CENTRALIA	BOIS_IL	TAMAROA_IL	26.95	-	26.95	-	2.35	1.10	2.35	0.09	30.41
701-40	CENTRALIA	TAMAROA_IL	DUQUOIN_IL	26.96	-	26.96	-	2.35	1.10	2.35	0.09	30.41
701-45	CENTRALIA	TAMAROA_IL	DOWELL_IL	27.07	-	27.07	-	1.97	1.09	1.97	0.07	30.13

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701-50	CENTRALIA	DOWELL_IL	ELKVILLE_IL	20.08	-	20.08	-	0.95	0.79	0.95	0.05	21.82
701-60	CENTRALIA	ELKVILLE_IL	CARBONDAL_IL	20.08	-	20.08	-	0.95	0.79	0.95	0.05	21.82
701-65	CENTRALIA	DESOTO_IL	CARBONDAL_IL	10.04	-	10.04	-	0.95	0.41	0.95	0.09	11.40
701-70	CENTRALIA	CARBONDAL_IL	COBDEN_IL	20.08	-	20.08	-	0.95	0.79	0.95	0.05	21.82
701-80	CENTRALIA	COBDEN_IL	MOUNDS_IL	20.08	-	20.08	-	0.95	0.79	0.95	0.05	21.82
701-85	CENTRALIA	MOUNDS_IL	PULASKI_IL	10.04	-	10.04	-	0.95	0.41	0.95	0.09	11.40
701-90	CENTRALIA	MOUNDS_IL	CAIRO_IL	10.07	-	10.07	-	0.95	0.42	0.95	0.09	11.44
708-10	CAIRO	CAIRO_IL	WICKLIFFE_KY	9.05	-	9.05	-	0.95	0.38	0.95	0.10	10.37
708-20	CAIRO	WICKLIFFE_KY	BUDA_KY	17.83	-	17.83	-	0.95	0.71	0.95	0.05	19.49
708-30	CAIRO	BUDA_KY	FULTON_KY	8.93	-	8.93	-	0.95	0.37	0.95	0.11	10.25
710-20	FULTON	FULTON_KY	RIVES_TN	52.27	-	52.27	-	0.96	2.00	0.96	0.02	55.24
710-30	FULTON	RIVES_TN	NEWBERN_TN	52.21	-	52.21	-	0.96	2.00	0.96	0.02	55.17
710-40	FULTON	NEWBERN_TN	CURVE_TN	51.81	-	51.81	-	0.96	1.99	0.96	0.02	54.76
710-50	FULTON	CURVE_TN	MILLINGTO_TN	51.49	-	51.49	-	0.96	1.98	0.96	0.02	54.43
710-60	FULTON	MILLINGTO_TN	WOODSTOCK_TN	25.71	-	25.71	-	0.96	1.00	0.96	0.04	27.67
710-65	FULTON	WOODSTOCK_TN	MEMPHIS_TN	55.48	-	55.48	-	0.96	2.13	0.96	0.02	58.57
711-80	MEMPHIS	MEMINTTER_TN	LAKEVIEW_MS	6.17	-	6.17	-	0.62	0.26	0.62	0.10	7.05
713-50	GRENADA	CANTON_MS	JACKSON_MS	2.43	-	2.43	-	0.02	0.09	0.02	0.01	2.54
714-10	YAZOO	JACKSON_MS	YAZCITY_MS	49.01	-	49.01	-	0.70	1.87	0.70	0.01	51.59
714-20	YAZOO	YAZCITY_MS	SWALAKE_MS	51.14	-	51.14	-	0.71	1.95	0.71	0.01	53.80
714-40	YAZOO	SWALAKE_MS	MARKS_MS	51.65	-	51.65	-	0.71	1.97	0.71	0.01	54.33
714-50	YAZOO	MARKS_MS	BANKS_MS	51.60	-	51.60	-	0.71	1.97	0.71	0.01	54.28
714-100	YAZOO	BANKS_MS	LAKEVIEW_MS	51.50	-	51.50	-	0.71	1.97	0.71	0.01	54.18
714-200	YAZOO	LAKEVIEW_MS	WJCT_TN	19.65	-	19.65	-	0.08	0.74	0.08	0.00	20.48
715-5	MCCOMB	JACKSON_MS	ELTON_MS	16.89	-	16.89	-	0.44	0.65	0.44	0.03	17.98
715-10	MCCOMB	ELTON_MS	CRYSPRING_MS	33.20	-	33.20	-	0.44	1.27	0.44	0.01	34.91
715-20	MCCOMB	CRYSPRING_MS	WESSON_MS	33.44	-	33.44	-	0.44	1.28	0.44	0.01	35.16
715-30	MCCOMB	WESSON_MS	CENJCA_MS	16.73	-	16.73	-	0.44	0.65	0.44	0.03	17.82
715-40	MCCOMB	CENJCA_MS	SUMMIT_MS	18.70	-	18.70	-	0.44	0.72	0.44	0.02	19.87
715-50	MCCOMB	SUMMIT_MS	FERNWOOD_MS	15.99	-	15.99	-	0.44	0.62	0.44	0.03	17.05
715-60	MCCOMB	FERNWOOD_MS	FRENIER_LA	25.41	-	25.41	-	0.44	0.97	0.44	0.02	26.83
715-70	MCCOMB	FRENIER_LA	ORLJCT_LA	9.51	-	9.51	-	0.44	0.37	0.44	0.05	10.33
715-80	MCCOMB	ORLJCT_LA	KENNER_LA	9.46	-	9.46	-	0.44	0.37	0.44	0.05	10.28
715-85	MCCOMB	KENNER_LA	MAYYARD_LA	11.20	-	11.20	-	0.44	0.44	0.44	0.04	12.08

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719-10	BEAUMONT	JACKSON_MS	STAR_MS	9.22	-	9.22	-	0.09	0.35	0.09	0.01	9.65
719-20	BEAUMONT	STAR_MS	SARATOGA_MS	9.41	-	9.41	-	0.09	0.36	0.09	0.01	9.86
719-30	BEAUMONT	SARATOGA_MS	HATTIESBU_MS	8.45	-	8.45	-	0.09	0.32	0.09	0.01	8.86
719-40	BEAUMONT	HATTIESBU_MS	BELJCT_AL	5.39	-	5.39	-	0.07	0.21	0.07	0.01	5.67
719-70	BEAUMONT	BELJCT_AL	BAYSHOJCT_AL	4.21	-	4.21	-	0.07	0.16	0.07	0.02	4.44
719-75	BEAUMONT	BAYSHOJCT_AL	MOBILE_AL	4.21	-	4.21	-	0.07	0.16	0.07	0.02	4.44
724-50	BATON ROUGE	RESERVE_LA	KENNER_LA	23.76	-	23.76	-	0.02	0.90	0.02	0.00	24.68
801-10	WAUKESHA	FORPARK_IL	ROSEMONT_IL	3.40	-	3.40	-	0.00	0.13	0.00	0.00	3.54
801-20	WAUKESHA	ROSEMONT_IL	DESPLAINE_IL	4.86	-	4.86	-	0.00	0.18	0.00	0.00	5.05
801-30	WAUKESHA	DESPLAINE_IL	LEITHTON_IL	11.38	-	11.38	-	0.00	0.43	0.00	0.00	11.82
801-40	WAUKESHA	LEITHTON_IL	MUNDELEIN_IL	35.79	-	35.79	-	0.21	1.36	0.21	0.01	37.36
801-50	WAUKESHA	MUNDELEIN_IL	GRALAKE_IL	71.52	-	71.52	-	0.21	2.70	0.21	0.00	74.43
801-60	WAUKESHA	GRALAKE_IL	LAKVILLA_IL	35.76	-	35.76	-	0.21	1.35	0.21	0.01	37.32
801-70	WAUKESHA	LAKVILLA_IL	DUPLAINVI_WI	71.80	-	71.80	-	0.21	2.71	0.21	0.00	74.72
801-75	WAUKESHA	DUPLAINVI_WI	SUSSEX_WI	73.02	-	73.02	-	0.21	2.76	0.21	0.00	75.99
801-85	WAUKESHA	SUSSEX_WI	RUGJCT_WI	72.38	-	72.38	-	0.21	2.73	0.21	0.00	75.33
801-90	WAUKESHA	RUGJCT_WI	LOMIRA_WI	72.43	-	72.43	-	0.21	2.74	0.21	0.00	75.38
801-95	WAUKESHA	LOMIRA_WI	BYRON_WI	73.02	-	73.02	-	0.21	2.76	0.21	0.00	75.99
801-100	WAUKESHA	LOMIRA_WI	FONLAC_WI	36.51	-	36.51	-	0.21	1.38	0.21	0.01	38.11
801-110	WAUKESHA	BYRON_WI	FONLAC_WI	73.03	-	73.03	-	0.21	2.76	0.21	0.00	76.00
805-10	NEENAH	FONLAC_WI	VANDYNE_WI	72.43	-	72.43	-	0.21	2.74	0.21	0.00	75.38
805-20	NEENAH	VANDYNE_WI	BLAWOLF_WI	36.21	-	36.21	-	0.21	1.37	0.21	0.01	37.80
805-30	NEENAH	BLAWOLF_WI	NEENAH_WI	72.67	-	72.67	-	0.21	2.74	0.21	0.00	75.62
805-40	NEENAH	NEENAH_WI	STOCKTON_WI	68.47	-	68.47	-	0.21	2.59	0.21	0.00	71.27
811-10	SUPERIOR	STEPT_WI	JCTCITY_WI	76.88	-	76.88	-	0.21	2.90	0.21	0.00	80.00
811-20	SUPERIOR	JCTCITY_WI	SPENCER_WI	75.34	-	75.34	-	0.21	2.85	0.21	0.00	78.40
811-30	SUPERIOR	SPENCER_WI	OWEN_WI	74.80	-	74.80	-	0.21	2.82	0.21	0.00	77.83
811-40	SUPERIOR	OWEN_WI	LADYSMITH_WI	71.09	-	71.09	-	0.21	2.69	0.21	0.00	73.99
811-50	SUPERIOR	LADYSMITH_WI	HAYJCT_WI	71.85	-	71.85	-	0.21	2.71	0.21	0.00	74.77
811-70	SUPERIOR	HAYJCT_WI	SITASCA_WI	70.93	-	70.93	-	0.23	2.68	0.23	0.00	73.84
811-80	SUPERIOR	SITASCA_WI	SUPERIOR_WI	2.93	-	2.93	-	0.25	0.12	0.25	0.09	3.31
811-300	SUPERIOR	SITASCA_WI	SAUNDERS_WI	71.31	-	71.31	-	0.17	2.69	0.17	0.00	74.18
811-400	SUPERIOR	SAUNDERS_WI	STEELTON_MN	74.44	-	74.44	-	0.21	2.81	0.21	0.00	77.46
811-500	SUPERIOR	STEELTON_MN	NOPJCT_MN	79.59	-	79.59	-	0.21	3.01	0.21	0.00	82.80

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811-600	SUPERIOR	NOPJCT_MN	ADOLPH_MN	35.62	-	35.62	-	0.04	1.34	0.04	0.00	37.00
834-100	SAUKVILLE	MILWAUKEE_WI	BRODEER_WI	0.10	-	0.10	-	0.00	0.00	0.00	0.00	0.10
834-300	SAUKVILLE	BRODEER_WI	SAUKVILLE_WI	0.21	-	0.21	-	0.00	0.01	0.00	0.00	0.22
845-100	MISSABE	DULUTH_MN	ADOLPH_MN	19.94	-	19.94	-	0.05	0.75	0.05	0.00	20.74
845-250	MISSABE	ADOLPH_MN	FAIRLANE_MN	51.43	-	51.43	-	0.04	1.94	0.04	0.00	53.40
845-300	MISSABE	FAIRLANE_MN	KEENAN_MN	67.37	-	67.37	-	0.03	2.54	0.03	0.00	69.94
845-400	MISSABE	KEENAN_MN	IROJCT_MN	66.87	-	66.87	-	0.02	2.52	0.02	0.00	69.41
845-500	MISSABE	IROJCT_MN	WOLF_MN	92.12	-	92.12	-	0.02	3.47	0.02	0.00	95.61
845-570	MISSABE	WOLF_MN	SHEJCT_MN	65.63	-	65.63	-	0.04	2.47	0.04	0.00	68.14
857-100	KEENAN	IROJCT_MN	HIBBING_MN	0.12	-	0.12	-	0.00	0.00	0.00	0.04	0.12
870-300	LEITHTON	LEITHTON_IL	SPAULDING_IL	61.75	-	61.75	-	0.21	2.33	0.21	0.00	64.29
870-400	LEITHTON	SPAULDING_IL	MUNGER_IL	63.10	-	63.10	-	0.21	2.38	0.21	0.00	65.69
870-480	LEITHTON	MUNGER_IL	WCHICAGO_IL	63.04	-	63.04	-	0.21	2.38	0.21	0.00	65.63
870-500	LEITHTON	WCHICAGO_IL	EOLA_IL	67.04	-	67.04	-	0.21	2.53	0.21	0.00	69.79
870-600	LEITHTON	EOLA_IL	RIVER_IL	77.15	-	77.15	-	0.21	2.91	0.21	0.00	80.27
870-700	LEITHTON	RIVER_IL	WBRIJCT_IL	79.57	-	79.57	-	0.23	3.01	0.23	0.00	82.80
870-800	LEITHTON	WBRIJCT_IL	EBRIJCT_IL	80.15	-	80.15	-	0.23	3.03	0.23	0.00	83.41
870-900	LEITHTON	WBRIJCT_IL	WROMEO_IL	0.66	-	0.66	-	0.10	0.03	0.10	0.15	0.78
871-100	MATTESON	EBRIJCT_IL	JOLYARD_IL	80.33	-	80.33	-	0.23	3.03	0.23	0.00	83.60
871-200	MATTESON	JOLYARD_IL	MATTESON_IL	73.65	-	73.65	-	0.22	2.78	0.22	0.00	76.65
871-300	MATTESON	MATTESON_IL	CHIHEIGHT_IL	46.87	-	46.87	-	1.92	1.84	1.92	0.04	50.63
871-400	MATTESON	CHIHEIGHT_IL	GRIFFITH_IN	47.26	-	47.26	-	1.92	1.85	1.92	0.04	51.03
871-500	MATTESON	GRIFFITH_IN	IVANHOE_IN	49.98	-	49.98	-	0.32	1.89	0.32	0.01	52.19
871-600	MATTESON	IVANHOE_IN	CAVANAUGH_IN	50.55	-	50.55	-	0.32	1.92	0.32	0.01	52.78
871-800	MATTESON	CAVANAUGH_IN	STOCKTON_IN	50.21	-	50.21	-	0.32	1.90	0.32	0.01	52.43
871-1000	MATTESON	STOCKTON_IN	KIRYARD_IN	53.17	-	53.17	-	0.32	2.01	0.32	0.01	55.51
871-1100	MATTESON	KIRYARD_IN	BUFFINGTO_IN	127.65	-	127.65	-	0.33	4.82	0.33	0.00	132.80
873-100	LAKEFRONT	KIRYARD_IN	BUFFINGTO_IN	127.65	-	127.65	-	0.33	4.82	0.33	0.00	132.80
873-200	LAKEFRONT	BUFFINGTO_IN	STOCKTON_IN	1.04	-	1.04	-	0.01	0.04	0.01	0.01	1.08
873-300	LAKEFRONT	BUFFINGTO_IN	INDHARBOR_IN	1.58	-	1.58	-	0.01	0.06	0.01	0.00	1.65
873-400	LAKEFRONT	INDHARBOR_IN	HAMLAKFRO_IN	0.94	-	0.94	-	0.01	0.04	0.01	0.01	0.98
873-500	LAKEFRONT	HAMLAKFRO_IN	SCHICAGO_IL	0.95	-	0.95	-	0.01	0.04	0.01	0.01	0.99

Other CN lines: February 28, 2022 CN Submission – Tonnage (mGTs) and Trains Per Day (No Passenger Train Breakout)

Segment				Previous Submission - Tonnage (mGTs)				Previous Submission - Trains Per Day		
Segment Number	Subdivision	Segment Begin Station	Segment End Station	Original Base Tons (Exhibit 14, Part A)	Organic Growth Tonnage (CP-KCS and CN combined)	All Merger Related Growth (CP-KCS, CN)	2027 With All Growth Sources	Pre-Transaction Trains Per Day	Post-Transaction Trains Per Day	Change in Trains Per Day
305-50	STRATHROY	SARNIA_ON	PTHURON_MI	23.19	0.91	0.86	24.95	14.7	14.7	-
358-10	FLINT	BATCREEK_MI	OLIVET_MI	23.15	0.99	3.02	27.16	26.3	26.3	-
358-20	FLINT	OLIVET_MI	POTTERVIL_MI	46.31	1.86	3.02	51.19	27.1	27.1	-
358-25	FLINT	POTTERVIL_MI	LANSING_MI	23.15	0.99	3.02	27.16	28.0	28.0	-
358-30	FLINT	LANSING_MI	MORRICE_MI	22.37	0.96	3.02	26.35	27.9	27.9	-
358-35	FLINT	MORRICE_MI	DURAND_MI	22.37	0.96	3.02	26.34	26.2	26.2	-
358-40	FLINT	DURAND_MI	FLINT_MI	34.48	1.38	2.10	37.96	19.0	19.0	-
358-50	FLINT	FLINT_MI	DAVISON_MI	32.09	1.24	0.86	34.19	14.7	14.7	-
358-60	FLINT	DAVISON_MI	EMMETT_MI	32.10	1.24	0.86	34.20	14.9	14.9	-
358-70	FLINT	EMMETT_MI	TAPPAN_MI	32.09	1.24	0.86	34.19	15.0	15.0	-
358-90	FLINT	TAPPAN_MI	PTHURON_MI	11.89	0.48	0.86	13.24	21.0	21.0	-
358-110	FLINT	PTHURON_MI	SARNIA_ON	23.19	0.91	0.86	24.95	14.7	14.7	-
359-35	SOUTH BEND	GRIFFITH_IN	SEDLEY_IN	28.39	1.19	3.08	32.66	17.8	17.8	-
359-40	SOUTH BEND	SEDLEY_IN	VALPARAIS_IN	56.79	2.25	3.08	62.12	17.8	17.8	-
359-45	SOUTH BEND	VALPARAIS_IN	STILLWELL_IN	28.48	1.19	3.08	32.75	18.0	18.0	-
359-48	SOUTH BEND	STILLWELL_IN	SBEND_IN	28.81	1.20	3.08	33.09	19.5	19.5	-
359-50	SOUTH BEND	SBEND_IN	MARCELLUS_MI	22.93	0.98	3.08	26.98	15.7	15.7	-
359-55	SOUTH BEND	CASSOPOLI_MI	SCHOOLCRA_MI	45.82	1.84	3.08	50.73	15.7	15.7	-
359-60	SOUTH BEND	SCHOOLCRA_MI	PAVILION_MI	22.92	0.98	3.08	26.98	15.7	15.7	-
359-65	SOUTH BEND	PAVILION_MI	BATCREEK_MI	23.45	1.00	3.09	27.54	19.5	19.5	-
360-900	ELSDON	HARVEY_IL	THOJCT_IL	13.18	0.55	1.38	15.11	5.4	5.4	-
360-1000	ELSDON	THOJCT_IL	GRIFFITH_IN	14.57	0.60	1.38	16.55	6.4	6.4	-
365-10	SHORE LINE	MILJCT_MI	VINEWOOD_MI	9.39	0.38	0.70	10.47	18.7	18.7	-
365-21	SHORE LINE	COOLIDGE_MI	ECORSE_MI	20.22	0.79	0.70	21.71	9.0	9.0	-
365-22	SHORE LINE	COOLIDGE_MI	VINEWOOD_MI	20.22	0.79	0.70	21.71	9.0	9.0	-
365-30	SHORE LINE	ECORSE_MI	FN_MI	23.03	0.89	0.70	24.62	13.0	13.0	-
365-40	SHORE LINE	FN_MI	WYANDOTTE_MI	8.48	0.35	0.70	9.53	12.5	12.5	-
365-50	SHORE LINE	FN_MI	LANG_OH	10.94	0.41	0.01	11.37	5.3	5.3	-
366-3	FLAT ROCK	FLAROCK_MI	FORDHAVEN_MI	12.24	0.48	0.37	13.09	13.1	13.1	-
366-5	FLAT ROCK	FN_MI	FLAROCK_MI	12.35	0.48	0.39	13.22	7.4	7.4	-
366-6	FLAT ROCK	FN_MI	FORDHAVEN_MI	2.44	0.10	0.30	2.84	1.0	1.0	-

Segment				Previous Submission - Tonnage (mGTs)				Previous Submission - Trains Per Day		
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368-10	HOLLY	DURAND MI	WATERFORD MI	12.47	0.55	2.11	15.13	11.0	11.0	-
368-15	HOLLY	WATERFORD MI	PONTIAC MI	8.87	0.41	2.11	11.39	11.3	11.3	-
368-30	HOLLY	PONTIAC MI	DETINTTER MI	9.41	0.43	2.11	11.96	20.0	20.0	-
370-20	DEARBORN	FORDHAVEN MI	WOODHAVEN MI	4.87	0.21	0.68	5.76	14.1	14.1	-
429-20	RAINY	RANIER MN	ASHLAKE MN	77.97	2.94	0.21	81.12	27.6	27.6	-
429-30	RAINY	ASHLAKE MN	ORR MN	77.97	2.94	0.21	81.13	27.6	27.6	-
429-40	RAINY	ORR MN	GLENDALE MN	77.97	2.94	0.21	81.13	27.6	27.6	-
429-50	RAINY	GLENDALE MN	HALEY MN	78.04	2.95	0.21	81.19	27.6	27.6	-
429-60	RAINY	HALEY MN	VIRGINIA MN	78.06	2.95	0.21	81.22	27.6	27.6	-
429-65	RAINY	VIRGINIA MN	PEARY MN	52.96	2.00	0.18	55.14	22.5	22.5	-
429-70	RAINY	PEARY MN	SIMAR MN	37.33	1.41	0.17	38.91	20.1	20.1	-
429-73	RAINY	PEARY MN	MELRUDE MN	43.52	1.65	0.17	45.33	20.1	20.1	-
612-50	CHICAGO	GILMAN IL	DELREY IL	23.42	0.89	0.13	24.44	27.2	27.2	-
612-55	CHICAGO	DELREY IL	LODA IL	46.83	1.77	0.13	48.73	27.2	27.2	-
612-60	CHICAGO	LODA IL	LEVJCT IL	47.47	1.79	0.13	49.39	27.2	27.2	-
619-10	CHAMPAIGN	LEVJCT IL	TOLONO IL	47.81	1.81	0.13	49.75	26.0	26.0	-
619-20	CHAMPAIGN	TOLONO IL	PESOTUM IL	47.82	1.81	0.13	49.76	25.6	25.6	-
619-30	CHAMPAIGN	PESOTUM IL	TUSCOLA IL	47.82	1.81	0.13	49.76	25.6	25.6	-
619-40	CHAMPAIGN	TUSCOLA IL	ARCOLA IL	48.42	1.83	0.13	50.38	26.5	26.5	-
619-50	CHAMPAIGN	ARCOLA IL	HUMBOLDT IL	48.41	1.83	0.13	50.37	26.5	26.5	-
619-60	CHAMPAIGN	HUMBOLDT IL	DORANS IL	48.42	1.83	0.13	50.38	26.5	26.5	-
619-70	CHAMPAIGN	DORANS IL	MATTOON IL	48.40	1.83	0.13	50.36	26.5	26.5	-
619-80	CHAMPAIGN	MATTOON IL	NEOGA IL	53.07	2.00	0.13	55.20	28.9	28.9	-
619-90	CHAMPAIGN	NEOGA IL	EFFINGHAM IL	53.28	2.01	0.13	55.42	30.0	30.0	-
619-100	CHAMPAIGN	EFFINGHAM IL	WATSON IL	55.70	2.12	0.49	58.30	31.0	31.0	-
619-110	CHAMPAIGN	WATSON IL	SANJCT IL	34.13	1.30	0.47	35.90	23.8	23.8	-
619-115	CHAMPAIGN	SANJCT IL	CENTRALIA IL	12.38	0.48	0.46	13.33	20.7	20.7	-
623-10	EFFINGHAM	EFFYD IL	NEWTON IL	4.49	0.18	0.36	5.02	2.4	2.4	-
701-5	CENTRALIA	CENTRALIA IL	IRVINGTON IL	28.66	1.17	2.35	32.18	23.4	23.4	-
701-10	CENTRALIA	IRVINGTON IL	RICHVIEW IL	26.96	1.10	2.35	30.41	23.4	23.4	-
701-20	CENTRALIA	RICHVIEW IL	BOIS IL	26.96	1.10	2.35	30.41	23.4	23.4	-
701-30	CENTRALIA	BOIS IL	TAMAROA IL	26.95	1.10	2.35	30.41	23.4	23.4	-
701-40	CENTRALIA	TAMAROA IL	DUQUOIN IL	26.96	1.10	2.35	30.41	23.4	23.4	-
701-45	CENTRALIA	TAMAROA IL	DOWELL IL	27.07	1.09	1.97	30.13	22.2	22.2	-
701-50	CENTRALIA	DOWELL IL	ELKVILLE IL	20.08	0.79	0.95	21.82	18.7	18.7	-

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701-60	CENTRALIA	ELKVILLE_IL	CARBONDAL_IL	20.08	0.79	0.95	21.82	18.7	18.7	-
701-65	CENTRALIA	DESOTO_IL	CARBONDAL_IL	10.04	0.41	0.95	11.40	18.7	18.7	-
701-70	CENTRALIA	CARBONDAL_IL	COBDEN_IL	20.08	0.79	0.95	21.82	12.7	12.7	-
701-80	CENTRALIA	COBDEN_IL	MOUNDS_IL	20.08	0.79	0.95	21.82	12.7	12.7	-
701-85	CENTRALIA	MOUNDS_IL	PULASKI_IL	10.04	0.41	0.95	11.40	12.7	12.7	-
701-90	CENTRALIA	MOUNDS_IL	CAIRO_IL	10.07	0.42	0.95	11.44	14.3	14.3	-
708-10	CAIRO	CAIRO_IL	WICKLIFFE_KY	9.05	0.38	0.95	10.37	14.3	14.3	-
708-20	CAIRO	WICKLIFFE_KY	BUDA_KY	17.83	0.71	0.95	19.49	14.1	14.1	-
708-30	CAIRO	BUDA_KY	FULTON_KY	8.93	0.37	0.95	10.25	14.3	14.3	-
710-20	FULTON	FULTON_KY	RIVES_TN	52.27	2.00	0.96	55.24	21.3	21.3	-
710-30	FULTON	RIVES_TN	NEWBERN_TN	52.21	2.00	0.96	55.17	21.3	21.3	-
710-40	FULTON	NEWBERN_TN	CURVE_TN	51.81	1.99	0.96	54.76	20.8	20.8	-
710-50	FULTON	CURVE_TN	MILLINGTO_TN	51.49	1.98	0.96	54.43	20.2	20.2	-
710-60	FULTON	MILLINGTO_TN	WOODSTOCK_TN	25.71	1.00	0.96	27.67	19.9	19.9	-
710-65	FULTON	WOODSTOCK_TN	MEMPHIS_TN	55.48	2.13	0.96	58.57	22.1	22.1	-
711-80	MEMPHIS	MEMINTTER_TN	LAKEVIEW_MS	6.17	0.26	0.62	7.05	3.3	3.3	-
713-50	GRENADA	CANTON_MS	JACKSON_MS	2.43	0.09	0.02	2.54	2.0	2.0	-
714-10	YAZOO	JACKSON_MS	YAZCITY_MS	49.01	1.87	0.70	51.59	18.9	18.9	-
714-20	YAZOO	YAZCITY_MS	SWALAKE_MS	51.14	1.95	0.71	53.80	19.9	19.9	-
714-40	YAZOO	SWALAKE_MS	MARKS_MS	51.65	1.97	0.71	54.33	20.4	20.4	-
714-50	YAZOO	MARKS_MS	BANKS_MS	51.60	1.97	0.71	54.28	19.4	19.4	-
714-100	YAZOO	BANKS_MS	LAKEVIEW_MS	51.50	1.97	0.71	54.18	19.1	19.1	-
714-200	YAZOO	LAKEVIEW_MS	WJCT_TN	19.65	0.74	0.08	20.48	15.2	15.2	-
715-5	MCCOMB	JACKSON_MS	ELTON_MS	16.89	0.65	0.44	17.98	17.1	17.1	-
715-10	MCCOMB	ELTON_MS	CRYSPRING_MS	33.20	1.27	0.44	34.91	15.3	15.3	-
715-20	MCCOMB	CRYSPRING_MS	WESSON_MS	33.44	1.28	0.44	35.16	16.3	16.3	-
715-30	MCCOMB	WESSON_MS	CENJCA_MS	16.73	0.65	0.44	17.82	16.5	16.5	-
715-40	MCCOMB	CENJCA_MS	SUMMIT_MS	18.70	0.72	0.44	19.87	15.1	15.1	-
715-50	MCCOMB	SUMMIT_MS	FERNWOOD_MS	15.99	0.62	0.44	17.05	15.8	15.8	-
715-60	MCCOMB	FERNWOOD_MS	FRENIER_LA	25.41	0.97	0.44	26.83	13.1	13.1	-
715-70	MCCOMB	FRENIER_LA	ORLJCT_LA	9.51	0.37	0.44	10.33	9.9	9.9	-
715-80	MCCOMB	ORLJCT_LA	KENNER_LA	9.46	0.37	0.44	10.28	10.0	10.0	-
715-85	MCCOMB	KENNER_LA	MAYYARD_LA	11.20	0.44	0.44	12.08	10.3	10.3	-
719-10	BEAUMONT	JACKSON_MS	STAR_MS	9.22	0.35	0.09	9.65	3.2	3.2	-
719-20	BEAUMONT	STAR_MS	SARATOGA_MS	9.41	0.36	0.09	9.86	4.1	4.1	-

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719-30	BEAUMONT	SARATOGA_MS	HATTIESBU_MS	8.45	0.32	0.09	8.86	5.6	5.6	-
719-40	BEAUMONT	HATTIESBU_MS	BELJCT_AL	5.39	0.21	0.07	5.67	4.0	4.0	-
719-70	BEAUMONT	BELJCT_AL	BAYSHOJCT_AL	4.21	0.16	0.07	4.44	2.5	2.5	-
719-75	BEAUMONT	BAYSHOJCT_AL	MOBILE_AL	4.21	0.16	0.07	4.44	2.5	2.5	-
724-50	BATON ROUGE	RESERVE_LA	KENNER_LA	23.76	0.90	0.02	24.68	9.9	9.9	-
801-10	WAUKESHA	FORPARK_IL	ROSEMONT_IL	3.40	0.13	0.00	3.54	14.8	14.8	-
801-20	WAUKESHA	ROSEMONT_IL	DESPLAINE_IL	4.86	0.18	0.00	5.05	33.9	33.9	-
801-30	WAUKESHA	DESPLAINE_IL	LEITHTON_IL	11.38	0.43	0.00	11.82	33.9	33.9	-
801-40	WAUKESHA	LEITHTON_IL	MUNDELEIN_IL	35.79	1.36	0.21	37.36	54.2	54.2	-
801-50	WAUKESHA	MUNDELEIN_IL	GRALAKE_IL	71.52	2.70	0.21	74.43	54.2	54.2	-
801-60	WAUKESHA	GRALAKE_IL	LAKVILLA_IL	35.76	1.35	0.21	37.32	55.6	55.6	-
801-70	WAUKESHA	LAKVILLA_IL	DUPLAINVI_WI	71.80	2.71	0.21	74.72	27.7	27.7	-
801-75	WAUKESHA	DUPLAINVI_WI	SUSSEX_WI	73.02	2.76	0.21	75.99	29.6	29.6	-
801-85	WAUKESHA	SUSSEX_WI	RUGJCT_WI	72.38	2.73	0.21	75.33	28.4	28.4	-
801-90	WAUKESHA	RUGJCT_WI	LOMIRA_WI	72.43	2.74	0.21	75.38	27.4	27.4	-
801-95	WAUKESHA	LOMIRA_WI	BYRON_WI	73.02	2.76	0.21	75.99	28.2	28.2	-
801-100	WAUKESHA	LOMIRA_WI	FONLAC_WI	36.51	1.38	0.21	38.11	28.2	28.2	-
801-110	WAUKESHA	BYRON_WI	FONLAC_WI	73.03	2.76	0.21	76.00	28.2	28.2	-
805-10	NEENAH	FONLAC_WI	VANDYNE_WI	72.43	2.74	0.21	75.38	25.2	25.2	-
805-20	NEENAH	VANDYNE_WI	BLAWOLF_WI	36.21	1.37	0.21	37.80	25.2	25.2	-
805-30	NEENAH	BLAWOLF_WI	NEENAH_WI	72.67	2.74	0.21	75.62	26.5	26.5	-
805-40	NEENAH	NEENAH_WI	STOCKTON_WI	68.47	2.59	0.21	71.27	26.2	26.2	-
811-10	SUPERIOR	STEPT_WI	JCTCITY_WI	76.88	2.90	0.21	80.00	27.9	27.9	-
811-20	SUPERIOR	JCTCITY_WI	SPENCER_WI	75.34	2.85	0.21	78.40	26.3	26.3	-
811-30	SUPERIOR	SPENCER_WI	OWEN_WI	74.80	2.82	0.21	77.83	26.6	26.6	-
811-40	SUPERIOR	OWEN_WI	LADYSMITH_WI	71.09	2.69	0.21	73.99	23.5	23.5	-
811-50	SUPERIOR	LADYSMITH_WI	HAYJCT_WI	71.85	2.71	0.21	74.77	24.8	24.8	-
811-70	SUPERIOR	HAYJCT_WI	SITASCA_WI	70.93	2.68	0.23	73.84	23.1	23.1	-
811-80	SUPERIOR	SITASCA_WI	SUPERIOR_WI	2.93	0.12	0.25	3.31	26.4	26.4	-
811-300	SUPERIOR	SITASCA_WI	SAUNDERS_WI	71.31	2.69	0.17	74.18	20.6	20.6	-
811-400	SUPERIOR	SAUNDERS_WI	STEELTON_MN	74.44	2.81	0.21	77.46	28.6	28.6	-
811-500	SUPERIOR	STEELTON_MN	NOPJCT_MN	79.59	3.01	0.21	82.80	28.6	28.6	-
811-600	SUPERIOR	NOPJCT_MN	ADOLPH_MN	35.62	1.34	0.04	37.00	8.4	8.4	-
834-100	SAUKVILLE	MILWAUKEE_WI	BRODEER_WI	0.10	0.00	0.00	0.10	0.4	0.4	-

Segment				Previous Submission - Tonnage (mGTs)				Previous Submission - Trains Per Day		
Segment Number	Subdivision	Segment Begin Station	Segment End Station	Original Base Tons (Exhibit 14, Part A)	Organic Growth Tonnage (CP-KCS and CN combined)	All Merger Related Growth (CP-KCS, CN)	2027 With All Growth Sources	Pre-Transaction Trains Per Day	Post-Transaction Trains Per Day	Change in Trains Per Day
834-300	SAUKVILLE	BRODEER_WI	SAUKVILLE_WI	0.21	0.01	0.00	0.22	0.9	0.9	-
845-100	MISSABE	DULUTH_MN	ADOLPH_MN	19.94	0.75	0.05	20.74	17.3	17.3	-
845-250	MISSABE	ADOLPH_MN	FAIRLANE_MN	51.43	1.94	0.04	53.40	15.4	15.4	-
845-300	MISSABE	FAIRLANE_MN	KEENAN_MN	67.37	2.54	0.03	69.94	18.2	18.2	-
845-400	MISSABE	KEENAN_MN	IROJCT_MN	66.87	2.52	0.02	69.41	17.6	17.6	-
845-500	MISSABE	IROJCT_MN	WOLF_MN	92.12	3.47	0.02	95.61	28.2	28.2	-
845-570	MISSABE	WOLF_MN	SHEJCT_MN	65.63	2.47	0.04	68.14	22.5	22.5	-
857-100	KEENAN	IROJCT_MN	HIBBING_MN	0.12	0.00	0.00	0.12	3.9	3.9	-
870-300	LEITHTON	LEITHTON_IL	SPAULDING_IL	61.75	2.33	0.21	64.29	18.8	18.8	-
870-400	LEITHTON	SPAULDING_IL	MUNGER_IL	63.10	2.38	0.21	65.69	21.0	21.0	-
870-480	LEITHTON	MUNGER_IL	WCHICAGO_IL	63.04	2.38	0.21	65.63	22.0	22.0	-
870-500	LEITHTON	WCHICAGO_IL	EOLA_IL	67.04	2.53	0.21	69.79	21.5	21.5	-
870-600	LEITHTON	EOLA_IL	RIVER_IL	77.15	2.91	0.21	80.27	24.1	24.1	-
870-700	LEITHTON	RIVER_IL	WBRIJCT_IL	79.57	3.01	0.23	82.80	28.2	28.2	-
870-800	LEITHTON	WBRIJCT_IL	EBRIJCT_IL	80.15	3.03	0.23	83.41	28.2	28.2	-
870-900	LEITHTON	WBRIJCT_IL	WROMEO_IL	0.66	0.03	0.10	0.78	12.1	12.1	-
871-100	MATTESON	EBRIJCT_IL	JOLYARD_IL	80.33	3.03	0.23	83.60	30.1	30.1	-
871-200	MATTESON	JOLYARD_IL	MATTESON_IL	73.65	2.78	0.22	76.65	23.3	23.3	-
871-300	MATTESON	MATTESON_IL	CHIHEIGHT_IL	46.87	1.84	1.92	50.63	30.8	30.8	-
871-400	MATTESON	CHIHEIGHT_IL	GRIFFITH_IN	47.26	1.85	1.92	51.03	30.8	30.8	-
871-500	MATTESON	GRIFFITH_IN	IVANHOE_IN	49.98	1.89	0.32	52.19	28.8	28.8	-
871-600	MATTESON	IVANHOE_IN	CAVANAUGH_IN	50.55	1.92	0.32	52.78	29.0	29.0	-
871-800	MATTESON	CAVANAUGH_IN	STOCKTON_IN	50.21	1.90	0.32	52.43	28.2	28.2	-
871-1000	MATTESON	STOCKTON_IN	KIRYARD_IN	53.17	2.01	0.32	55.51	35.3	35.3	-
871-1100	MATTESON	KIRYARD_IN	BUFFINGTO_IN	127.65	4.82	0.33	132.80	39.8	39.8	-
873-100	LAKEFRONT	KIRYARD_IN	BUFFINGTO_IN	127.65	4.82	0.33	132.80	39.8	39.8	-
873-200	LAKEFRONT	BUFFINGTO_IN	STOCKTON_IN	1.04	0.04	0.01	1.08	4.5	4.5	-
873-300	LAKEFRONT	BUFFINGTO_IN	INDHARBOR_IN	1.58	0.06	0.01	1.65	4.5	4.5	-
873-400	LAKEFRONT	INDHARBOR_IN	HAMLAKFRO_IN	0.94	0.04	0.01	0.98	4.3	4.3	-
873-500	LAKEFRONT	HAMLAKFRO_IN	SCHICAGO_IL	0.95	0.04	0.01	0.99	4.3	4.3	-

Springfield Transaction Impacted Yards

Yard Location						
Yard Name	FSAC	SCAC	State	State	Latitude	Longitude
INTL FREIGHT GATE	00027	KCS	MO	MISSOURI	38.841	-94.5776
KANSAS CITY	04690	CPRS	MO	MISSOURI	39.1072	-94.5919
SLATER	53930	KCS	MO	MISSOURI	39.2228	-93.0647
MEXICO	53260	KCS	MO	MISSOURI	39.172	-91.8914
ROODHOUSE	12370	KCS	IL	ILLINOIS	39.4846	-90.3734
WOOD RIVER	22650	KCS	IL	ILLINOIS	38.8583	-90.1031
MADISON	22760	KCS	IL	ILLINOIS	38.6569	-90.157
EAST ST LOUIS	22810	KCS	IL	ILLINOIS	38.632	-90.1668
DETINTTER_MI	55604	CN	MI	MICHIGAN	42.464	-83.1272

Springfield Transaction Related Yard Activities

Yard Location	Cars Processed Per Day (Using CP-KCS Amended Operating Plan)								Previous CN Submission		
Yard Name	Base	KCS Organic Growth	2027 No Merger	CP-KCS Merger Related Growth	CN Merger Related Growth	CN Organic Growth	CP-KCS + CN Merger Related Growth	Merger Related Growth Percentage	2027 With Merger	Base, no block swaps	Year 3, no block swaps
INTL FREIGHT GATE	98.0	25.9	123.8	19.3	105.5	4.0	124.8	101%	252.7	102.6	323
KANSAS CITY	2029.3	535.7	2565.0	-67.1	6.8	0.3	-60.3	-2%	2505.0	246.88	253.73
SLATER	53.5	14.1	67.6	0.0	-15.7	-0.6	-15.7	-23%	51.3	32.24	16.56
MEXICO	8.3	2.2	10.5	0.0	0.0	0.0	0.0	0%	10.5	9.09	9.09
ROODHOUSE	13.4	3.5	16.9	0.9	15.2	0.6	16.1	95%	33.6	10.73	25.94
WOOD RIVER	0.6	0.2	0.8	0.2	0.0	0.0	0.2	25%	1.0	-	-
MADISON	0.8	0.2	1.0	0.0	0.0	0.0	0.0	0%	1.0	52.74	52.74
EAST ST LOUIS	124.4	32.8	157.2	0.4	67.2	2.5	67.6	43%	227.4	161.3	254.54
DETINTTER_MI	92.9	0.0	92.9	0.0	29.7	1.1	29.7	32%	123.8	232.4	306.7

Verifications

VERIFICATION

I, Carl Van Dyke, declare under penalty of perjury that the foregoing information is true and correct. Further, I certify that I am qualified and authorized to file this statement.

Executed on this ~~28th~~9th day of ~~February~~June, 2022.

(Mod)

Carl

Résumé of Carl Van Dyke

Mr. Van Dyke is Managing Director of TransNetOpt, a consultancy focused on the use of computers to address transportation network planning and design issues. He is a retired Partner in the Surface Transportation Practice of Oliver Wyman, with a focus on improving the operations and general performance of transportation companies, and railroads in particular. He continues to undertake engagements on behalf of Oliver Wyman in the role of Senior Advisor. Mr. Van Dyke has spent over 40 years focused on the application of computers to transportation planning and operations issues, with particular emphasis on railroad network modeling, service design, train scheduling, line capacity analysis, and equipment management. In 1992, he founded MultiModal Applied Systems, which became part of Oliver Wyman in 2006.

He is best known for leading the design, creation and application of the MultiRail planning products, including both the MultiRail-Passenger Edition and MultiRail-Freight Edition. The Freight Edition has been used by major freight railroads around the world, and has become the tool of choice for special studies such as mergers, privatization studies, operating plan redesigns, and routing/yard investment analysis. Over the past decade, Oliver Wyman-MultiModal has had a hand in the redesign of the operating plans of every major North American railroad, and is now pursuing a similar role in Europe, Africa, and the CIS.

Mr. Van Dyke has designed and implemented over a dozen freight rail, passenger rail, trucking, and container line operations planning models, many of which significantly advanced the state-of-the-art through the use of innovative algorithms and user interfaces. He also has played a key role in the adoption of algorithm-based methods for the real-time control of car routing and classification at a major North American carrier, and has led the development of a similar system which became the MultiRail-Enterprise Edition. Over the course of his career, he has provided technical assistance to dozens of railroads for the in-house use of MultiRail and other models, including all of the major North American carriers, and a number of commuter operators. The "scheduled railroad" operating plans currently employed by five of the six Class I's were developed using MultiRail and Oliver Wyman-MultiModal's consulting services. Work with CP resulted in winning the 2003 Franz Edelman Prize in Operations Research from the Institute for Operations Research and Management Science (INFORMS).

An integral part of the modeling work undertaken by Mr. Van Dyke has been the analysis of traffic and operating plans related to mergers and reconfigurations of railroads. He first started undertaking this work by participating in the processing of the STB Waybill Sample and full waybill databases from individual railroads while at ALK Associates in the late 1980s. This work included traffic database processing, network traffic flow modeling, and diversion analysis. He went on to fill leading roles in traffic modeling and operating plan development efforts for the UP-SP, NS-Conrail, IC-CN, and CN-BNSF merger filings, as well as

developing traffic models for the break-up of the Mexican railroads. Deep experience processing full-year proprietary railroad waybill databases was also gained through numerous projects including operating plan development efforts at Class I's in North America, and at a variety of railroads in countries such as Sweden, Switzerland, Italy, France, Kazakhstan, Germany, and South Africa.

Over the course of his career, Mr. Van Dyke has become very familiar with the computer systems that drive the operations and planning aspects of numerous railroads in both North America and many other countries around the world. He has worked extensively with the IT departments at many of these railroads in the design and development of a wide variety of systems, and through this process has become familiar with the IT practices and organizations at these railroads. Examples include assistance to Class I's in the design of current production systems, development of roadmaps for systems improvement, and design and development of numerous planning systems.

Mr. Van Dyke's background in equipment management includes directing the design and development of a real-time, intermodal equipment management system for the rail industry, and adapting this model for use by a major steamship line. He also worked on the development of locomotive planning tools that have been applied to a number of major railways worldwide. While at ALK Associates, Mr. Van Dyke also served as President of Fleet Management, Inc., a company providing central management of railway car fleets. Mr. Van Dyke's other areas of expertise include the design and implementation of optimization and heuristic

algorithms, logistics and market analysis, network rationalization, traffic analysis, and geographic information systems.

Mr. Van Dyke received an MS degree in civil engineering from MIT, with a concentration in transportation. He graduated summa cum laude from the University of Pennsylvania with a BSE in mechanical engineering. He has served on the National Council of the Transportation Research Forum, various Transportation Research Board committees, and was a charter member and former Chairman of the Rail Applications Special Interest Group of INFORMS. MultiRail, based on its impact on the rail industry, was named “technology of the decade” by Trains Magazine in November 2010. He is a co-author of a book on the use of operations research in the rail industry, which was published by Springer Verlag in 2015. He makes presentations and writes articles on a regular basis on various transportation analysis topics.

VERIFICATION

I, Derek Taylor, declare under penalty of perjury that the foregoing information is true and correct. Further, I certify that I am qualified and authorized to file this statement.

Executed on this ~~28th~~9th day of ~~February~~June, 2022.

Derek Taylor

Exhibit 14

Density Charts

Exhibit 14: Density Tables

Exhibit 14-A: Post-Transaction Growth Projections for CN Segments In The United States Not On Or Adjacent to the Springfield Line[1]

Segment				Tonnage - 000 Gross Tons per Mile per Year (kGTs)			
Subdivision	Segment Begin Station	Segment End Station	Distance	Base 2019 Gross Tons (000)	Post Transaction Gross Tons (000)	Change in Gross Tons (000)	% Change
BATON ROUGE	RESERVE_LA	KENNER_LA	21.2	23,762	23,782	20	0%
BEAUMONT	JACKSON_MS	STAR_MS	18.9	9,217	9,302	85	1%
BEAUMONT	STAR_MS	SARATOGA_MS	29.5	9,414	9,500	85	1%
BEAUMONT	SARATOGA_MS	HATTIESBU_MS	37.4	8,450	8,535	85	1%
BEAUMONT	HATTIESBU_MS	BELJCT_AL	99.8	5,389	5,461	72	1%
BEAUMONT	BELJCT_AL	BAYSHOJCT_AL	2.4	4,209	4,279	70	2%
BEAUMONT	BAYSHOJCT_AL	MOBILE_AL	2.0	4,209	4,279	70	2%
CAIRO	CAIRO_IL	WICKLIFFE_KY	8.4	9,045	9,994	949	10%
CAIRO	WICKLIFFE_KY	BUDA_KY	33.0	17,831	18,781	949	5%
CAIRO	BUDA_KY	FULTON_KY	2.7	8,927	9,876	949	11%
CENTRALIA	CENTRALIA_IL	IRVINGTON_IL	6.2	28,659	31,013	2,354	8%
CENTRALIA	IRVINGTON_IL	RICHVIEW_IL	4.7	26,957	29,310	2,354	9%
CENTRALIA	RICHVIEW_IL	BOIS_IL	10.5	26,957	29,310	2,354	9%
CENTRALIA	BOIS_IL	TAMAROA_IL	6.0	26,954	29,308	2,354	9%
CENTRALIA	TAMAROA_IL	DUQUOIN_IL	5.7	26,956	29,310	2,354	9%
CENTRALIA	TAMAROA_IL	DOWELL_IL	7.8	27,072	29,041	1,970	7%
CENTRALIA	DOWELL_IL	ELKVILLE_IL	5.1	20,080	21,030	950	5%
CENTRALIA	ELKVILLE_IL	CARBONDAL_IL	9.4	20,080	21,030	950	5%
CENTRALIA	DESOTO_IL	CARBONDAL_IL	3.2	10,040	10,990	950	9%
CENTRALIA	CARBONDAL_IL	COBDEN_IL	15.3	20,080	21,030	950	5%
CENTRALIA	COBDEN_IL	MOUNDS_IL	28.9	20,079	21,029	950	5%
CENTRALIA	MOUNDS_IL	PULASKI_IL	4.0	10,039	10,989	950	9%
CENTRALIA	MOUNDS_IL	CAIRO_IL	5.1	10,071	11,022	951	9%
CHAMPAIGN	EFFINGHAM_IL	BRIJCT_IL	3.0	15,231	16,240	1,009	7%
CHAMPAIGN	LEVJCT_IL	TOLONO_IL	13.2	47,808	47,942	133	0%
CHAMPAIGN	TOLONO_IL	PESOTUM_IL	4.8	47,817	47,951	134	0%
CHAMPAIGN	PESOTUM_IL	TUSCOLA_IL	7.9	47,817	47,951	134	0%
CHAMPAIGN	TUSCOLA_IL	ARCOLA_IL	8.1	48,417	48,551	134	0%
CHAMPAIGN	ARCOLA_IL	HUMBOLDT_IL	5.7	48,413	48,547	134	0%
CHAMPAIGN	HUMBOLDT_IL	DORANS_IL	3.8	48,416	48,549	134	0%
CHAMPAIGN	DORANS_IL	MATTOON_IL	5.0	48,398	48,532	134	0%
CHAMPAIGN	MATTOON_IL	NEOGA_IL	11.9	53,072	53,197	125	0%
CHAMPAIGN	NEOGA_IL	EFFINGHAM_IL	14.9	53,284	53,410	125	0%
CHAMPAIGN	EFFINGHAM_IL	WATSON_IL	4.6	55,699	56,188	489	1%
CHAMPAIGN	WATSON_IL	SANJCT_IL	41.7	34,133	34,601	468	1%
CHAMPAIGN	SANJCT_IL	CENTRALIA_IL	5.2	12,380	12,842	462	4%
CHICAGO	HOMEWOOD_IL	STUENKEL_IL	7.8	49,788	55,424	5,636	11%
CHICAGO	STUENKEL_IL	GILMAN_IL	49.6	46,624	51,199	4,575	10%
CHICAGO	KENSINGTO_IL	HOMEWOOD_IL	10.3	28,764	30,834	2,070	7%
CHICAGO	GILMAN_IL	DELREY_IL	6.2	23,417	23,550	132	1%
CHICAGO	DELREY_IL	LODA_IL	11.0	46,829	46,962	132	0%
CHICAGO	LODA_IL	LEVJCT_IL	25.3	47,467	47,599	132	0%
DEARBORN	FORDHAVEN_MI	WOODHAVEN_MI	0.5	4,873	5,551	677	14%

[1] See "HC- (Amended) Operating Metrics – Estimation of Line Density And Train Count Methodology.pdf" and associated analysis workpapers for how the values were estimated.

Segment				Tonnage - 000 Gross Tons per Mile per Year (kGTs)			
Subdivision	Segment Begin Station	Segment End Station	Distance	Base 2019 Gross Tons (000)	Post Transaction Gross Tons (000)	Change in Gross Tons (000)	% Change
EFFINGHAM	EFFYD_IL	NEWTON_IL	23.5	4,486	4,841	356	8%
ELSDON	HARVEY_IL	CHIINTTER_IL	1.7	14,932	19,697	4,765	32%
ELSDON	HARVEY_IL	THOJCT_IL	2.0	13,175	14,557	1,382	10%
ELSDON	THOJCT_IL	GRIFFITH_IN	11.2	14,569	15,951	1,382	9%
FLAT ROCK	FLAROCK_MI	FORDHAVEN_MI	2.3	12,243	12,618	375	3%
FLAT ROCK	FN_MI	FLAROCK_MI	6.1	12,355	12,742	387	3%
FLAT ROCK	FN_MI	FORDHAVEN_MI	5.5	2,435	2,738	303	12%
FLINT	BATCREEK_MI	OLIVET_MI	21.1	23,152	26,174	3,022	13%
FLINT	OLIVET_MI	POTTERVIL_MI	8.8	46,309	49,331	3,022	7%
FLINT	POTTERVIL_MI	LANSING_MI	8.1	23,155	26,177	3,022	13%
FLINT	LANSING_MI	MORRICE_MI	25.4	22,368	25,390	3,022	14%
FLINT	MORRICE_MI	DURAND_MI	11.1	22,366	25,388	3,022	14%
FLINT	DURAND_MI	FLINT_MI	9.4	34,483	36,582	2,100	6%
FLINT	FLINT_MI	DAVISON_MI	10.0	32,091	32,951	860	3%
FLINT	DAVISON_MI	EMMETT_MI	37.9	32,102	32,961	859	3%
FLINT	EMMETT_MI	TAPPAN_MI	14.2	32,089	32,948	859	3%
FLINT	TAPPAN_MI	PTHURON_MI	1.9	11,895	12,757	862	7%
FLINT	PTHURON_MI	SARNIA_ON	0.1	23,185	24,048	862	4%
FULTON	FULTON_KY	RIVES_TN	1.5	52,274	53,237	963	2%
FULTON	RIVES_TN	NEWBERN_TN	21.7	52,206	53,168	963	2%
FULTON	NEWBERN_TN	CURVE_TN	24.5	51,809	52,772	963	2%
FULTON	CURVE_TN	MILLINGTO_TN	43.9	51,490	52,453	963	2%
FULTON	MILLINGTO_TN	WOODSTOCK_TN	6.5	25,706	26,669	963	4%
FULTON	WOODSTOCK_TN	MEMPHIS_TN	20.4	55,482	56,446	964	2%
GILMAN	GILMAN_IL	GIBCITY_IL	29.1	1,690	6,132	4,442	263%
GILMAN	GIBCITY_IL	CLINTON_IL	38.6	879	5,320	4,441	506%
GILMAN	CLINTON_IL	MTPULASKI_IL	21.7	885	5,308	4,423	500%
GILMAN	MTPULASKI_IL	BRIJCT_IL	25.0	260	4,693	4,433	1706%
GRENADA	CANTON_MS	JACKSON_MS	25.7	2,427	2,448	21	1%
HOLLY	DURAND_MI	WATERFORD_MI	28.5	12,475	14,582	2,108	17%
HOLLY	WATERFORD_MI	PONTIAC_MI	6.3	8,866	10,974	2,108	24%
HOLLY	PONTIAC_MI	DETINTTER_MI	22.5	9,415	11,522	2,107	22%
KEENAN	IROJCT_MN	HIBBING_MN	16.7	116	120	4	4%
LAKEFRONT	KIRYARD_IN	BUFFINGTO_IN	1.0	127,648	127,978	331	0%
LAKEFRONT	BUFFINGTO_IN	STOCKTON_IN	1.6	1,037	1,044	6	1%
LAKEFRONT	BUFFINGTO_IN	INDHARBOR_IN	2.6	1,581	1,587	6	0%
LAKEFRONT	INDHARBOR_IN	HAMLAKFRO_IN	4.5	941	947	6	1%
LAKEFRONT	HAMLAKFRO_IN	SCHICAGO_IL	1.9	947	953	6	1%
LEITHTON	LEITHTON_IL	SPAULDING_IL	22.6	61,748	61,957	209	0%
LEITHTON	SPAULDING_IL	MUNGER_IL	1.8	63,102	63,310	209	0%
LEITHTON	MUNGER_IL	WCHICAGO_IL	5.8	63,040	63,249	209	0%
LEITHTON	WCHICAGO_IL	EOLA_IL	8.4	67,043	67,253	210	0%
LEITHTON	EOLA_IL	RIVER_IL	11.5	77,145	77,358	213	0%
LEITHTON	RIVER_IL	WBRIJCT_IL	7.4	79,569	79,797	229	0%
LEITHTON	WBRIJCT_IL	EBRIJCT_IL	0.8	80,151	80,379	229	0%
LEITHTON	WBRIJCT_IL	WROMEO_IL	2.2	658	754	96	15%
MATTESON	EBRIJCT_IL	JOLYARD_IL	1.7	80,334	80,563	229	0%
MATTESON	JOLYARD_IL	MATTESON_IL	22.1	73,648	73,872	224	0%
MATTESON	MATTESON_IL	CHIHEIGHT_IL	2.6	46,872	48,788	1,916	4%
MATTESON	CHIHEIGHT_IL	GRIFFITH_IN	9.7	47,261	49,177	1,916	4%
MATTESON	GRIFFITH_IN	IVANHOE_IN	6.4	49,978	50,298	320	1%

Segment				Tonnage - 000 Gross Tons per Mile per Year (kGTs)			
Subdivision	Segment Begin Station	Segment End Station	Distance	Base 2019 Gross Tons (000)	Post Transaction Gross Tons (000)	Change in Gross Tons (000)	% Change
MATTESON	IVANHOE_IN	CAVANAUGH_IN	1.3	50,549	50,868	320	1%
MATTESON	CAVANAUGH_IN	STOCKTON_IN	1.3	50,207	50,524	317	1%
MATTESON	STOCKTON_IN	KIRYARD_IN	2.1	53,167	53,491	324	1%
MATTESON	KIRYARD_IN	BUFFINGTO_IN	2.5	127,648	127,978	331	0%
MCCOMB	JACKSON_MS	ELTON_MS	8.8	16,887	17,330	443	3%
MCCOMB	ELTON_MS	CRYSPRING_MS	17.4	33,202	33,645	443	1%
MCCOMB	CRYSPRING_MS	WESSON_MS	22.0	33,437	33,880	443	1%
MCCOMB	WESSON_MS	CENJCA_MS	7.9	16,730	17,174	443	3%
MCCOMB	CENJCA_MS	SUMMIT_MS	24.4	18,704	19,148	443	2%
MCCOMB	SUMMIT_MS	FERNWOOD_MS	13.8	15,991	16,436	444	3%
MCCOMB	FERNWOOD_MS	FRENIER_LA	86.5	25,411	25,855	444	2%
MCCOMB	FRENIER_LA	ORLJCT_LA	2.2	9,508	9,951	443	5%
MCCOMB	ORLJCT_LA	KENNER_LA	1.0	9,464	9,908	444	5%
MCCOMB	KENNER_LA	MAYYARD_LA	2.6	11,200	11,644	444	4%
MEMPHIS	MEMPHIS_TN	WJCT_TN	1.0	55,508	56,372	864	2%
MEMPHIS	WJCT_TN	MEMINTTER_TN	3.4	8,547	9,323	775	9%
MEMPHIS	MEMINTTER_TN	LAKEVIEW_MS	6.4	6,174	6,794	621	10%
MISSABE	DULUTH_MN	ADOLPH_MN	10.7	19,939	19,988	49	0%
MISSABE	ADOLPH_MN	FAIRLANE_MN	48.2	51,428	51,467	39	0%
MISSABE	FAIRLANE_MN	KEENAN_MN	2.0	67,375	67,400	25	0%
MISSABE	KEENAN_MN	IROJCT_MN	2.5	66,866	66,891	25	0%
MISSABE	IROJCT_MN	WOLF_MN	2.2	92,120	92,145	25	0%
MISSABE	WOLF_MN	SHEJCT_MN	2.8	65,629	65,667	39	0%
NEENAH	FONLAC_WI	VANDYNE_WI	4.3	72,429	72,641	212	0%
NEENAH	VANDYNE_WI	BLAWOLF_WI	5.6	36,214	36,427	212	1%
NEENAH	BLAWOLF_WI	NEENAH_WI	17.6	72,665	72,878	212	0%
NEENAH	NEENAH_WI	STOCKTON_WI	60.9	68,472	68,680	208	0%
RAINY	RANIER_MN	ASHLAKE_MN	36.9	77,968	78,175	208	0%
RAINY	ASHLAKE_MN	ORR_MN	7.6	77,974	78,182	208	0%
RAINY	ORR_MN	GLENDALE_MN	1.4	77,974	78,182	208	0%
RAINY	GLENDALE_MN	HALEY_MN	10.4	78,040	78,247	208	0%
RAINY	HALEY_MN	VIRGINIA_MN	31.0	78,065	78,272	208	0%
RAINY	VIRGINIA_MN	PEARY_MN	11.5	52,959	53,135	176	0%
RAINY	PEARY_MN	SIMAR_MN	30.6	37,327	37,496	169	0%
RAINY	PEARY_MN	MELRUDE_MN	10.2	43,517	43,686	169	0%
SAUKVILLE	MILWAUKEE_WI	BRODEER_WI	7.2	95	96	0	0%
SAUKVILLE	BRODEER_WI	SAUKVILLE_WI	15.0	210	211	1	0%
SHORE LINE	MILJCT_MI	VINEWOOD_MI	1.1	9,385	10,088	703	7%
SHORE LINE	COOLIDGE_MI	ECORSE_MI	2.7	20,220	20,922	703	3%
SHORE LINE	COOLIDGE_MI	VINEWOOD_MI	5.3	20,220	20,922	703	3%
SHORE LINE	ECORSE_MI	FN_MI	5.9	23,026	23,729	703	3%
SHORE LINE	FN_MI	WYANDOTTE_MI	10.1	8,483	9,186	703	8%
SHORE LINE	FN_MI	LANG_OH	35.3	10,943	10,955	13	0%
SOUTH BEND	GRIFFITH_IN	SEDLEY_IN	14.3	28,393	31,470	3,077	11%
SOUTH BEND	SEDLEY_IN	VALPARAIS_IN	6.9	56,789	59,866	3,077	5%
SOUTH BEND	VALPARAIS_IN	STILLWELL_IN	23.0	28,485	31,562	3,077	11%
SOUTH BEND	STILLWELL_IN	SBEND_IN	19.0	28,807	31,885	3,077	11%
SOUTH BEND	SBEND_IN	MARCELLUS_MI	32.1	22,925	26,002	3,077	13%
SOUTH BEND	CASSOPOLI_MI	SCHOOLCRA_MI	14.6	45,815	48,892	3,077	7%
SOUTH BEND	SCHOOLCRA_MI	PAVILION_MI	10.4	22,922	25,999	3,077	13%
SOUTH BEND	PAVILION_MI	BATCREEK_MI	19.1	23,451	26,544	3,093	13%

Segment				Tonnage - 000 Gross Tons per Mile per Year (kGTs)			
Subdivision	Segment Begin Station	Segment End Station	Distance	Base 2019 Gross Tons (000)	Post Transaction Gross Tons (000)	Change in Gross Tons (000)	% Change
STLOUIS	DUQUOIN_IL	PINCKNEYV_IL	8.9	6,935	8,339	1,404	20%
STLOUIS	PINCKNEYV_IL	COULTERVI_IL	14.6	6,872	8,276	1,404	20%
STLOUIS	COULTERVI_IL	LENZBURG_IL	19.6	6,687	8,092	1,405	21%
STLOUIS	LENZBURG_IL	FREEBURG_IL	11.4	1,598	3,008	1,410	88%
STLOUIS	FREEBURG_IL	WILDERMAN_IL	4.2	1,595	3,005	1,410	88%
STLOUIS	WILDERMAN_IL	ESTLOUIS_IL	11.4	1,582	2,992	1,410	89%
STRATHROY	SARNIA_ON	PTHURON_MI	0.2	23,185	24,048	862	4%
SUPERIOR	STEPT_WI	JCTCITY_WI	13.0	76,880	77,093	212	0%
SUPERIOR	JCTCITY_WI	SPENCER_WI	29.4	75,341	75,552	211	0%
SUPERIOR	SPENCER_WI	OWEN_WI	19.1	74,796	75,006	211	0%
SUPERIOR	OWEN_WI	LADYSMITH_WI	44.8	71,093	71,301	208	0%
SUPERIOR	LADYSMITH_WI	HAYJCT_WI	47.2	71,850	72,058	208	0%
SUPERIOR	HAYJCT_WI	SITASCA_WI	54.4	70,933	71,162	229	0%
SUPERIOR	SITASCA_WI	SUPERIOR_WI	2.8	2,931	3,186	255	9%
SUPERIOR	SITASCA_WI	SAUNDERS_WI	5.9	71,314	71,488	175	0%
SUPERIOR	SAUNDERS_WI	STEELTON_MN	4.7	74,437	74,645	208	0%
SUPERIOR	STEELTON_MN	NOPJCT_MN	2.2	79,591	79,799	208	0%
SUPERIOR	NOPJCT_MN	ADOLPH_MN	5.8	35,622	35,661	39	0%
WAUKESHA	FORPARK_IL	ROSEMONT_IL	7.8	3,403	3,407	4	0%
WAUKESHA	ROSEMONT_IL	DESPLAINE_IL	4.2	4,862	4,866	4	0%
WAUKESHA	DESPLAINE_IL	LEITHTON_IL	14.9	11,382	11,387	4	0%
WAUKESHA	LEITHTON_IL	MUNDELEIN_IL	2.6	35,793	36,006	213	1%
WAUKESHA	MUNDELEIN_IL	GRALAKE_IL	8.0	71,519	71,732	213	0%
WAUKESHA	GRALAKE_IL	LAKVILLA_IL	3.8	35,757	35,970	213	1%
WAUKESHA	LAKVILLA_IL	DUPLAINVI_WI	50.3	71,798	72,011	213	0%
WAUKESHA	DUPLAINVI_WI	SUSSEX_WI	4.0	73,017	73,231	214	0%
WAUKESHA	SUSSEX_WI	RUGJCT_WI	11.1	72,378	72,592	214	0%
WAUKESHA	RUGJCT_WI	LOMIRA_WI	25.1	72,426	72,639	214	0%
WAUKESHA	LOMIRA_WI	BYRON_WI	3.2	73,018	73,232	213	0%
WAUKESHA	LOMIRA_WI	FONLAC_WI	8.1	36,513	36,727	213	1%
WAUKESHA	BYRON_WI	FONLAC_WI	2.0	73,027	73,241	213	0%
YAZOO	JACKSON_MS	YAZCITY_MS	44.4	49,011	49,715	704	1%
YAZOO	YAZCITY_MS	SWALAKE_MS	80.9	51,139	51,845	705	1%
YAZOO	SWALAKE_MS	MARKS_MS	26.3	51,653	52,361	708	1%
YAZOO	MARKS_MS	BANKS_MS	41.6	51,602	52,310	707	1%
YAZOO	BANKS_MS	LAKEVIEW_MS	12.8	51,503	52,209	706	1%
YAZOO	LAKEVIEW_MS	WJCT_TN	21.2	19,653	19,734	82	0%

Exhibit 14-B: KCS 2019 "Modeled" Traffic Density for Segments on the Springfield Line[2]

Subdivision	Segment	Estimated Gross Tons (000)
PITTSBURG	PITTSBURG,KS - KANSAS CITY,MO	36,810
MEXICO	KANSAS CITY,MO - SLATER,MO	6,166
MEXICO	SLATER,MO - MEXICO,MO	4,281
ROODHOUSE	MEXICO,MO - ROODHOUSE,IL	4,019
SPRINGFIELD	ROODHOUSE,IL - MURRAYVILLE,IL	998
SPRINGFIELD	MURRAYVILLE,IL - SPRINGFIELD,IL	168
GODFREY	ROODHOUSE,IL - GODFREY,IL	1,053
EAST ST LOUIS TERMINAL	GODFREY,IL - EAST ST LOUIS,IL	6,838
JACKSONVILLE	JACKSONVILLE,IL - MURRAYVILLE,IL	1,331

Exhibit 14-C: KCS 2019 Historic 2019 Tonnages Collected in the Normal Course of Business[3]

Subdivision	Segment	Subdivision Mileposts	West/South Gross Tons (000)	East/North Gross Tons (000)	Total Gross Tons (000)
PITTSBURG	INTFREGAT MO – AIRLINE JCT MO	3.7-128.2	37,069	14,190	51,259
MEXICO	AIRLINE JCT MO - SLATER,MO	393.6-490.8	6,959	3,417	10,376
MEXICO	SLATER,MO - MEXICO,MO	325.7-393.6	4,251	4,558	8,809
ROODHOUSE	MEXICO,MO - ROODHOUSE,IL	237.3-325.7	4,167	2,489	6,656
SPRINGFIELD	ROODHOUSE,IL - MURRAYVILLE,IL	221.7-237.3	2,412	678	3,090
SPRINGFIELD	MURRAYVILLE,IL - SPRINGFIELD,IL	203.7-221.7	40	3	43
GODFREY	ROODHOUSE,IL - GODFREY,IL	28.1-68.2	1,631	2,185	3,816
EAST ST LOUIS TERMINAL	GODFREY,IL - EAST ST LOUIS,IL	252.1-285	2,596	2,884	5,480
JACKSONVILLE	JACKSONVILLE,IL - MURRAYVILLE,IL	216.3-226.7	2,376	678	3,054

[2] Density values obtained from CPKC Amended Operating Plan, Exhibit 14, Part B, as estimated by CP-KCS modeling process. Note the CPKC Amended Operating Plan did not have directional tonnage, unlike the CPKC Application, Vol 2. Also note the line density values for segment "INTER. FREIGHT GATEWAY, MO – AIRLINE JCT, MO" based on "PITTSBURG,KS - KANSAS CITY,MO" and "AIRLINE JCT, MO – SLATER,MO" values are based on "KANSAS CITY, MO – SLATER, MO" segments

[3] Density values obtained from CPKC Application, Vol 2, 497 – 499. Note the line density values for segment "INTER. FREIGHT GATEWAY, MO – AIRLINE JCT, MO" based on "PITTSBURG,KS - KANSAS CITY,MO" and "AIRLINE JCT, MO – SLATER,MO" values are based on "KANSAS CITY, MO – SLATER, MO" segments.

Exhibit 14-D: KCS 2020 Historic Traffic Density for Segments on the Springfield Line[4]

Subdivision	Segment	Subdivision Mileposts	West/South Gross Tons (000)	East/North Gross Tons (000)	Total Gross Tons (000)
PITTSBURG	INTFREGAT MO – AIRLINE JCT MO	3.7-128.2	37,069	14,190	51,259
MEXICO	AIRLINE JCT MO - SLATER,MO	393.6-490.8	5,595	2,778	8,373
MEXICO	SLATER,MO - MEXICO,MO	325.7-393.6	2,989	3,357	6,345
ROODHOUSE	MEXICO,MO - ROODHOUSE,IL	237.3-325.7	2,762	1,929	4,692
SPRINGFIELD	ROODHOUSE,IL - MURRAYVILLE,IL	221.7-237.3	1,521	445	1,966
SPRINGFIELD	MURRAYVILLE,IL - SPRINGFIELD,IL	203.7-221.7	34	2	36
GODFREY	ROODHOUSE,IL - GODFREY,IL	28.1-68.2	1,279	1,879	3,157
EAST ST LOUIS TERMINAL	GODFREY,IL - EAST ST LOUIS,IL	252.1-285	1,916	2,362	4,277
JACKSONVILLE	JACKSONVILLE,IL - MURRAYVILLE,IL	216.3-226.7	1,489	445	1,934

[4] Density values obtained from CPKC Application, Vol 2, 494 – 496. NOTE that the CPKC Amended Operating Plan did not provide updates on the KCS 2020 tonnage. Also note the line density values for segment "INTER. FREIGHT GATEWAY, MO – AIRLINE JCT, MO" based on "PITTSBURG,KS - KANSAS CITY,MO" and "AIRLINE JCT, MO – SLATER,MO" values are based on "KANSAS CITY, MO – SLATER, MO" segments.

Exhibit 14-E: CN Historic Traffic Density (2019 – 2021)[5]

Subdivision	Segment	Route miles	Gross tons per miles (000,000)		
			2019	2020	2021
ASHLAND	PRENTICE - MELLEN	67.7	0.10	0.09	0.10
BARRON	CAMERON - RICLAKE	14.6	2.71	1.14	2.57
BARRON	LADYSMITH - ALMENA	24.7	1.94	1.17	
BARRON	LADYSMITH - POSKIN	40.7			1.88
BATON ROUGE	BATON ROUGE J - UNIVERSITY	0.8	6.02	3.69	3.24
BATON ROUGE	GEISMAR - RESERVE	24.6	16.37	14.28	16.54
BATON ROUGE	RESERVE - KENNER	62.8	23.76	21.48	29.50
BATON ROUGE	UNIVERSITY - GEISMAR	43.7	13.45	11.61	11.94
BEAUMONT	BAY SHORE JCT - MOBILE	26.9	4.21	3.46	3.74
BEAUMONT	BELT JCT - BAY SHORE JCT	2.7	4.21	3.46	3.74
BEAUMONT	HATTIESBURG - BELT JCT	8	5.39	4.65	5.13
BEAUMONT	JACKSON - STAR	1.3	9.22	8.22	8.85
BEAUMONT	SARATOGA - HATTIESBURG	1.2	8.45	8.77	9.54
BEAUMONT	STAR - SARATOGA	13.7	9.41	8.42	9.13
BESSEMER	BRANCHTON - BUTLER	24.1	5.31	5.17	5.43
BESSEMER	BUTLER - N BESSEMER	49.7	5.10	5.08	5.38
BESSEMER	CONNEAUT - CONNEAUT JCT	6.8	5.07	5.09	5.35
BESSEMER	CONNEAUT JCT - SANDY JCT	78.6	5.07	5.09	5.35
BESSEMER	GROVE CITY - BRANCHTON	53.9	5.31	5.17	5.43
BESSEMER	KELSEY - GROVE CITY	6.4	5.30	5.16	5.42
BESSEMER	SANDY JCT - KELSEY	68.1	4.11	4.13	4.37
BLUFORD	AKIN JCT - METROPOLIS	57.4	24.31	20.02	22.72
BLUFORD	BLUFORD - DIANA	64.2	24.00	21.51	21.76
BLUFORD	DIANA - AKIN JCT	21.3	24.57	21.75	22.27
BLUFORD	EDGEWOOD - BLUFORD	38	24.02	21.46	21.73
BLUFORD	METROPOLIS - CHILES	30.3	34.59	27.21	31.32
BOGALUSA	MORGANTOWN - BOGALUSA	4	0.91	0.90	0.95
BOGALUSA	WANILLA - MORGANTOWN	5	1.06	1.04	1.10
BRADLEY	BRADLEY - ARGONNE	66.4	0.08	0.08	0.11
BRADLEY	LADYSMITH - PRENTICE	1.3	0.03	0.02	
BRADLEY	PRENTICE - BRADLEY	12.5	0.18	0.17	0.18
CAIRO	BUDA - FULTON	115	8.93	7.30	8.83
CAIRO	CAIRO - WICKLIFFE	14	9.05	7.17	8.67
CAIRO	WICKLIFFE - BUDA	1.6	17.83	14.50	17.53
CASO	WINDSOR - DETROIT	3.2	0.43		
CEDAR RAPIDS	MANCHESTER - MARION JCT	58.2	1.77	1.55	1.63
CEDAR RAPIDS	MARION JCT - MARION	6.1	1.77	1.80	1.63
CEDAR RAPIDS	MARION JCT - SHAVER	44.2	1.23	1.07	1.12
CENTRAL	SILVER CREEK - BROOKHAVEN	44.2	1.61	1.91	1.75
CENTRALIA	BOIS - TAMAROA	8.4	26.95	24.86	27.06
CENTRALIA	CARBONDALE - COBDEN	31.9	20.08	17.75	19.76
CENTRALIA	CENTRALIA - IRVINGTON	21.2	13.48	12.43	13.53

[5] Historical CN line density from "2019 to 2021.xlsx" provided by CN, excluding segments that are within Canada.

Subdivision	Segment	Route miles	Gross tons per miles (000,000)		
			2019	2020	2021
CENTRALIA	COBDEN - MOUNDS	20.4	20.08	17.75	19.75
CENTRALIA	DESOTO - CARBONDALE	28.3	10.04	8.88	9.88
CENTRALIA	DOWELL - ELKVILLE	5	20.08	17.75	19.76
CENTRALIA	ELKVILLE - CARBONDALE	3	20.08	17.75	19.76
CENTRALIA	IRVINGTON - RICHVIEW	6	26.96	24.87	27.07
CENTRALIA	MOUNDS - CAIRO	6	10.07	8.40	9.90
CENTRALIA	MOUNDS - PULASKI	2	10.04	8.88	9.87
CENTRALIA	RICHVIEW - BOIS	2.4	26.96	24.87	27.07
CENTRALIA	TAMAROA - DOWELL	99.8	7.20	6.51	7.15
CENTRALIA	TAMAROA - DU QUOIN	18.88	26.96	24.88	27.06
CHAMPAIGN	ARCOLA - HUMBOLDT	37.4	48.41	42.60	43.45
CHAMPAIGN	CHAMPAIGN - ANDERSONS	29.5	0.54	0.69	1.04
CHAMPAIGN	DORANS - MATTOON	10.6	48.40	42.62	43.52
CHAMPAIGN	EFFINGHAM - WATSON	28.4	55.70	51.20	53.22
CHAMPAIGN	HUMBOLDT - DORANS	10.8	48.42	42.60	43.47
CHAMPAIGN	LEVERETT JCT - TOLONO	5.5	47.81	42.02	42.88
CHAMPAIGN	MATTOON - NEOGA	19.8	53.07	47.71	48.47
CHAMPAIGN	NEOGA - EFFINGHAM	18.1	53.28	48.01	49.00
CHAMPAIGN	PESOTUM - TUSCOLA	35.4	47.82	41.93	42.82
CHAMPAIGN	SANDOVAL JCT - CENTRALIA	13.1	12.38	11.64	12.74
CHAMPAIGN	TOLONO - PESOTUM	33.9	47.82	41.93	42.82
CHAMPAIGN	TUSCOLA - ARCOLA	9	48.42	42.59	43.43
CHAMPAIGN	WATSON - SANDOVAL JCT	20.1	34.13	31.76	33.96
CHAMPAIGN TERM	CHAMPAIGN - SEYMOUR	10.9	0.07	0.38	0.36
CHEROKEE	ALTA - AURELIA	84.1	2.88	3.43	3.41
CHEROKEE	AURELIA - MARCUS	40	2.82	3.39	3.34
CHEROKEE	FONDA - NEWELL	79.23	3.01	3.69	3.42
CHEROKEE	LE MARS - SIOUX CITY	14.7	2.29	2.55	2.75
CHEROKEE	MANSON - FONDA	6.6	3.02	3.73	3.44
CHEROKEE	MARCUS - LE MARS	41.6	2.30	2.59	2.69
CHEROKEE	NEWELL - STORM LAKE	3.1	3.01	3.69	3.42
CHEROKEE	STORM LAKE - ALTA	44.1	3.01	3.69	3.42
CHEROKEE	TARA - MANSON	28	3.70	4.50	4.12
CHICAGO	CHGO 82ND ST - KENSINGTON	46.5	2.86	2.82	2.45
CHICAGO	DEL REY - LODA	40.6	46.83	41.30	42.09
CHICAGO	GILMAN - DEL REY	27.4	23.42	20.64	21.05
CHICAGO	HOMEWOOD - STUENKEL	53.31	24.58	23.50	22.64
CHICAGO	KENSINGTON - HOMEWOOD	54.6	8.11	7.93	7.30
CHICAGO	LODA - LEVERETT JCT	3	47.47	41.91	42.70
CHICAGO	STUENKEL - GILMAN	4.9	46.62	40.59	41.14
CHILES	CHILES - MAXON	5.1	32.95	27.02	30.71
CHILES	CR JUNCTION - MAXON	5.2	2.79	2.40	2.50
CHILES	MAXON - FULTON	2	35.73	29.42	33.21
CHILTON	KIEL - HILBERT JCT	0.4	0.13	0.17	0.10
DEARBORN	FORDHAVEN - WOODHAVEN	3.3	4.87	5.97	7.19

Subdivision	Segment	Route miles	Gross tons per miles (000,000)		
			2019	2020	2021
DUBUQUE	ARCCO - DUBUQUE JCT	51.1	13.37	13.67	12.32
DUBUQUE	DUBUQUE JCT - JULIEN	132.9	12.54	10.56	8.80
DUBUQUE	EAST JCT - WEST JUNCTION	2.7	6.60	6.90	5.77
DUBUQUE	JULIEN - MANCHESTER	8.36	12.76	13.41	11.87
DUBUQUE	MANCHESTER - WATERLOO	33.04	10.57	11.42	10.00
DUBUQUE	WEST JUNCTION - PORTAGE	1.7	13.20	13.50	11.75
EFFINGHAM	EFFINGHAM YD - NEWTON	46.5	4.49	4.03	4.37
ELDORADO	BENTON - AKIN JCT	6.21	0.22	0.26	0.03
ELDORADO	ELDJCT - CHRISTOPH	46.01	0.20	0.26	0.03
ELDORADO	FERBER - ELDORADO	57.7	0.07	0.07	0.03
ELDORADO	SESSER - BENTON	42.3	0.20	0.26	0.03
ELSDON	BLUE ISLAND - HARVEY	30.5	2.12	1.74	1.61
ELSDON	HARVEY - THORNTON JCT	112.2	5.14	3.96	3.26
ELSDON	HAYFORD - BLUE ISLAND	22.5	1.55	1.53	1.46
ELSDON	THORNTON JCT - GRIFFITH	9.7	5.41	4.33	3.54
ERIE	WALLACE JCT - CONNEAUT JCT	18.4	0.06	0.02	0.00
FLAT ROCK	FLAT ROCK - MAYBEE	17.8	4.20	0.66	0.02
FLAT ROCK	FN - FLAT ROCK	10.5	12.35	8.26	8.83
FLAT ROCK	MAYBEE - DIANN	26.2	4.20	0.66	0.02
FLINT	BATTLE CREEK - OLIVET	3.2	23.15	20.25	21.08
FLINT	DAVISON - EMMETT	39	32.10	30.40	32.45
FLINT	DURAND - FLINT	5.04	34.48	33.38	34.99
FLINT	DURAND - FLINT 2 TRK	5.2	17.24	16.69	17.50
FLINT	EMMETT - TAPPAN	26.2	32.09	30.40	32.45
FLINT	FLINT - DAVISON	14.9	32.09	30.38	32.46
FLINT	LANSING - MORRICE	22.2	22.37	19.61	20.40
FLINT	MORRICE - DURAND	6	22.37	19.61	20.40
FLINT	OLIVET - POTTERVILLE	15.3	46.31	40.50	42.16
FLINT	PORT HURON - SARNIA	6.2	23.19	21.53	22.99
FLINT	PORT HURON - SARNIA 1 TRK	28.9	46.37	43.07	45.98
FLINT	POTTERVILLE - LANSING	3.2	23.15	20.25	21.08
FLINT	TAPPAN - PORT HURON	5.1	11.89	10.92	11.61
FLINT	TAPPAN - PT HURON 2TRK	9.4	23.79	21.83	23.23
FOX RIVER	APPLETON - GREEN BAY	4.7	9.50	9.11	10.27
FOX RIVER	GREEN BAY - DENMARK	5.1	0.18	0.20	0.19
FOX RIVER	GREEN BAY - LUXEMBURG	4	0.18	0.12	0.11
FOX RIVER	NEENAH WI - APPLETON	10.5	10.61	10.17	11.31
FREEPORT	BROADVIEW - MUNGER	7.8	13.19	13.66	11.45
FREEPORT	HAWTHORNE - BROADVIEW	5.7	6.18	6.40	5.84
FREEPORT	MUNGER - ROCKFORD	5.7	13.23	13.81	11.53
FREEPORT	PARKWAY - BROADVIEW	0.2	4.44	4.58	3.68
FREEPORT	ROCKFORD - EAST JCT	5	13.36	13.90	11.64
FULTON	AULON - EAST JCT	3	46.27	44.39	51.64
FULTON	CURVE - MILLINGTON	4.6	51.49	43.42	50.16
FULTON	MEM HOL YARD - AULON	3.8	46.25	42.96	49.78

Subdivision	Segment	Route miles	Gross tons per miles (000,000)		
			2019	2020	2021
FULTON	MILLINGTON - WOODSTOCK	13.15	25.71	21.70	25.07
FULTON	NEWBERN - CURVE	11.9	51.81	43.69	50.35
FULTON	ONARGA SPUR - RIVES	14.9	52.27	44.27	51.15
FULTON	RIVES - NEWBERN	7.9	52.21	44.08	50.78
FULTON	WOODSTOCK - MEM HOL YARD	5.2	45.80	41.54	48.20
FULTON	WOODSTOCK - MEMPHIS	4.8	4.56	2.33	2.25
GILMAN	BRICKYARD JCT - CROWN 3	8.1	0.08		
GILMAN	CLINTON - MT PULASKI	41.7	0.89	1.23	1.24
GILMAN	GIBSON CITY - CLINTON	7.1	0.88	1.01	0.96
GILMAN	GILMAN - GIBSON CITY	56	1.69	1.35	1.95
GILMAN	MT PULASKI - BRICKYARD JCT	13.1	0.26	0.19	0.17
GREENVILLE	KELSEY - SHENANGO	8	0.26	0.11	0.07
GREENVILLE	SHENANGO - OSGOOD	16.6	0.03	0.01	0.00
GRENADA	CANTON - JACKSON	47	2.43	1.88	1.90
HAMMOND	HAMMOND - BATON ROUGE J	1	11.23	6.84	6.60
HOLLY	DETINTTER - MILWAUKEE JCT	6.4	2.04	1.48	1.69
HOLLY	DURAND - WATERFORD	20.7	12.47	10.22	10.55
HOLLY	MILWAUKEE JCT - WINDSOR	27.4	0.22		
HOLLY	PONTIAC - DETINTTER	7.4	3.73	2.92	2.94
HOLLY	WATERFORD - PONTIAC	24.5	5.30	4.20	4.31
IDA GROVE	IDA GROVE JCT - IDA GROVE	8.1	1.57	1.67	1.53
ILLINOIS RIVER	BEVEN - DIVINE	23.9	1.36	1.17	0.39
ILLINOIS RIVER	BEVEN - EMORRIS	16.2	3.18	2.63	1.61
ILLINOIS RIVER	RIVER - BEVEN	18.8	2.33	2.00	1.29
IRON MOUNTAIN	HERMANSVILLE - QUINNESEC	10.5	1.81	1.62	1.48
IRON MOUNTAIN	QUINNESEC - ANTOINE	5.6			0.00
IRON RANGE	MESABA - EMCO	12.56	0.60	0.43	0.41
IRON RANGE	TWO HARBORS - WALDO	73.6	20.76	18.25	19.37
IRON RANGE	WALDO - IRON JCT	41.8	24.60	21.54	22.88
IRON RANGE	WALES - JORDAN	25.7	0.47	0.27	0.28
JOLIET	BRIDGEPOR - BRIPARK	34.4	2.26	2.44	2.27
JOLIET	JOLIET - PLAINES	30.1	1.65	1.36	1.00
JOLIET	LEMOYNE - SUMMIT	8.04	3.93	4.25	4.27
JOLIET	SUMMIT - JOLIET	11	0.74	1.18	0.76
KEENAN	IRON JCT - HIBBING	6.15	0.12	0.10	0.20
LAKEFRONT	BUFFINGTO - INDHARBOR	7.8	1.58	1.49	1.25
LAKEFRONT	BUFFINGTO - STOCKTON	10.33	1.04	0.83	3.02
LAKEFRONT	HAMLAKFRO - SCHICAGO	25.3	0.95	0.78	0.96
LAKEFRONT	INDHARBOR - HAMLAKFRO	49.55	0.94	0.78	0.95
LAKEFRONT	KIRYARD - BUFFINGTO	2	0.55	0.64	0.61
LANSE	BARAGA - CHAMPION	0.05	0.15	0.14	0.15
LEITHTON	EOLA - RIVER	40.2	77.15	67.73	68.73
LEITHTON	LEITHTON - SPAULDING	18.1	61.75	55.66	58.86
LEITHTON	MUNGER - WCHICAGO	4.1	63.04	55.56	58.74

Subdivision	Segment	Route miles	Gross tons per miles (000,000)		
			2019	2020	2021
LEITHTON	PHOENIX - EBRIJCT	1.1	0.33	0.37	0.37
LEITHTON	RIVER - WBRIJCT	6.9	79.57	69.96	70.32
LEITHTON	RONDOUT - LEITHTON	3.6	0.11	0.14	0.13
LEITHTON	SPAULDING - MUNGER	20	63.10	55.78	58.93
LEITHTON	WAUKEGAN - RONDOUT	6.2	0.07	0.08	0.07
LEITHTON	WBRIJCT - EBRIJCT	2.7	80.15	70.14	70.83
LEITHTON	WBRIJCT - PHOENIX	89.5			0.00
LEITHTON	WBRIJCT - WROMEO	5.3	0.66	0.18	0.56
LEITHTON	WCHICAGO - EOLA	15	67.04	59.02	61.87
LEITHTON	WROMEO - EBRIJCT	35	0.15	0.16	0.08
LETELLIER	EMERSON JCT - NOYES	82.3	4.89	3.35	3.93
MANISTIQUE	GLADSTONE - MANISTIQUE	133.7	5.63	5.28	5.75
MANISTIQUE	MANISTIQUE - TROUT LAKE	47	5.38	5.12	5.57
MANISTIQUE	S STE MARI ON - ODENA	52.8	1.52	0.57	0.09
MANISTIQUE	S STE MARI WI - S STE MARI ON	28.8	4.89	4.68	5.18
MANISTIQUE	TROUT LAKE - S STE MARI WI	6.1	4.95	4.74	5.24
MANITOWOC	CLEVELAND - MANITOWOC	9.9	0.01	0.01	0.01
MANITOWOC	HILBERT JCT - NEENAH	2.4	0.76	0.79	0.73
MANITOWOC	MANITOWOC - HILBERT JCT	57.3	0.55	0.53	0.56
MARINETTE	ESCANABA - GLADSTONE	0.5	9.19	10.72	11.51
MARINETTE	GREEN BAY - MENOMINEE	6.5	6.44	6.24	7.32
MARINETTE	MENOMINEE - POWERS	4.9	6.44	6.35	7.18
MARINETTE	POWERS - ESCANABA	1.9	5.97	7.62	8.09
MATTESON	CAVANAUGH - STOCKTON	84.2	50.21	51.63	51.32
MATTESON	CAVANAUGH - WHITING	1.5	0.68	0.99	1.65
MATTESON	CHIHEIGHT - GRIFFITH	25.9	47.26	46.43	48.41
MATTESON	EBRIJCT - JOLYARD	0.7	80.33	70.39	71.17
MATTESON	GRIFFITH - IVANHOE	37.7	49.98	51.55	51.62
MATTESON	IVANHOE - CAVANAUGH	20	50.55	52.10	52.08
MATTESON	JOLIET - JOLYARD	3.6	2.41	4.49	2.08
MATTESON	JOLYARD - MATTESON	25.4	73.65	64.90	68.43
MATTESON	KIRYARD - BUFFINGTO	0.5	0.27	0.32	0.31
MATTESON	KIRYARD - GARY	0.8	2.37	1.84	2.59
MATTESON	KIRYARD - PINE	16.7	0.58	0.00	0.01
MATTESON	MATTESON - CHIHEIGHT	1.9	46.87	46.24	48.18
MATTESON	STOCKTON - GOFF	37.6	2.23	5.26	5.93
MATTESON	STOCKTON - KIRYARD	48.6	53.17	55.94	56.07
MCCOMB	CENJCA - SUMMIT	52	18.70	14.73	18.81
MCCOMB	CRYSTAL SPRIN - WESSON	0.4	33.44	26.67	33.69
MCCOMB	ELTON - CRYSTAL SPRIN	7.5	33.20	26.46	33.53
MCCOMB	FERNWOOD - FRENIER	16.3	25.41	20.89	28.22
MCCOMB	FRENIER - ORLEANS JCT	4.3	9.51	8.46	12.17
MCCOMB	HARAHAN - MAYS YARD	0.7	0.00	0.00	
MCCOMB	JACKSON - ELTON	4	16.89	13.52	22.35
MCCOMB	KENNER - MAYS YARD	0.7	11.20	7.50	10.17

Subdivision	Segment	Route miles	Gross tons per miles (000,000)		
			2019	2020	2021
MCCOMB	MAYS YARD - NEW ORLEANS	46.5	0.01	0.00	1.51
MCCOMB	ORLEANS JCT - KENNER	2.8	9.46	7.50	10.17
MCCOMB	SUMMIT - FERNWOOD	0.7	15.99	12.60	16.21
MCCOMB	WESSON - CENJCA	1.6	16.73	13.35	16.85
MEDFORD	SPENCER - MEDFORD	1.2	0.02	0.01	0.01
MEMPHIS	DENIE - MEMPHIS	89.6	46.27	44.47	52.91
MEMPHIS	MEMPHIS - EAST JCT	19.1	23.14	22.22	26.18
MEMPHIS	MEMPHIS - WEST JCT	11.2	55.51	48.48	58.87
MEMPHIS	WOODSTOCK - MEMPHIS	10.2	0.72	0.64	0.62
MINNEAPOLIS	OWEN - WITHROW	11.6	3.81	3.63	4.16
MINNTAC	WOLF - MOUNTAIN IRON	11.6	27.17	25.66	28.62
MISSABE	ADOLPH - FAIRLANE	23.5	51.43	45.04	48.39
MISSABE	DULUTH - ADOLPH	14.3	19.94	19.04	22.14
MISSABE	FAIRLANE - KEENAN	23.6	67.37	62.58	64.99
MISSABE	IRON JCT - WOLF	5.7	92.12	86.16	87.31
MISSABE	KEENAN - IRON JCT	23.5	66.87	63.90	63.57
MISSABE	WOLF - SHELTON JCT	10.3	65.63	61.04	59.93
MT CLEMENS	DOUBLE TRACK - RICHMOND	11	11.92	10.12	10.74
MT CLEMENS	MILWAUKEE JCT - DOUBLE TRACK	19.3	12.40	10.52	11.22
MT CLEMENS	RICHMOND - TAPPAN	7.77	15.46	13.13	13.97
NEENAH	BLACK WOLF - NEENAH	3.9	72.67	64.26	67.67
NEENAH	FOND DU LAC - VAN DYNE	2	72.43	64.01	67.42
NEENAH	NEENAH - STOCKTON	7.5	68.47	60.47	63.85
NEENAH	VAN DYNE - BLACK WOLF	11.2	36.21	32.00	33.71
NEW LONDON	APPLETON - NEW LONDON	8	0.06	0.07	0.07
NEW LONDON	NEW LONDON - MANAWA	14	0.03	0.03	0.02
NEWBERRY	TROUT LAKE - MUNISING JCT	6.1	0.12	0.12	0.13
OMAHA	FT DODGE - IDA GROVE JCT	8.4	3.26	3.45	3.00
OMAHA	IDA GROVE JCT - OMAHA	21.1	0.72	0.78	0.67
ORE	ESCANABA - LARCH	37.9	4.38	4.21	4.54
ORE	LARCH - PARTRIDGE	9.4	3.52	3.39	3.65
OSAGE	MONA JUNCTION - STAJCT	7.3	1.22	1.08	1.09
OSAGE	STAJCT - LYLE	14.2	0.48	0.61	0.57
PEMBINE	ARGONNE - PEMBINE	10	0.35	0.30	0.40
PEMBINE	HERMANSVILLE - POWERS	25.4	2.48	2.16	2.21
PEMBINE	PEMBINE - HERMANSVILLE	11.1	0.73	0.60	0.81
PEORIA	DECATUR - MT PULASKI	8.8	3.24	3.61	3.07
PEORIA	MATTOON - DECATUR	0.1	5.28	5.57	5.25
PEORIA	MT PULASKI - PEORIA	1	2.50	2.32	1.78
PLOVER	PLOVER - WISCONSIN RAP	8.1	1.87	1.59	1.11
PLOVER	STEVENS POINT - PLOVER	1.9	1.89	1.60	1.15
RAINY	ASH LAKE - ORR	0.2	77.97	68.75	69.94
RAINY	GLENDALE - HALEY	39.7	78.04	68.76	69.94
RAINY	HALEY - VIRGINIA	14.8	78.06	68.79	69.97
RAINY	INTERNATNL BO - RANIER	88.6	76.90	67.86	69.10

Subdivision	Segment	Route miles	Gross tons per miles (000,000)		
			2019	2020	2021
RAINY	ORR - GLENDALE	1	77.97	68.75	69.94
RAINY	PEARY - MELRUDE	54.5	43.52	40.44	41.88
RAINY	PEARY - SIMAR	250.8	37.33	34.68	35.95
RAINY	RANIER - ASH LAKE	46.3	77.97	68.75	69.94
RAINY	VIRGINIA - PEARY	23.2	52.96	48.54	50.07
ROUSES POINT	ROUSES POINT - CANTIC	30	0.45	0.09	
SAUKVILLE	BROWN DEER - SAUKVILLE	15.5	0.21	0.22	0.26
SAUKVILLE	MILWAUKEE - BROWN DEER	16.7	0.10	0.10	0.12
SHAWANO	APPLETON - SHAWANO	4.9	0.18	0.21	0.24
SHAWANO	SHAWANO - THORNTON	87.4	0.06	0.10	0.12
SHORE LINE	ECORSE - FN	61	23.03	18.21	20.28
SHORE LINE	FN - LANG	21.1	10.94	8.83	9.70
SHORE LINE	FN - WYANDOTTE	5.46	8.48	6.96	7.76
SHORE LINE	MILWAUKEE JCT - VINEWOOD	51	9.39	7.23	7.80
SHORE LINE	VINEWOOD - ECORSE	2.54	0.58	0.31	0.27
SOUTH BEND	CASSOPOLIS - SCHOOLCRAFT	26.8	45.82	40.58	42.35
SOUTH BEND	GRIFFITH - SEDLEY	4	28.39	24.89	26.74
SOUTH BEND	PAVILION - BATTLE CREEK	43.9	23.45	20.80	21.70
SOUTH BEND	SCHOOLCRAFT - PAVILION	2.6	22.92	20.29	21.18
SOUTH BEND	SEDLEY - VALPARAISO	6.53	56.79	49.77	53.49
SOUTH BEND	SOUTH BEND - ELKHART	24.5			6.04
SOUTH BEND	SOUTH BEND - MARCELLUS	1.5	22.93	20.30	21.19
SOUTH BEND	STILLWELL - SBEND V FLWRS	21.7	28.81	25.33	27.29
SOUTH BEND	VALPARAISO - STILLWELL	7	28.48	24.99	26.81
STAMFORD	FORT ERIE - BLACK ROCK	20.4	10.88	9.15	9.77
STLOUIS	COULTERVILLE - LENZBURG	25.7	6.69	6.42	7.20
STLOUIS	DU QUOIN - PINCKNEYVILLE	21.7	6.93	6.85	7.28
STLOUIS	FREEBURG - WILDERMAN	38.6	1.60	1.73	2.64
STLOUIS	LENZBURG - FREEBURG	29.05	1.60	1.73	2.64
STLOUIS	PINCKNEYVILLE - COULTERVILLE	25	6.87	6.83	7.24
STLOUIS	WILDERMAN - EAST ST LOUIS	48	1.58	1.72	2.63
STRATHROY	BLACKWELL - SARNIA	25.4	24.34	21.78	23.20
STRATHROY	BLACKWELL - SARNIA 1 TRK	4	48.69	43.56	46.40
STRATHROY	MANDAUMIN - BLACKWELL	36.6	24.32	21.78	23.20
STRATHROY	SARNIA - PORT HURON	14.4	23.19	21.53	22.99
SUPERIOR	HAYWARD JCT - SOUTH ITASCA	73.1	70.93	60.61	64.83
SUPERIOR	JUNCTION CITY - SPENCER	46.9	75.34	63.86	68.31
SUPERIOR	LADYSMITH - HAYWARD JCT	7.5	71.85	60.99	65.09
SUPERIOR	NOPEMING JCT - ADOLPH	38.6	35.62	29.83	31.92
SUPERIOR	OWEN - LADYSMITH	108.5	71.09	59.87	63.65
SUPERIOR	SAUNDERS - STEELTON	123.3	74.44	66.75	95.18
SUPERIOR	SOUTH ITASCA - SAUNDERS	4.2	71.31	63.18	66.81
SUPERIOR	SOUTH ITASCA - SUPERIOR	10.8	2.93	1.36	
SUPERIOR	SPENCER - OWEN	25.7	74.80	63.74	68.09
SUPERIOR	STEELTON - NOPEMING JCT	8	79.59	70.28	72.15

Subdivision	Segment	Route miles	Gross tons per miles (000,000)		
			2019	2020	2021
SUPERIOR	STEVENS POINT - JUNCTION CITY	6	76.88	68.35	73.68
SWANTON	EAST ALBURGH - CANTIC	7.2	2.23	1.77	1.61
TAYLORSVILLE	SARATOGA - TAYLORSVILLE	7.5	0.13	0.24	0.23
TETE JAUNE	HARVEY - MCBRIDE	10.5	54.10	58.87	48.26
TETE JAUNE	TAVERNA - HARVEY	4.2	35.20	40.34	32.15
TWO HARBORS	TWO HARBORS - DIVERT	178	5.24	4.57	4.86
VALLEY	JUNCTION CITY - BRADLEY	14	3.29	2.96	3.23
VALLEY	NEW LISBON - WISCONSIN RAP	1.4	2.71	1.32	1.35
VALLEY	WISCONSIN RAP - JUNCTION CITY	16.3	25.55	16.07	14.94
WATERLOO	ACKLEY - FT DODGE	3.6	7.02	7.53	6.46
WATERLOO	WATERLOO - ACKLEY	7.3	7.02	7.57	6.50
WAUKESHA	BYRON - FOND DU LAC	1	73.03	65.51	69.61
WAUKESHA	DES PLAINES - LEITHTON	0.6	11.38	9.82	9.74
WAUKESHA	DUPLAINVILLE - SUSSEX	3.2	73.02	65.01	68.86
WAUKESHA	FOND DU LAC - EDEN	4	0.31	0.26	0.27
WAUKESHA	FOREST PARK - ROSEMONT	1.5	3.40	2.90	3.19
WAUKESHA	GRAYS LAKE - LAKE VILLA	2.7	35.76	32.07	33.88
WAUKESHA	LAKE VILLA - DUPLAINVILLE	0.9	71.80	64.32	67.94
WAUKESHA	LEITHTON - MUNDELEIN	3.9	35.79	32.12	33.93
WAUKESHA	LOMIRA - BYRON	3.1	73.02	65.51	69.61
WAUKESHA	LOMIRA - FOND DU LAC	1.2	36.51	32.75	34.80
WAUKESHA	MUNDELEIN - GRAYS LAKE	0.1	71.52	64.12	67.75
WAUKESHA	ROSEMONT - DES PLAINES	6.2	4.86	4.16	5.77
WAUKESHA	RUGBY JCT - LOMIRA	6.4	72.43	64.95	68.95
WAUKESHA	SUSSEX - RUGBY JCT	46.6	72.38	64.54	68.36
WEST BEND	D B R SIDING - WEST BEND	16.1	0.07	0.09	0.12
WHITEHALL	MERRILLAN - EAST WINONA	28.5	4.93	2.85	2.47
WHITEHALL	WISCONSIN RAP - MERRILLAN	0.1	12.68	7.39	7.38
YAZOO	BANKS - LAKEVIEW	22.5	51.50	44.19	54.67
YAZOO	JACKSON - YAZOO CITY	6.3	49.01	41.78	52.48
YAZOO	LAKEVIEW - WEST JCT	25	19.65	17.20	20.99
YAZOO	MARKS - BANKS	0.6	51.60	44.27	54.78
YAZOO	SWAN LAKE - MARKS	1.1	51.65	44.31	54.79
YAZOO	YAZOO CITY - SWAN LAKE	6.2	51.14	43.86	54.33

Appendix A

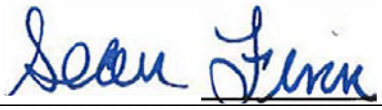
Opinion of Counsel

PUBLIC VERSION

OPINION OF COUNSEL
FOR APPLICANTS
[SECTION 1180.6(a)(4)]

ILLINOIS CENTRAL RAILROAD COMPANY AND SUBSIDIARIES

As counsel for Illinois Central Railroad Company and its subsidiaries (collectively "IC"), we are generally familiar with the proposed Transaction and have reviewed the foregoing Application. It is our opinion that the Transaction, to the extent it involves IC, meets the requirements of law, is within the corporate powers of IC and its subsidiaries and affiliates, and will be legally authorized and valid, if approved by the Surface Transportation Board and the other requirements set forth in the agreement governing the Transaction are satisfied or waived. Capitalized terms used and not otherwise defined in this opinion shall have the meanings specified in the foregoing Application.



Sean Finn
Executive Vice-President,
Chief Legal Officer and
Corporate Secretary

Executed 9th day of June, 2022.

Kathryn Gainey
Deputy General Counsel

Executed 9th day of June, 2022.

PUBLIC VERSION

OPINION OF COUNSEL
FOR APPLICANTS
[SECTION 1180.6(a)(4)]

ILLINOIS CENTRAL RAILROAD COMPANY AND SUBSIDIARIES

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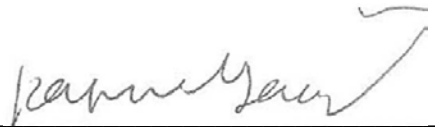
Sean Finn
Executive Vice-President,
Chief Legal Officer and
Corporate Secretary

Executed 9th day of June, 2022.



Kathryn Gainey
Deputy General Counsel

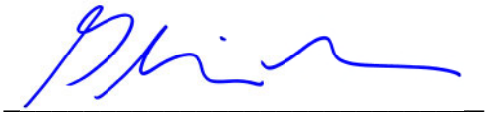
Executed 9th day of June, 2022.

PUBLIC VERSION

SIGNATURES, OATHS, AND CERTIFICATIONS
OF APPLICANTS' EXECUTIVE OFFICERS
[SECTION 1180.4(c)(2)(i)]

ILLINOIS CENTRAL RAILROAD COMPANY

I, Ghislain Houle, declare under penalty of perjury under the laws of the United States that I am Executive Vice-President and Chief Financial Officer of Illinois Central Railroad Company, Applicant herein; that I am one of the executive officers duly authorized to sign, to verify, and to file this Application on behalf of the foregoing; that I have knowledge of the matters contained in this Application to the extent they relate to the foregoing; and that the statements made in this Application are true and correct to the best of my knowledge and belief.



Ghislain Houle
Executive Vice-President and
Chief Financial Officer
Illinois Central Railroad
Company

Executed this 9th day of June, 2022.

PUBLIC VERSION

I, Sean Finn, certify that I am Executive Vice-President, Chief Legal Officer and Corporate Secretary of Illinois Central Railroad Company, Applicant herein, and that Ghislain Houle, Executive Vice-President and Chief Financial Officer of Illinois Central Railroad Company, is duly authorized to sign, to verify, and to file this Application on behalf of the foregoing.

Sean Finn
Executive Vice-President,
Chief Legal Officer and
Corporate Secretary
Illinois Central Railroad
Company

Executed this 9th day of June, 2022.

PUBLIC VERSION

CANADIAN NATIONAL RAILWAY COMPANY

I, Ghislain Houle, declare under penalty of perjury under the laws of the United States that I am Executive Vice-President and Chief Financial Officer of Canadian National Railway Company, Applicant herein; that I am one of the executive officers duly authorized to sign, to verify, and to file this Application on behalf of the foregoing; that I have knowledge of the matters contained in this Application to the extent they relate to the foregoing; and that the statements made in this Application are true and correct to the best of my knowledge and belief.

Ghislain Houle
Executive Vice-President and
Chief Financial Officer
Canadian National Railway
Company

Executed this 9th day of June, 2022.

PUBLIC VERSION

I, Sean Finn, certify that I am Executive Vice-President, Chief Legal Officer and Corporate Secretary of Canadian National Railway Company, Applicant herein, and that Ghislain Houle, Executive Vice-President and Chief Financial Officer of Canadian National Railway Company, is duly authorized to sign, to verify, and to file this Application on behalf of the foregoing.

Sean Finn
Executive Vice-President,
Chief Legal Officer and
Corporate Secretary
Canadian National Railway
Company

Executed this 9th day of June, 2022.

Appendix B

Customer Support Statements

Statements SUPPORTING TRANSACTIONN

1. The Honorable Frank J. Mrvan, United States House of Representatives
2. Illinois State Senator Christopher Belt
3. Illinois State Senator Doris Turner
4. Illinois State Representative LaToya Greenwood
5. Mayor Robert Eastern III, City of East St. Louis, IL
6. Mayor Christopher W. Curtis, City of Kankakee, IL
7. Administrator Ben Benson, City of Lockport, IL
8. Mayor John Egofske, Village of Lemont, IL
9. Mayor Timothy Nugent, Village of Manteno, IL
10. Village President John F. Argoudelis, Village of Plainfield, IL
11. Mayor Joseph E. Roudez III, Village of University Park, IL
12. Economic Alliance of Kankakee County, IL
13. AgriTrading
14. Agrocorp Processing LTD.
15. AJC International Inc.
16. Angelo's Garden Centre
17. Atlantic Container Line
18. Battle River Railway
19. Belle Pulses, Ltd.
20. Big Sky Rail Corp.
21. Briercrest Grain Limited
22. Caneda Transport LTD
23. CDS Transportation Services LTD
24. Central Metal Buildings
25. CFS-Sartigan Railway
26. CHEP Canada
27. Chester Construction Supply
28. Coca-Cola Canada Bottling Limited
29. DeGroot's Nurseries
30. DFK Enterprise, Inc.
31. DG Global Inc.
32. Effingham Equity
33. Event Logistics Worldwide Inc.
34. Fine Choice Foods
35. Grande Cheese
36. Groupe De Scieries G.D.S. Inc.(Promobois G D S Inc.)
37. Heritage Grain Cooperative
38. Independent Dispatch, Inc.
39. Intermobil
40. Jefo Nutritions Inc.
41. Johnvince Foods/Planters Canada
42. KFI Inc.
43. Kristom International
44. Last Mountain Railway

45. Linear Grain Inc.
46. Lotus Terminals LTD
47. Mediterranean Shipping Company, Canada
48. Mediterranean Shipping Company, USA
49. MMI Freight Systems Inc.
50. MobilEx Terminal
51. National Silicates
52. North American Freight Logistics
53. OOCL (USA) Inc.
54. Padnos Iron and Metal
55. Pival International
56. Presto Enterprises Ltd.
57. Priam Logistics Inc.
58. Prince Rupert Port Authority
59. Protos Shipping Ltd.
60. Purely Canada Foods
61. Rankin County Limestone
62. Roslin Enterprises Inc.
63. Sadoff Iron and Metal Company
64. SM Line Corp.
65. Solurail Logistics Inc.
66. Suit-Kote Corp.
67. T. S. Lines Ltd.
68. Tiger Cool Express
69. TLS Truck Load Services Inc.
70. VIP Rail ULC
71. ZIM Integrating Shipping

FRANK J. MRVAN
1ST DISTRICT, INDIANA

1607 LONGWORTH
WASHINGTON, DC 20515-0007
(202) 225-2461

7895 BROADWAY, SUITE A
MERRILLVILLE, IN 46410
(219) 795-1844

http://mrvan.house.gov

PUBLIC VERSION

Congress of the United States
House of Representatives
Washington, DC 20515-0007

COMMITTEE ON VETERANS' AFFAIRS
SUBCOMMITTEES:
CHAIRMAN - TECHNOLOGY MODERNIZATION
HEALTH

EDUCATION AND LABOR COMMITTEE
SUBCOMMITTEES:
HEALTH, EMPLOYMENT, LABOR, AND PENSIONS
CIVIL RIGHTS AND HUMAN SERVICES

CO-CHAIRMAN - CONGRESSIONAL STEEL CAUCUS

CONGRESSIONAL LAW ENFORCEMENT CAUCUS

February 18, 2022

The Honorable Martin Oberman
Chairman
Surface Transportation Board
395 E Street Southwest
Washington, DC 20423-0012

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

Dear Chairman Oberman,

I write today in support of the Canadian National (CN) railroad's condition request seeking the divestiture of the Kansas City Southern (KCS) line from Kansas City, Missouri to Springfield/East St. Louis, Illinois.

The freight rail industry remains an efficient, safe, and environmentally sound way of shipping goods throughout our nation. CN's economic impact in particular on Indiana's economy is significant, enabling supply chains and linking businesses throughout Northern Indiana to domestic and global markets. Indiana's First Congressional District, along Lake Michigan's southern shore, is home to three domestic steel mills and ancillary manufacturing, all which rely on the transportation of goods via railroads, the Ports of Indiana – Burns Harbor, and our interstate and state highway networks. This divestiture opportunity would further enhance connectivity in the state, providing Northern Indiana manufactures and farmers with new, faster service between Detroit, Chicago, and Kansas City.

I appreciate your review of CN's divestiture condition request in accordance with the Surface Transportation Board's procedures. If I may be able to provide any additional information, please do not hesitate to contact me.

Sincerely,

Frank J. Mrvan

Frank J. Mrvan
Member of Congress

FJM:ej

THIS STATIONERY PRINTED ON PAPER MADE OF RECYCLED FIBERS

PUBLIC VERSION

Office of State Senator Christopher Belt

Senator Christopher Belt
57th Senate District

M118 State Capitol
Springfield, IL 62706
217-782-5399

February 19, 2022

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

Dear Ms. Brown:

On behalf of 57th District of Illinois, I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern's (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

CP and KCS have demonstrated they intend to focus their operations and plans for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger. They have made it clear in their merger application they will divert traffic from the Kansas City to Springfield/East St. Louis line and do not plan to invest in that line, leaving the track to slowly degrade and reducing the competitive shipping options for customers in the 57th District that rely on this line to efficiently move goods to domestic and international markets. Without the proposed CN condition, we are concerned that CP's plan will reduce a competitive option over the overlapping corridor and have a detrimental effect on my community.

The 57th District of Illinois asks the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested divesture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would eliminate the risk of a languishing corridor to create new single-line service between Kansas City, 57th District, Chicago and Detroit – directly competing with the service that would be provided by CP-KCS. While new beneficial service will be available, no options will be lost as KCS will retain access to the divested lines. If the divestiture condition is granted, CN has committed to invest at least $250 million in the Kansas City to Springfield/East St. Louis line to improve transit times, which will directly help Illinois manufacturers and farmers as well as create new economic opportunity for the region without adding to congestion in Chicago. CN's plan will also create a viable alternative to trucks, diverting an estimated many thousands of trucks per year from the congested highways.

The 57th District is proud of our strong relationship with CN. CN's request that the Surface Transportation Board grant their divestiture conditions aligns with the neighborly and customer-focused approach to business that CN has demonstrated since the inception of our relationship. We urge the STB to realize the public interest benefits of CN's divestiture condition and encourage the Board work closely with the 57th District of Illinois, CN and all relevant parties to promote regional competition and customer choice.

Sincerely,

Christopher Belt
Illinois State Senator
57th District

cc: Parties of Record

PUBLIC VERSION

108 STATE HOUSE
SPRINGFIELD, ILLINOIS 62706
217-782-0228

DORIS TURNER

STATE SENATOR • 48th DISTRICT

February 4, 2022

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

Dear Ms. Brown:

I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern's (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

CP and KCS have demonstrated they intend to focus their operations and plans for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger. They have made it clear in their merger application they will divert traffic from the Kansas City to Springfield/East St. Louis line and do not plan to invest in that line, leaving the track to slowly degrade and reducing the competitive shipping options for customers in Springfield, Illinois that rely on this line to efficiently move goods to domestic and international markets. Without the proposed CN condition, we are concerned that CP's plan will reduce a competitive option over the overlapping corridor and have a detrimental effect on my community.

I am asking the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested divesture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would eliminate the risk of a languishing corridor to create new single-line service between Kansas City, Springfield, Chicago and Detroit – directly competing with the service that would be provided by CP-KCS. While new beneficial service will be available, no options will be lost as KCS will retain access to the divested lines. If the divestiture condition is granted, CN has committed to invest at least $250 million in the Kansas City to Springfield/East St. Louis line to improve transit times, which will directly help Illinois manufacturers and farmers as well as create new economic opportunity for the region without adding to congestion in Chicago. CN's plan will also create a viable alternative to trucks, diverting an estimated many thousands of trucks per year from the congested highways.

I am proud of my relationship with CN. During Springfield's railroad relocation project, I have had the opportunity to interact with principals of CN and those interactions have always been very productive and beneficial to the constituents that I represent. CN's request that the Surface Transportation Board grant their divestiture conditions

SOYBEAN INKS

aligns with the neighborly and customer-focused approach to business that CN has demonstrated since the inception of our relationship. I urge the STB to realize the public interest benefits of CN's divestiture condition and encourage the Board work closely with myself, Springfield leadership, CN and all relevant parties to promote regional competition and customer choice.

Sincerely,

Doris Turner

Doris Turner
Illinois State Senator

PUBLIC VERSION

HOUSE OF REPRESENTATIVES

DISTRICT OFFICE:
KENNETH HALL REGIONAL STATE OFFICE BLDG.
10 COLLINSVILLE AVE., SUITE 302
EAST ST. LOUIS, ILLINOIS 62201
618/857-8124
618/857-8116 FAX

CAPITOL OFFICE:
632 CAPITOL BUILDING
SPRINGFIELD, ILLINOIS 62706
217/782-5951

EMAIL: STATEREPGREENWOOD@GMAIL.COM

LATOYA GREENWOOD
STATE REPRESENTATIVE 114TH DISTRICT
MAJORITY CONFERENCE CHAIR

COMMITTEES:
- AGRICULTURE & CONSERVATION
- APPROP-ELEMENTARY & SECONDARY
- APPROPRIATIONS-HUMAN SERVICES
- CITIZEN IMPACT SUBCOMMITTEE
- CYBERSECURITY, DATA ANALYTICS, & IT
- HEALTH CARE AVAILABILITY & ACCESS
- MUSEUMS, ARTS, & CULTURAL ENHANCEMENT
- PRESCRIPTION DRUG AFFORDABILIT
- PUBLIC UTILITIES

February 22, 2022

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

Dear Ms. Brown:

I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern's (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

CP and KCS have demonstrated they intend to focus their operations and plans for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger. They have made it clear in their merger application they will divert traffic from the Kansas City to Springfield/East St. Louis line and do not plan to invest in that line, leaving the track to slowly degrade and reducing the competitive shipping options for customers in East St. Louis that rely on this line to efficiently move goods to domestic and international markets. Without the proposed CN condition, we are concerned that CP's plan will reduce a competitive option over the overlapping corridor and have a detrimental effect on my community.

I am asking the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested divesture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would eliminate the risk of a languishing corridor to create a new single-line service between Kansas City, East St. Louis, Chicago, and Detroit – directly competing with the service that would be provided by CP-KCS. While new beneficial services will be available, no options will be lost as KCS will retain access to the divested lines. If the divestiture condition is granted, CN has committed to invest at least $250 million in the Kansas City to Springfield/East St. Louis line to improve transit times, which will directly help Illinois manufacturers and farmers as well as create new economic opportunities for the region without adding to the congestion in Chicago. CN's plan will also create a viable alternative to trucks, diverting estimated many thousands of trucks per year from the congested highways.

I am proud of my strong relationship with CN. CN's request that the Surface Transportation Board grant their divestiture conditions aligns with the neighborly and customer-focused approach to business that CN has demonstrated since the inception of our relationship. I urge the STB to realize the public interest benefits of CN's divestiture condition and encourage the Board to work closely with local leaders, CN, and all relevant parties to promote regional competition and customer choice.

Sincerely,

LaToya Greenwood
District 114 State Representative
Majority Conference Chair
Illinois House of Representatives

cc: Parties of Record

PUBLIC VERSION

OFFICE OF THE MAYOR
ROBERT EASTERN III

301 River Park Drive • East St. Louis, Illinois 62201 • (618) 482-6600

February 4, 2022

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

Dear Ms. Brown,

On behalf of the City of East St. Louis, I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern's (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

CP and KCS have demonstrated they intend to focus their operations and plans for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger. They have made it clear in their merger application they will divert traffic from the Kansas City to Springfield/East St. Louis line and do not plan to invest in that line, leaving the track to slowly degrade and reducing the competitive shipping options for customers in East St. Louis that rely on this line to efficiently move goods to domestic and international markets. Without the proposed CN condition, we are concerned that CP's plan will reduce a competitive option over the overlapping corridor and have a detrimental effect on my community.

East St. Louis asks the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested divesture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would eliminate the risk of a languishing corridor to create new single-line service between Kansas City, East St. Louis, Chicago and Detroit – directly competing with the service that would be provided by CP-KCS. While new beneficial service will be available, no options will be lost as KCS will retain access to the divested lines. If the divestiture condition is granted, CN has committed to invest at least $250 million in the Kansas City to Springfield/East St. Louis line to improve transit times, which will directly help our manufacturers and farmers as well as creating new economic opportunity for the metro-east region. CN's plan will also create a viable alternative to trucks, diverting an estimated many thousands of trucks per year from the congested highways.

The City of East St. Louis is proud of our strong relationship with CN. CN's request that the Surface Transportation Board grant their divestiture conditions aligns with the neighborly and customer-focused approach to business that CN has demonstrated since the inception of our relationship. We urge the STB to realize the public interest benefits of CN's divestiture condition and encourage the Board work closely with the city, CN and all relevant parties to promote regional competition and customer choice.

Sincerely,

Robert Eastern III
Mayor

cc: Parties of Record

- OFFICE OF THE MAYOR -
Christopher W. Curtis
City of Kankakee

February 8, 2022

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

Dear Ms. Brown:

On behalf of the City of Kankakee, I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern' s (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

CP and KCS have demonstrated they intend to focus their operations and plan for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger. They have made it clear in their merger application they will divert traffic from the Kansas City to Springfield/East St. Louis line and do not plan to invest in that line, leaving the track to slowly degrade and reducing the competitive shipping options for customers in the City of Kankakee that rely on this line to efficiently move goods to domestic and international markets. Without the proposed CN condition, we are concerned that CP's plan will reduce a competitive option over the overlapping corridor and have a detrimental effect on my community.

The City of Kankakee asks the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested divesture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would eliminate the risk of a languishing corridor to create new single-line service between Kansas City, City of Kankakee, Chicago and Detroit – directly competing with the service that would be provided by CP-KCS. While new beneficial service will be available, no options will be lost as KCS will retain access to the divested lines. If the divestiture condition is granted, CN has committed to invest at least $250 million in the Kansas City to Springfield/East St. Louis line to improve transit times, which will directly help our manufacturers and farmers as well as creating new economic opportunity for this geographic region. CN's plan will also create a viable alternative to trucks, diverting an estimated many thousands of trucks per year from the congested highways.

ADMINISTRATION BUILDING
304 South Indiana Avenue
Kankakee, Illinois 60901-3904

Telephone: 815-933-0500
Fax: 815-936-3619
Website: www.citykankakee-il.gov

- OFFICE OF THE MAYOR -
Christopher W. Curtis
City of Kankakee

The City of Kankakee is proud of our strong relationship with CN. CN rail is a key economic development tool for our City and region and a key asset in helping us procure industrial development. Our City is located an hour outside of Chicago and is an attractive alternative to locating near major metropolitan area's. We allow quick shipping options to the Chicago area and other larger cities, but provide lower land cost, lower operating cost and less traffic congestion. By allowing CN's rail footprint to grow and connect, the City of Kankakee's ability to grow and prosper will only continue with this expansion. CN's request that the Surface Transportation Board grant their divestiture conditions aligns with the neighborly and customer-focused approach to business that CN has demonstrated since the inception of our relationship. We urge the STB to realize the public interest benefits of CN's divestiture condition and encourage the Board work closely with the City of Kankakee, CN and all relevant parties to promote regional competition and customer choice.

Sincerely,
City of Kankakee

Chris W. Curtis
Mayor

CC. / Parties of Record

ADMINISTRATION BUILDING
304 South Indiana Avenue
Kankakee, Illinois 60901-3904

Telephone: 815-933-0500
Fax: 815-936-3619
Website: www.citykankakee-il.gov

LOCKPORT

Mayor
Steven Streit

City Clerk
Kathleen Gentile

Administrator
Ben Benson

Alderman
Karen Kostecki - 1st Ward
Matt Kairis - 1st Ward
JR Gillogly - 2nd Ward
Larry Schreiber - 2nd Ward
Christina Bergbower - 3rd Ward
Joanne Bartelsen - 4th Ward
Renee Saban - 4th Ward
Mark Lobes – At-Large

City of Historic Pride

222 E. Ninth Street ♦ Lockport, IL 60441-3497

January 21, 2022

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

Dear Ms. Brown:

On behalf of the City of Lockport I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern's (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

CP and KCS have demonstrated they intend to focus their operations and plans for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger. They have made it clear in their merger application they will divert traffic from the Kansas City to Springfield/East St. Louis line and do not plan to invest in that line, leaving the track to slowly degrade and reducing the competitive shipping options for customers in Lockport that rely on this line to efficiently move goods to domestic and international markets. Without the proposed CN condition, we are concerned that CP's plan will reduce a competitive option over the overlapping corridor and have a detrimental effect on my community.

The City of Lockport asks the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested divesture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would eliminate the risk of a languishing corridor to create new single-line service between Kansas City, Lockport, Chicago and Detroit – directly competing with the service that would be provided by CP-KCS. While new beneficial service will be available, no options will be lost as

KCS will retain access to the divested lines. If the divestiture condition is granted, CN has committed to invest at least $250 million in the Kansas City to Springfield/East St. Louis line to improve transit times, which will directly help our manufacturers and farmers as well as creating new economic opportunity for the Midwest. CN's plan will also create a viable alternative to trucks, diverting an estimated many thousands of trucks per year from the congested highways.

The City of Lockport is proud of our strong relationship with CN. CN's request that the Surface Transportation Board grant their divestiture conditions aligns with the neighborly and customer-focused approach to business that CN has demonstrated since the inception of our relationship. We urge the STB to realize the public interest benefits of CN's divestiture condition and encourage the Board work closely with the City of Lockport, CN, and all relevant parties to promote regional competition and customer choice.

Sincerely,

Ben Benson
City Administrator

cc: Parties of Record

VILLAGE OF LEMONT

www.lemont.il.us

February 3, 2022

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

Dear Ms. Brown:

On behalf of the Village of Lemont, Illinois, (the Village), I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern's (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

CP and KCS have demonstrated they intend to focus their operations and plans for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger. They have made it clear in their merger application they will divert traffic from the Kansas City to Springfield/East St. Louis line and do not plan to invest in that line, leaving the track to slowly degrade and reducing the competitive shipping options for customers in the Village that rely on this line to efficiently move goods to domestic and international markets. Without the proposed CN condition, we are concerned that CP's plan will reduce a competitive option over the overlapping corridor and have a detrimental effect on my community.

The Village of Lemont respectfully asks the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested divesture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would eliminate the risk of a languishing corridor to create new single-line service between Kansas City, the Village, Chicago and Detroit – directly competing with the service that would be provided by CP-KCS. While new beneficial service will be available, no options will be lost as KCS will retain access to the divested lines. If the divestiture condition is granted, CN has committed to invest at least $250 million in the Kansas City to Springfield/East St. Louis line to improve transit times, which will directly help Illinois manufacturers and farmers as well as create new economic opportunity for the region without adding to congestion in Chicago. CN's plan will also create a viable alternative to trucks, diverting an estimated many thousands of trucks per year from the congested highways.

418 Main Street
Lemont, IL 60439

p 630.257.1550
f 630.257.1598

vlemont@lemont.il.us
www.lemont.il.us

VILLAGE OF LEMONT

www.lemont.il.us

The Village is proud of our strong relationship with CN. CN has operated around the Village for years and is a good partner when it comes to addressing the Village's local needs. CN's request that the Surface Transportation Board grant their divestiture conditions aligns with the neighborly and customer-focused approach to business that CN has demonstrated since the inception of our relationship. We urge the STB to realize the public interest benefits of CN's divestiture condition and encourage the Board work closely with the Village, CN and all relevant parties to promote regional competition and customer choice.

Sincerely,

John Egofske
Mayor, Village of Lemont

cc: Parties of Record

418 Main Street
Lemont, IL 60439

p 630.257.1550
f 630.257.1598

vlemont@lemont.il.us
www.lemont.il.us

PUBLIC VERSION 303692

ENTERED
Office of Proceedings
February 7, 2022
Part of
Public Record

Village of
Manteno
TIMOTHY O. NUGENT, Village President

ROBIN BATKA, Village Clerk
CHRIS LAROCQUE, Village Administrator

Trustees
TIMOTHY BOYCE
TODD CROCKETT
DIANE DOLE
JOEL GESKY
SAMUEL MARTIN
WENDELL O. PHILLIPS

January 21, 2022

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

Dear Ms. Brown:

On behalf of the Village of Manteno, I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern's (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

CP and KCS have demonstrated they intend to focus their operations and plans for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger. They have made it clear in their merger application they will divert traffic from the Kansas City to Springfield/East St. Louis line and do not plan to invest in that line, leaving the track to slowly degrade and reducing the competitive shipping options for customers in the Village of Manteno that rely on this line to efficiently move goods to domestic and international markets. Without the proposed CN condition, we are concerned that CP's plan will reduce a competitive option over the overlapping corridor and have a detrimental effect on my community.

The Village of Manteno asks the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested divesture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would eliminate the risk of a languishing corridor to create new single-line service between Kansas City, Manteno, Chicago and Detroit – directly competing with the service that would be provided by CP-KCS. While new beneficial service will be available, no options will be lost as KCS will retain access to the divested lines.

If the divestiture condition is granted, CN has committed to invest at least $250 million in the Kansas City to Springfield/East St. Louis line to improve transit times, which will directly help our manufacturers and farmers as well as creating new economic opportunity for the Kankakee County area. CN's plan will also create a viable alternative to trucks, diverting an estimated many thousands of trucks per year from the congested highways.

The Village of Manteno is proud of our strong relationship with CN. CN's request that the Surface Transportation Board grant their divestiture conditions aligns with the neighborly and customer-focused approach to business that CN has demonstrated since the inception of our relationship. We urge the STB to realize the public interest benefits of CN's divestiture condition and encourage the Board work closely with the Village of Manteno, CN and all relevant parties to promote regional competition and customer choice.

Sincerely,

Timothy O. Nugent
Village President

cc: Parties of Record

PUBLIC VERSION

John F. Argoudelis
PRESIDENT

Michelle Gibas
VILLAGE CLERK

TRUSTEES
Harry Benton
Kevin M. Calkins
Patricia T. Kalkanis
Cally J. Larson
Tom Ruane
Brian Wojowski

February 10, 2022

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

Dear Ms. Brown:

I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern's (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

CP and KCS have demonstrated that they intend to focus their operations and plans for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger. They have made it clear in their merger application they will divert traffic from the Kansas City to Springfield/East St. Louis line and do not plan to invest in that line.

The Village of Plainfield asks that the Surface Transportation Board condition any approval of the CP-KCS merger on CN's requested divesture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's plan will create a viable alternative to trucks, thus diverting a significant number of trucks per year from the congested highways which will help Plainfield and the greater Will County area.

The Village of Plainfield is proud of our strong relationship with CN. They have always been responsive to the community's needs including establishing a quiet zone, relocating instrumentation equipment, and most recently, assisting the Village with making trail connections. We appreciate their continued partnership.

CN's request that the Surface Transportation Board grant their divestiture conditions aligns with the neighborly and customer-focused approach to business that CN has demonstrated since the inception of our relationship. We urge the STB to realize the public interest benefits of CN's divestiture condition and encourage the Board work closely with CN and all relevant parties to promote regional competition and customer choice.

Sincerely,

John F. Argoudelis
Village President

24401 W. Lockport Street Plainfield, IL 60544
Phone (815) 436-7093 Fax (815) 436-1950 Web www.plainfield-il.org

Village of
University Park

Joseph E. Roudez III
MAYOR

Dorothy R. Jones, MMC
VILLAGE CLERK

BOARD OF TRUSTEES.
Janelle McFadden
Theaplise Brooks
Sonia Jenkins-Bell
Shirley Bolding
Donzell Franklin
Karen Lewis

Ernestine Beck-Fulgham
VILLAGE MANAGER

James H. Ellis
VILLAGE TREASURER

January 27, 2022

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

Dear Ms. Brown:

On behalf of the Village of University Park I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern' s (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

CP and KCS have demonstrated they intend to focus their operations and plan for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger. They have made it clear in their merger application they will divert traffic from the Kansas City to Springfield/East St. Louis line and do not plan to invest in that line, leaving the track to slowly degrade and reducing the competitive shipping options for customers in University Park that rely on this line to efficiently move goods to domestic and international markets. Without the proposed CN condition, we are concerned that CP's plan will reduce a competitive option over the overlapping corridor and have a detrimental effect on my community.

The Village of University Park asks the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested divesture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would eliminate the risk of a languishing corridor to create new single-line service between Kansas City, University Park, Chicago and Detroit – directly competing with the service that would be provided by CP-KCS. While new beneficial service will be available, no options will be lost as KCS will retain access to the divested lines. If the divestiture condition is granted, CN has committed to invest at least $250 million in the Kansas City to Springfield/East St. Louis line to improve transit times, which will directly help Illinois manufacturers and farmers as well as create new economic opportunity for the region without adding to congestion in Chicago. CN's plan will also create a viable alternative to trucks, diverting an estimated many thousands of trucks per year from the congested highways.

The Village of University Park is proud of our strong relationship with CN. CN's request that the Surface Transportation Board grant their divestiture conditions aligns with the neighborly and customer-focused approach to business that CN has demonstrated since the inception of our relationship. We urge the STB to realize the public interest benefits of CN's divestiture condition and encourage the Board work closely with University Park, CN and all relevant parties to promote regional competition and customer choice.

Sincerely,

Joseph E. Roudez III
Mayor
Village of University Park

cc: Parties of Record

PUBLIC VERSION

ECONOMIC ALLIANCE OF KANKAKEE COUNTY

Jeff Hammes, Chair
Peoples Bank

Dr. Michael Boyd, Vice Chair
Kankakee Community College

Jeff Bennett
McColly Bennett Real Estate

David Johns
Geoffrey, Johns & Associates

Melissa Kahoun
Aqua Illinois

Phil Kambic
Riverside Healthcare

Chad Miller
Kankakee County Board

Stephen Liehr
Kankakee County Board

Steve Magruder
IBEW retired

Pat Martin
Midland States Bank

Theodis Pace
Kankakee County NAACP

Samuel Payton
Kankakee County Board

Maureen Powell
CSL Behring Kankakee

Christopher Shride
Amita Health

Russell Tobey
Kankakee Valley Construction Co.

Andrew Wheeler
Kankakee County Board

January 21, 2022

The Honorable Cynthia T. Brown Chief
Section of Administration Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

Dear Ms. Brown:

On behalf of ǘKŜ 9ǑƻƴƻƴƛǑ !ƭƭƛƖƴǑŜ ƻƬ YƖƴƪƖƖŜŜ /ƻƽƴǘȅ, I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern's (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

CP and KCS have demonstrated they intend to focus their operations and plans for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger. They have made it clear in their merger application they will divert traffic from the Kansas City to Springfield/East St. Louis line and do not plan to invest in that line, leaving the track to slowly degrade and reducing the competitive shipping options for customers in YƖƴƪƖƖŜŜ /ƻƽƴǘȅ that rely on this line to efficiently move goods to domestic and international markets. Without the proposed CN condition, we are concerned that CP's plan will reduce a competitive option over the overlapping corridor and have a detrimental effect on my community.

¢KŜ 9ǑƻƴƻƴƛǑ !ƭƭƛƖƴǑŜ ƻƬ YƖƴƪƖƖŜŜ /ƻƽƴǘȅ asks the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested ŘƛǾŜǎǘƛǘƽƛŜ condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would eliminate the risk of a languishing corridor to create new single-line service between Kansas City, YƖƴƪƖƖŜŜ /ƻƽƴǘȅ, Chicago and Detroit – directly competing with the service that would be provided by CP-KCS. While new beneficial service will be available, no options will be lost as KCS will retain access to the divested lines. If the divestiture condition is granted, CN has committed to invest at least $250 million in the Kansas City to Springfield/East St. Louis line to improve transit times, which will directly help our manufacturers and farmers as well as creating new economic opportunity foƝ YƖƴƪƖƖŜŜ /ƻƽƴǘȅ. CN's plan will also create a viable alternative to trucks, diverting an estimated many thousands of trucks per year from the congested highways.

The Economic Alliance of Kankakee County is a 501c6 public/private partnership tasked with encouraging and facilitating new investment in the greater Chicago community of Kankakee County, Illinois. NOTE: Pursuant to Sections 501(c)(6) and 6113 of the Internal Revenue Code, contributions made to the Economic Alliance of Kankakee County are not deductible for federal income tax purposes as charitable contributions.

200 E. Court St. Suite 507 Kankakee, IL 60901 | Phone: 815-935-1177 | kankakeecountyed.org

PUBLIC VERSION

ECONOMIC ALLIANCE OF KANKAKEE COUNTY

Jeff Hammes, Chair
Peoples Bank

Dr. Michael Boyd, Vice Chair
Kankakee Community College

Jeff Bennett
McColly Bennett Real Estate

David Johns
Geoffrey, Johns & Associates

Melissa Kahoun
Aqua Illinois

Phil Kambic
Riverside Healthcare

Chad Miller
Kankakee County Board

Stephen Liehr
Kankakee County Board

Steve Magruder
IBEW retired

Pat Martin
Midland States Bank

Theodis Pace
Kankakee County NAACP

Samuel Payton
Kankakee County Board

Maureen Powell
CSL Behring Kankakee

Christopher Shride
Amita Health

Russell Tobey
Kankakee Valley Construction Co.

Andrew Wheeler
Kankakee County Board

The Economic Alliance of Kankakee County is proud of our strong relationship with CN. Many of the food, plastic and steel manufacturers, along with several distribution warehouses in and around Kankakee County utilize the railways. Rail access is a strong selling point to many potential investors to expand developments in our region, and we look forward to that continued growth. CN's request that the Surface Transportation Board grant their divestiture conditions aligns with the neighborly and customer-focused approach to business that CN has demonstrated since the inception of our relationship. We urge the STB to realize the public interest benefits of CN's divestiture condition and encourage the Board work closely with the Economic Alliance of Kankakee County, CN and all relevant parties to promote regional competition and customer choice.

Sincerely,

Timothy O. Nugent
President/CEO

cc: Parties of Record

PUBLIC VERSION

340 Michigan St SE
P.O. Box 609
Hutchinson, MN 55350

AGRI TRADING

320-587-2133
800-328-5189
Fax 320-587-5816

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

Dear Ms. Brown:

On behalf of AgriTrading, I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern's (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

CP and KCS have demonstrated they intend to focus their operations and plans for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger. They have made it clear in their merger application they will divert traffic from the Kansas City to Springfield/East St. Louis line and do not plan to invest in that line, leaving the track to slowly degrade and reducing the competitive shipping options for AgriTrading and other shippers like us that rely on this corridor to efficiently move goods to and from Kansas City markets. Without the proposed CN condition, we are concerned that CP's plan will reduce a competitive option over the overlapping corridor.

AgriTrading asks the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested divesture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would eliminate the risk of a languishing corridor to create new single-line service between Kansas City, Chicago and Detroit – directly competing with the service that would be provided by CP-KCS. While new service will be available, no options will be lost as KCS will retain access to the divested lines. This new competitive service will be particularly beneficial to AgriTrading as we utilize multiple locations on this line and having it served by multiple railroads will lead to better pricing and better service.

If the divestiture condition is granted, CN has committed to invest in the Kansas City to Springfield/East St. Louis line to improve transit times over the line. CN's plan will create a viable alternative to trucks, diverting an estimated many thousands of trucks per year from the congested highways.

AgriTrading is proud of our strong 45 year relationship with CN and other Railroads where we ship various commodities that service the Renewable Fuels Sector as well as the animal Feed sector. CN's

request that the Surface Transportation Board grant their divestiture conditions aligns with the customer-focused approach to business that CN has demonstrated since the inception of our relationship. We hope the STB will also realize the customer-focused public interest benefits of CN's divestiture condition and will work closely with AgriTrading, CN and all relevant parties to promote regional competition and customer choice.

Sincerely,

Jon DeRock
Chief Financial Officer
AgriTrading

cc: Parties of Record

AGROCORP PROCESSING

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

Dear Ms. Brown:

On behalf of Agrocorp Processing LTD., I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern's (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

CP and KCS have demonstrated they intend to focus their operations and plans for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger. This will reduce the competitive shipping options for Agrocorp Processing LTD and other shippers like us that rely on this corridor to efficiently move goods to and from Kansas City markets. Without the proposed CN condition, we are concerned that our competitive options will be reduced over the overlapping corridor.

Agrocorp Processing LTD asks the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested divesture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would create a new single-line service between Kansas City, Chicago, and Detroit – directly competing with the service that would be provided by CP-KCS. while new service will be available, no options will be lost as KCS will retain access to the divested lines. If the divestiture condition is granted, CN has committed to invest in the Kansas City to Springfield/East St. Louis line to improve transit times over the line. CN's plan will create a viable alternative to trucks, diverting an estimated many thousands of trucks per year from the congested highways.

Unit 210B – 254 Edmonton Street, Winnipeg, MB, Canada R3C 3Y4
www.agrocorp.ca | trade@agrocorp.ca | (604) 681 8675 | (866) 337 4559

CN's request that the Surface Transportation Board grant their divestiture conditions aligns with the customer-focused approach to business that CN has demonstrated as a long term service provider. We hope the STB will also realize the customer-focused public interest benefits of CN's divestiture condition and will work closely with Agrocorp Processing LTD, CN and all relevant parties to promote regional competition and customer choice.

Sincerely,

Valeriy Bolgarov

Valeriy Bolgarov
Trade Execution Manager and Trader

cc: Parties of Record

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

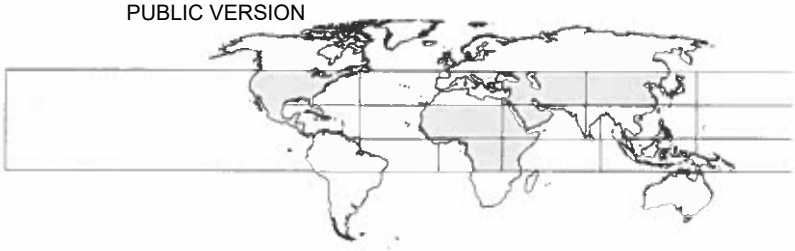
Dear Ms. Brown:

On behalf of AJC International Inc, I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern's (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

CP and KCS have demonstrated they intend to focus their operations and plans for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger. This will reduce the competitive shipping options for AJC International Inc and other shippers like us that rely on this corridor to efficiently move goods to and from Kansas City markets. Without the proposed CN condition, we are concerned that our competitive options will be reduced over the overlapping corridor.

AJC International Inc asks the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested divesture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would create a new single-line service between Kansas City, Chicago, and Detroit – directly competing with the service that would be provided by CP-KCS. while new service will be available, no options will be lost as KCS will retain access to the divested lines. If the divestiture condition is granted, CN has committed to invest in the Kansas City to Springfield/East St. Louis line to improve transit times over the line. CN's plan will create a viable alternative to trucks, diverting an estimated many thousands of trucks per year from the congested highways.

CN's request that the Surface Transportation Board grant their divestiture conditions aligns with the customer-focused approach to business that CN has demonstrated as a long term service provider. We hope the STB will also realize the customer-focused public interest benefits of CN's divestiture condition and will work closely with Ricardo Monteiro, CN and all relevant parties to promote regional competition and customer choice.



Sincerely,

Ricardo Monteiro
Director, Global Transportation

ANGELO'S GARDEN CENTRE

1801 Highway 7 Concord, Ontario Canada

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

Dear Ms. Brown:

On behalf of Angelo's Garden Centre, I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern's (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

CP and KCS have demonstrated they intend to focus their operations and plans for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger. They have made it clear in their merger application they will divert traffic from the Kansas City to Springfield/East St. Louis line and do not plan to invest in that line, leaving the track to slowly degrade and reducing the competitive shipping options for Angelo's Garden Centre and other shippers like us that rely on this corridor to efficiently move goods to and from Kansas City markets. Without the proposed CN condition, we are concerned that CP's plan will reduce a competitive option over the overlapping corridor.

Angelo's Garden Centre asks the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested divesture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would eliminate the risk of a languishing corridor to create new single-line service between Kansas City, Chicago and Detroit – directly competing with the service that would be provided by CP-KCS. While new service will be available, no options will be lost as KCS will retain access to the divested lines. This new competitive service will be particularly beneficial to intermodal customers like Angelo's Garden Centre. We will gain a new option for single-line service to ports served by CN – helping implement the USMCA.

If the divestiture condition is granted, CN has committed to invest in the Kansas City to Springfield/East St. Louis line to improve transit times over the line. CN's plan will create a viable alternative to trucks, diverting an estimated many thousands of trucks per year from the congested highways.

Angelo's Garden Centre is proud of our strong 15 year relationship with CN and TransX/H&R. We have been shipping with rail companies for more then 15 years and we have found that the more rail lines available to transport companies the more completion there is and the more competitive pricing they can

offer us.CN's request that the Surface Transportation Board grant their divestiture conditions aligns with the customer-focused approach to business that CN has demonstrated since the inception of our relationship. We hope the STB will also realize the customer-focused public interest benefits of CN's divestiture condition and will work closely with Angelo's Garden Centre, TransX and all relevant parties to promote regional competition and customer choice.

Sincerely,

Carlo Ammendolia
Owner

cc: Parties of Record

PUBLIC VERSION

Atlantic Container Line

50 Cardinal Drive • Westfield, New Jersey 07090 • Tel.: 908-518-5300

Writer's Direct Number:

Phone: (908) 518-5710
Fax: (908) 518-7326
E-mail: BMcBride@ACLCargo.com

January 14, 2022

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

Dear Ms. Brown:

On behalf of Atlantic Container Line, I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern's (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

CP and KCS have demonstrated they intend to focus their operations and plans for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger. This will reduce the competitive shipping options for Atlantic Container Line and other shippers like us that rely on this corridor to efficiently move goods to and from Kansas City markets. Without the proposed CN condition, we are concerned that our competitive options will be reduced over the overlapping corridor.

Atlantic Container Line asks the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested divesture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would create a new single-line service between Kansas City, Chicago, and Detroit – directly competing with the service that would be provided by CP-KCS. while new service will be available, no options will be lost as KCS will retain access to the divested lines. If the divestiture condition is granted, CN has committed to invest in the Kansas City to Springfield/East St. Louis line to improve transit

Atlantic Container Line

times over the line. CN's plan will create a viable alternative to trucks, diverting an estimated many thousands of trucks per year from the congested highways.

CN's request that the Surface Transportation Board grant their divestiture conditions aligns with the customer-focused approach to business that CN has demonstrated as a long term service provider. We hope the STB will also realize the customer-focused public interest benefits of CN's divestiture condition and will work closely with Atlantic Container Line, CN and all relevant parties to promote regional competition and customer choice.

Sincerely,

Brian McBride

Brian McBride
Vice President Logistics

cc: Parties of Record

Battle River Railway

Box 128
Forestburg Alberta
T0B 1N0

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

Dear Ms. Brown:

On behalf of Battle River Railway (BRR) I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern's (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

CP and KCS have demonstrated they intend to focus their operations and plans for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger. This will reduce the competitive shipping options for our customers and other shippers like us that rely on this corridor to efficiently move goods to and from Kansas City markets. Without the proposed CN condition, we are concerned that our competitive options will be reduced over the overlapping corridor.

BRR asks the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested divesture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would create a new single-line service between Kansas City, Chicago, and Detroit – directly competing with the service that would be provided by CP-KCS. while new service will be available, no options will be lost as KCS will retain access to the divested lines. If the divestiture condition is granted, CN has committed to invest in the Kansas City to Springfield/East St. Louis line to improve transit times over the line. CN's plan will create a viable alternative to trucks, diverting an estimated many thousands of trucks per year from the congested highways.

CN's request that the Surface Transportation Board grant their divestiture conditions aligns with the customer-focused approach to business that CN has demonstrated as a long term service provider. We hope the STB will also realize the customer-focused public interest benefits of CN's divestiture condition and will work closely with BRR, CN and all relevant parties to promote regional competition and customer choice.

Sincerely,

Matthew Enright
GM, BRR

cc: Parties of Record

PUBLIC VERSION

BELLE PULSES LTD.
Tony or Francis Gaudet
P.O. Box 65
1101 Main Street
Bellevue, Sask.
S0K 3Y0
Bellevue: (306)423-5202 or: 877-423-5202
Fax: (306)423-6212
GST#R100459833
Email: bellepulses@sasktel.net

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The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

Dear Ms. Brown:

On behalf of Belle Pulses Ltd., I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern's (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

CP and KCS have demonstrated they intend to focus their operations and plans for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger. This will reduce the competitive shipping options for Belle Pulses Ltd. and other shippers like us that rely on this corridor to efficiently move goods to and from Kansas City markets. Without the proposed CN condition, we are concerned that our competitive options will be reduced over the overlapping corridor.

Belle Pulses Ltd. asks the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested divesture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would create a new single-line service between Kansas City, Chicago, and Detroit – directly competing with the service that would be provided by CP-KCS. while new service will be available, no options will be lost as KCS will retain access to the divested lines. If the divestiture condition is granted, CN has committed to invest in the Kansas City to Springfield/East St. Louis line to improve transit times over the line. CN's plan will create a viable alternative to trucks, diverting an estimated many thousands of trucks per year from the congested highways.

CN's request that the Surface Transportation Board grant their divestiture conditions aligns with the customer-focused approach to business that CN has demonstrated as a long term service provider. We hope the STB will also realize the customer-focused public interest benefits of CN's divestiture condition and will work closely with Belle Pulses Ltd., CN and all relevant parties to promote regional competition and customer choice.

Sincerely,

Belle Pulses Ltd.

cc: Parties of Record

BELLE PULSES LTD. Seal

PUBLIC VERSION

Big Sky Rail Corp. PO Box 3192
Regina, SK S4P 3G7

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

Dear Ms. Brown:

On behalf of Big Sky Rail Corp. (BGS), I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern's (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

CP and KCS have demonstrated they intend to focus their operations and plans for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger. This will reduce the competitive shipping options for BGS and other shippers like us that rely on this corridor to efficiently move goods to and from Kansas City markets. Without the proposed CN condition, we are concerned that our competitive options will be reduced over the overlapping corridor.

BGS asks the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested divesture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would create a new single-line service between Kansas City, Chicago, and Detroit – directly competing with the service that would be provided by CP-KCS. while new service will be available, no options will be lost as KCS will retain access to the divested lines. If the divestiture condition is granted, CN has committed to invest in the Kansas City to Springfield/East St. Louis line to improve transit times over the line. CN's plan will create a viable alternative to trucks, diverting an estimated many thousands of trucks per year from the congested highways.

CN's request that the Surface Transportation Board grant their divestiture conditions aligns with the customer-focused approach to business that CN has demonstrated as a long term service provider. We hope the STB will also realize the customer-focused public interest benefits of CN's divestiture condition and will work closely with BGS, CN and all relevant parties to promote regional competition and customer choice.

Sincerely,

Dane Kostenuk
BGS General Manager

PUBLIC VERSION

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

Dear Ms. Brown:

On behalf of Briercrest Grain Limited, I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern's (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

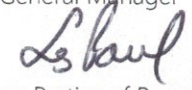
CP and KCS have demonstrated they intend to focus their operations and plans for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger. This will reduce the competitive shipping options for Briercrest Grain Limited and other shippers like us that rely on this corridor to efficiently move goods to and from Kansas City markets. Without the proposed CN condition, we are concerned that our competitive options will be reduced over the overlapping corridor.

Briercrest Grain Limited asks the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested divesture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would create a new single-line service between Kansas City, Chicago, and Detroit – directly competing with the service that would be provided by CP-KCS. while new service will be available, no options will be lost as KCS will retain access to the divested lines. If the divestiture condition is granted, CN has committed to invest in the Kansas City to Springfield/East St. Louis line to improve transit times over the line. CN's plan will create a viable alternative to trucks, diverting an estimated many thousands of trucks per year from the congested highways.

CN's request that the Surface Transportation Board grant their divestiture conditions aligns with the customer-focused approach to business that CN has demonstrated as a long term service provider. We hope the STB will also realize the customer-focused public interest benefits of CN's divestiture condition and will work closely with Briercrest Grain Limited, CN and all relevant parties to promote regional competition and customer choice.

Sincerely

Les Paul
General Manager



cc: Parties of Record

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

Dear Ms. Brown:

On behalf of Caneda Transport LTD, I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern's (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

CP and KCS have demonstrated they intend to focus their operations and plans for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger. This will reduce the competitive shipping options for Caneda Transport LTD and other shippers like us that rely on this corridor to efficiently move goods to and from Kansas City markets. Without the proposed CN condition, we are concerned that our competitive options will be reduced over the overlapping corridor.

Caneda Transport LTD asks the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested divesture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would create a new single-line service between Kansas City, Chicago, and Detroit – directly competing with the service that would be provided by CP-KCS. while new service will be available, no options will be lost as KCS will retain access to the divested lines. If the divestiture condition is granted, CN has committed to invest in the Kansas City to Springfield/East St. Louis line to improve transit times over the line. CN's plan will create a viable alternative to trucks, diverting an estimated many thousands of trucks per year from the congested highways.

CN's request that the Surface Transportation Board grant their divestiture conditions aligns with the customer-focused approach to business that CN has demonstrated as a long term service provider. We hope the STB will also realize the customer-focused public interest benefits of CN's divestiture condition and will work closely with Caneda Transport LTD, CN and all relevant parties to promote regional competition and customer choice.

Sincerely,

Scott Nielson
Director of Sales & Logistics

cc: Parties of Record

PUBLIC VERSION

CDS Group of Companies
CDS Transload
CDS Cold Storage
CDS Customs Services Ltd
Canadian Dry Storage Ltd
Canadian Distribution Services Ltd

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

Dear Ms. Brown:

On behalf of CDS Transportation Services LTD, I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern's (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

CP and KCS have demonstrated they intend to focus their operations and plans for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger. They have made it clear in their merger application they will divert traffic from the Kansas City to Springfield/East St. Louis line and do not plan to invest in that line, leaving the track to slowly degrade and reducing the competitive shipping options for CDS Transportation Services LTD and other shippers like us that rely on this corridor to efficiently move goods to and from Kansas City markets. Without the proposed CN condition, we are concerned that CP's plan will reduce a competitive option over the overlapping corridor.

CDS Transportation Services LTD asks the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested divesture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would eliminate the risk of a languishing corridor to create new single-line service between Kansas City, Chicago and Detroit – directly competing with the service that would be provided by CP-KCS. While new service will be available, no options will be lost as KCS will retain access to the divested lines. This new competitive service will be particularly beneficial to intermodal customers like CDS Transportation Services LTD. We will gain a new option for single-line service to ports served by CN – helping implement the USMCA.

If the divestiture condition is granted, CN has committed to invest in the Kansas City to Springfield/East St. Louis line to improve transit times over the line. CN's plan will create a viable alternative to trucks, diverting an estimated many thousands of trucks per year from the congested highways.

CDS Transportation Services LTD is proud of our strong 15+ year relationship with CN and TransX/H&R. CN's request that the Surface Transportation Board grant their divestiture conditions aligns with the customer-focused approach to business that CN has demonstrated since the inception of our relationship. We hope the STB will also realize the customer-focused public interest benefits of CN's divestiture condition and will work closely with CDS Transportation Services LTD, TransX and all relevant parties to promote regional competition and customer choice.

Sincerely,

Jason Ando
Transportation Manager

18351 McCartney Way, Richmond, British Columbia, V6W0A1 CANADA
Main: (604) 279-0960 | Fax: (604) 279-0956 | Website: www.cdsltd.ca

CMB

CENTRAL METAL BUILDING, INC.

Serving Central Mississippi and Beyond

Office 601·936·3825

106 Diane Drive Richland, MS 39218

Ken Parker
Ken@centralmetalbuildings.com
Cell 601·720·7823

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

Dear Ms. Brown:

On behalf of Central Metal Buildings, I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern's (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

CP and KCS have demonstrated they intend to focus their operations and plans for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger. They have made it clear in their merger application they will divert traffic from the Kansas City to Springfield/East St. Louis line and do not plan to invest in that line, leaving the track to slowly degrade and reducing the competitive shipping options for Central Metal Buildings and other shippers like us that rely on this corridor to efficiently move goods to and from Kansas City markets. Without the proposed CN condition, we are concerned that CP's plan will reduce a competitive option over the overlapping corridor.

Central Metal Buildings asks the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested divesture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would eliminate the risk of a languishing corridor to create new single-line service between Kansas City, Chicago and Detroit – directly competing with the service that would be provided by CP-KCS. While new service will be available, no options will be lost as KCS will retain access to the divested lines.

If the divestiture condition is granted, CN has committed to invest in the Kansas City to Springfield/East St. Louis line to improve transit times over the line. CN's plan will create a viable alternative to trucks, diverting an estimated many thousands of trucks per year from the congested highways.

Central Metal Buildings is proud of our strong 2 year relationship with CN. CN's request that the Surface Transportation Board grant their divestiture conditions aligns with the customer-focused approach to business that CN has demonstrated since the inception of our relationship. We hope the STB will also realize the customer-focused public interest benefits of CN's divestiture condition and will work closely with Central Metal Buildings CN and all relevant parties to promote regional competition and customer choice.

PUBLIC VERSION

Sincerely,

Ken Parker
President

cc: Parties of Record

CHEMIN DE FER
SARTIGAN
RAILWAY

PUBLIC VERSION

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

Dear Ms. Brown:

On behalf of Sartigan Railway, I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern's (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

CP and KCS have demonstrated they intend to focus their operations and plan for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger. They have made it clear in their merger application they will divert traffic from the Kansas City to Springfield/East St. Louis line and do not plan to invest in that line, leaving the track to slowly degrade and reducing the competitive shipping options for our customers that rely on this corridor to efficiently move goods to and from Kansas City markets.

We have multiple lumber shippers who ship through this lane to reach Kansas City and other Midwestern destinations. The two grain terminals on our railway, ComAgro Inc and Aliments Breton Foods Canada Inc source their grain from suppliers on this line or from suppliers who route the traffic through this lane.

Without the proposed CN condition, we are concerned that CP's plan will reduce a competitive option over the overlapping corridor.

CFS-Sartigan Railway asks the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested divesture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would eliminate the risk of a languishing corridor to create new single-line service between Kansas City, Chicago and Detroit – directly competing with the service that would be provided by CP-KCS. While new

399, Rue Jean-Marie Rousseau, Vallée-Jonction, Québec, G0S 3J0
Courriel : stephan.vachon@sartigan.ca
www.sartigan.ca
Téléphone : 418-209-5848

PUBLIC VERSION

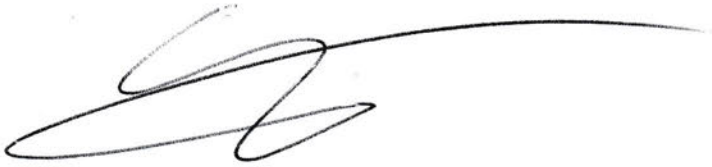
service will be available, no options will be lost as KCS will retain access to the divested lines. We will gain a new option for single-line service to ports served by CN – helping implement the USMCA.

If the divestiture condition is granted, CN has committed to invest in the Kansas City to Springfield/East St. Louis line to improve transit times over the line. CN's plan will create a viable alternative to trucks, diverting an estimated many thousands of trucks per year from the congested highways.

Sartigan Railway is proud of our strong 9-year relationship with CN. CN has been a true business partner helping our company to develop new customers and return rail service to an abandoned railway line with many economic and environmental benefits for the communities served.

CN's request that the Surface Transportation Board grant their divestiture conditions aligns with the customer-focused approach to business that CN has demonstrated since the inception of our relationship. We hope the STB will also realize the customer-focused public interest benefits of CN's divestiture condition and will work closely with Sartigan Railway, CN and all relevant parties to promote regional competition and customer choice.

Sincerely,



Stephan Vachon, co-owner & general manager
CFS-Sartigan Railway

cc: Parties of Record

399, Rue Jean-Marie Rousseau, Vallée-Jonction, Québec, G0S 3J0
Courriel : stephan.vachon@sartigan.ca
www.sartigan.ca
Téléphone : 418-209-5848

CHEP
A Brambles Company

Canada
7400 East Danbro Crescent
Mississauga, Ontario
L5N 8C6
Canada
Tel: +1 905 790 2437

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

Dear Ms. Brown:

On behalf of CHEP Canada, I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern's (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

CP and KCS have demonstrated they intend to focus their operations and plans for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger. They have made it clear in their merger application they will divert traffic from the Kansas City to Springfield/East St. Louis line and do not plan to invest in that line, leaving the track to slowly degrade and reducing the competitive shipping options for [CHEP Canada] and other shippers like us that rely on this corridor to efficiently move goods to and from Kansas City markets. Without the proposed CN condition, we are concerned that CP's plan will reduce a competitive option over the overlapping corridor.

CHEP Canada] asks the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested divesture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would eliminate the risk of a languishing corridor to create new single-line service between Kansas City, Chicago and Detroit – directly competing with the service that would be provided by CP-KCS. While new service will be available, no options will be lost as KCS will retain access to the divested lines. This new competitive service will be particularly beneficial to intermodal customers like CHEP Canada . We will gain a new option for single-line service to ports served by CN – helping implement the USMCA.

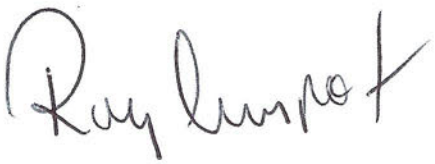
If the divestiture condition is granted, CN has committed to invest in the Kansas City to Springfield/East St. Louis line to improve transit times over the line. CN's plan will create a viable alternative to trucks, diverting an estimated many thousands of trucks per year from the congested highways.

CHEP
A Brambles Company

Canada
7400 East Danbro Crescent
Mssissauga, Ontario
L5N 8C6
Canada
Tel: +1 905 790 2437

CHEP Canada is proud of our strong 20 plus year relationship with CN. CHEP partners with CN Rail within Canada and cross border to and from North East US and Mid-West. CN services CHEP Canada customers reliably and economically in those region and markets. Over the years, CN Rail have met and exceeded CHEP Canada expectations and continues to offer new solutions growing partnership and business relationship. CN's request that the Surface Transportation Board grant their divestiture conditions aligns with the customer-focused approach to business that CN has demonstrated since the inception of our relationship. We hope the STB will also realize the customer-focused public interest benefits of CN's divestiture condition and will work closely with CHEP Canada, CN and all relevant parties to promote regional competition and customer choice.

Sincerely,



Roy Gunpat
Manager, Transportation and Logistics

LOGISTICS
7400 E DANBRO CRESCENT
MISSISSAUGA, ONTARIO L5N 8C6

TEL: 647-799-1564
Roy.Gunpat@chep.com

A BRAMBLES COMPANY

CHEP

HANDLING THE WORLD'S MOST IMPORTANT PRODUCTS everyday.

cc: Parties of Record

CHESTER STORE
2229 State Street
Chester, IL 62233
618-826-4502

PUBLIC VERSION

CONSTRUCTION SUPPLY

RED BUD STORE
1250 W. Market Street
Red Bud, IL 62278
618-826-4503

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

Dear Ms. Brown:

On behalf of Construction Supply, I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern's (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

CP and KCS have demonstrated they intend to focus their operations and plans for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger. They have made it clear in their merger application they will divert traffic from the Kansas City to Springfield/East St. Louis line and do not plan to invest in that line, leaving the track to slowly degrade and reducing the competitive shipping options for Construction Supply and other shippers like us that rely on this corridor to efficiently move goods to and from Kansas City markets. Without the proposed CN condition, we are concerned that CP's plan will reduce a competitive option over the overlapping corridor.

Construction Supply asks the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested divesture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would eliminate the risk of a languishing corridor to create new single-line service between Kansas City, Chicago and Detroit – directly competing with the service that would be provided by CP-KCS. While new service will be available, no options will be lost as KCS will retain access to the divested lines.

If the divestiture condition is granted, CN has committed to invest in the Kansas City to Springfield/East St. Louis line to improve transit times over the line. CN's plan will create a viable alternative to trucks, diverting an estimated many thousands of trucks per year from the congested highways.

Construction Supply is proud of our strong 11 year relationship with CN. Construction Supply is a distributor of building materials in the Midwest. We have a reload site on CN Track located in Du Quoin, Illinois. We are very satisfied with the service CN gives us. CN's request that the Surface Transportation Board grant their divestiture conditions aligns with the customer-focused approach to business that CN has demonstrated since the inception of our relationship. We hope the STB will also realize the customer-focused public interest benefits of CN's divestiture condition and will work closely with Construction Supply, CN and all relevant parties to promote regional competition and customer choice.

Sincerely,

John Roth

Construction Supply
President

cc: Parties of Record

Coca-Cola Canada Bottling Limited

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

Dear Ms. Brown:

On behalf of Coca Cola Canada Bottling Ltd (CCCBL), I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern's (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

CP and KCS have demonstrated they intend to focus their operations and plans for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger. This will reduce the competitive shipping options for CCCBL and other shippers like us that rely on this corridor to efficiently move goods to and from Kansas City markets. Without the proposed CN condition, we are concerned that our competitive options will be reduced over the overlapping corridor.

CCCBL asks the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested divesture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would create a new single-line service between Kansas City, Chicago, and Detroit – directly competing with the service that would be provided by CP-KCS. while new service will be available, no options will be lost as KCS will retain access to the divested lines. If the divestiture condition is granted, CN has committed to invest in the Kansas City to Springfield/East St. Louis line to improve transit times over the line. CN's plan will create a viable alternative to trucks, diverting an estimated many thousands of trucks per year from the congested highways.

CN's request that the Surface Transportation Board grant their divestiture conditions aligns with the customer-focused approach to business that CN has demonstrated as a long term service provider. We hope the STB will also realize the customer-focused

Coca-Cola Canada Bottling Limited

public interest benefits of CN's divestiture condition and will work closely with CCCBL, CN and all relevant parties to promote regional competition and customer choice.

Sincerely,

Dave Keenan
Director Transportation
Coca Cola Canada Bottling Ltd
dkeenan@cokecanada.com

cc: Parties of Record

Coca-Cola Canada Bottling Limited

Sincerely,

Coca-Cola Canada Bottling Limited

1840 London Line, Sarnia, Ontario N7T 7H2
Phone: (519) 542-3435
e-mail address: jeff@degroots.ca

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

February 1, 2022

Dear Ms. Brown:

On behalf of DeGroot's Nurseries, I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern's (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

CP and KCS have demonstrated they intend to focus their operations and plans for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger. They have made it clear in their merger application they will divert traffic from the Kansas City to Springfield/East St. Louis line and do not plan to invest in that line, leaving the track to slowly degrade and reducing the competitive shipping options for DeGroot's and other shippers like us that rely on this corridor to efficiently move goods to and from Kansas City markets. Without the proposed CN condition, we are concerned that CP's plan will reduce a competitive option over the overlapping corridor.

DeGroot's Nurseries asks the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested divesture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would eliminate the risk of a languishing corridor to create new single-line service between Kansas City, Chicago and Detroit – directly competing with the service that would be provided by CP-KCS. While new service will be available, no options will be lost as KCS will retain access to the divested lines. This new competitive service will be particularly beneficial to intermodal customers like Degroot's Nurseries. We will gain a

1840 London Line, Sarnia, Ontario N7T 7H2
Phone: (519) 542-3435
e-mail address: jeff@degroots.ca

new option for single-line service to ports served by CN – helping implement the USMCA.

If the divestiture condition is granted, CN has committed to invest in the Kansas City to Springfield/East St. Louis line to improve transit times over the line. CN's plan will create a viable alternative to trucks, diverting an estimated many thousands of trucks per year from the congested highways.

DeGroot's Nurseries is proud of our strong 10 year relationship with CN and TransX/H&R. We have had reliable competitive service during these years. CN's request that the Surface Transportation Board grant their divestiture conditions aligns with the customer-focused approach to business that CN has demonstrated since the inception of our relationship. We hope the STB will also realize the customer-focused public interest benefits of CN's divestiture condition and will work closely with DeGroot's Nurseries, TransX and all relevant parties to promote regional competition and customer choice.

Sincerely,

Jeff Baarschers

Nursery Manager

Landscape Canada

Landscape Ontario
HORTICULTURAL TRADES ASSOCIATION

1840 London Line, Sarnia, Ontario N7T 7H2
Phone: (519) 542-3435
e-mail address: jeff@degroots.ca

Landscape Canada

Landscape Ontario
HORTICULTURAL TRADES ASSOCIATION

DFK Enterprise, Inc.

Derek Kruk
President

944 Rockbridge Road
Naperville, Illinois 60540
February 4, 2022

Cynthia T. Brown

Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

Re: FD 36514, Canadian National Railway Company, Grand Trunk Corporation, and CN's Rail Operating Subsidiaries—Control—Kansas City Southern, the Kansas City Southern Railway Company, Gateway Eastern Railway Company, and the Texas Mexican Railway Company

Dear Ms. Brown:

My name is Derek Kruk, and I am President of DFK Enterprise (DFK). In my role, I am responsible for all company rail operations.

DFK Enterprise is a bulk oil trading and transportation company with ongoing rail operations in North America. DFK has used CN frequently over the last ten years to ship petroleum products from multiple Canadian locations into the US Midwest and Louisiana.

DFK Enterprise supports approval of CN's voting trust. We believe CN's proposed voting trust benefits KCS and its shareholders by creating the opportunity for them to make a fair, informed decision when choosing between the competing offers and by shielding them from the lengthy regulatory approval process that would arise following an acquisition of KCS by either CN or CP.

To ensure fair and transparent review of CN's voting trust, DFK Enterprise also supports CN's request that the STB review CN's voting trust agreement simultaneously with CP's proposed voting trust and that the review process include a brief public comment period. Such a review would ensure a level playing field for the bids.

DFK Enterprise is proud of our ten year relationship with CN and appreciate their outreach to us since April 20 regarding the proposed KCS-CN combination. Their voting trust—as well as their request that the STB review their voting trust concurrently with its review of CP's trust with a period for public comment—demonstrates the customer-focused approach to business that CN has demonstrated since the inception of our relationship. We look forward to seeing CN's commitment to fairness and efficiency reflected in the STB's review of the voting trust as well as the entire transaction.

Sincerely,

Derek Kruk

Derek Kruk
President

250-4299 Canada Way
Burnaby, BC, Canada
V5G 1H3

T 604-597-5060
F 604-597-4933

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

Dear Ms. Brown:

On behalf of DG Global Inc, I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern's (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

CP and KCS have demonstrated they intend to focus their operations and plan for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger. They have made it clear in their merger application they will divert traffic from the Kansas City to Springfield/East St. Louis line and do not plan to invest in that line, leaving the track to slowly degrade and reducing the competitive shipping options for DG Global Inc and other shippers like us that rely on this corridor to efficiently move goods to and from Kansas City markets. Without the proposed CN condition, we are concerned that CP's plan will reduce a competitive option over the overlapping corridor.

DG Global Inc asks the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested divesture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would eliminate the risk of a languishing corridor to create new single-line service between Kansas City, Chicago and Detroit – directly competing with the service that would be provided by CP-KCS. While new service will be available, no options will be lost as KCS will retain access to the divested lines. This new competitive service will be particularly beneficial to intermodal customers like DG Global Inc. We will gain a new option for single-line service to ports served by CN – helping implement the USMCA.

If the divestiture condition is granted, CN has committed to invest in the Kansas City to Springfield/East St. Louis line to improve transit times over the line. CN's plan will create a viable alternative to trucks, diverting an estimated many thousands of trucks per year from the congested highways.

DG Global Inc is proud of our strong 16-year relationship with CN; we rely on CN's services to service our customer base in the USA from our Canadian originations. CN's request that the Surface Transportation Board grant their divestiture conditions aligns with the customer-focused approach to business that CN has demonstrated since the inception of our relationship. We hope the STB will also realize the customer-focused

public interest benefits of CN's divestiture condition and will work closely with DG Global Inc, CN and all relevant parties to promote regional competition and customer choice.

Sincerely,

Mike Allaire
Director- Western Canada
DG Global West Inc.

cc: Parties of Record

PUBLIC VERSION

THE EQUITY

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

February 4, 2022

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

Dear Ms. Brown:

Effingham Equity is a 102-year-old agricultural cooperative that has our origin adjacent to the CN rail line in Effingham, IL. In the early days, our company was primarily a receiver of products that arrived by rail such as coal, hay, and feed ingredients. During the past 102 years we have utilized our rail access to grow our company from 53 farmer members at a single location in 1919 to over 5,000 farmer members across 18 locations encompassing more than 20,000 square miles in south central Illinois. Put simply, we do agriculture! We rely on the CN rail to bring us fertilizer and feed ingredients for our customers to successfully operate their farms. Additionally, as production agriculture has improved total output, we rely heavily on the CN rail to transport our grain to end users throughout their territory and to the export market.

On behalf of Effingham Equity, I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern's (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

CP and KCS have demonstrated they intend to focus their operations and plans for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger. They have made it clear in their merger application they will divert traffic from the Kansas City to Springfield/East St. Louis line and do not plan to invest in that line, leaving the track to slowly degrade and reducing the competitive shipping options for Effingham Equity and other shippers like us that rely on this corridor to efficiently move goods to and from East St Louis markets. Without the proposed CN condition, we are concerned that CP's plan will reduce a competitive option over the overlapping corridor.

Effingham Equity asks the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested divesture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would eliminate the risk of a languishing corridor to create new single-line service between Kansas City, Chicago and Detroit –

Ph: (217) 342-4101 • Toll Free: (800) 223-1337 • Fax: (217) 347-7601
P.O. Box 488 • 201 W. Roadway Ave. • Effingham, IL 62401

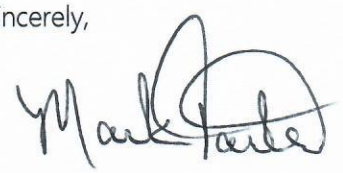
THE EQUITY

directly competing with the service that would be provided by CP-KCS. While new service will be available, no options will be lost as KCS will retain access to the divested lines.

If the divestiture condition is granted, CN has committed to invest in the Kansas City to Springfield/East St. Louis line to improve transit times over the line. CN's plan will create a viable alternative to trucks, diverting an estimated many thousands of trucks per year from the congested highways.

Effingham Equity is proud of our strong 102 year relationship with CN (previously IC). CN's request that the Surface Transportation Board grant their divestiture conditions aligns with the customer-focused approach to business that CN has demonstrated since the inception of our relationship. We hope the STB will also realize the customer-focused public interest benefits of CN's divestiture condition and will work closely with Effingham Equity, CN and all relevant parties to promote regional competition and customer choice.

Sincerely,



Mark Tarter
VP Grain
Effingham Equity

Events Logistics
WORLDWIDE INC.

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

Dear Ms. Brown:

On behalf of Events Logistics Worldwide Inc. I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern's (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

CP and KCS have demonstrated they intend to focus their operations and plans for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger. They have made it clear in their merger application they will divert traffic from the Kansas City to Springfield/East St. Louis line and do not plan to invest in that line, leaving the track to slowly degrade and reducing the competitive shipping options for Events Logistics Worldwide Inc. and other shippers like us that rely on this corridor to efficiently move goods to and from Kansas City markets. Without the proposed CN condition, we are concerned that CP's plan will reduce a competitive option over the overlapping corridor.

Events Logistics Worldwide Inc. asks the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested divesture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would eliminate the risk of a languishing corridor to create new single-line service between Kansas City, Chicago and Detroit – directly competing with the service that would be provided by CP-KCS. While new service will be available, no options will be lost as KCS will retain access to the divested lines. This new competitive service will be particularly beneficial to intermodal customers like Events Logistics Worldwide Inc.. We will gain a new option for single-line service to ports served by CN – helping implement the USMCA.

If the divestiture condition is granted, CN has committed to invest in the Kansas City to Springfield/East St. Louis line to improve transit times over the line. CN's plan will create a viable alternative to trucks, diverting an estimated many thousands of trucks per year from the congested highways.

Events Logistics Worldwide Inc. is proud of our strong 3 year relationship with CN. We are very happy with the timely, ecological and cost efficient service received from CN for our international cargo loads. CN's request that the Surface Transportation Board grant their divestiture conditions aligns with the customer-focused approach to business that CN has demonstrated since the inception of our relationship. We hope the STB will also realize

the customer-focused public interest benefits of CN's divestiture condition and will work closely with Events Logistics Worldwide Inc., CN and all relevant parties to promote regional competition and customer choice.

Sincerely,

Events Logistics Worldwide Inc.
Stephane St-Laurent
President

cc: Parties of Record

Events Logistics Worldwide Inc
407 RANG THIERSANT, SAINT-LOUIS, QC, J0G1K0 CANADA

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

Dear Ms. Brown:

On behalf of FINE CHOIDE FOODS, I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern's (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

CP and KCS have demonstrated they intend to focus their operations and plan for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger. They have made it clear in their merger application they will divert traffic from the Kansas City to Springfield/East St. Louis line and do not plan to invest in that line, leaving the track to slowly degrade and reducing the competitive shipping options for FINE CHOICE FOODS and other shippers like us that rely on this corridor to efficiently move goods to and from Kansas City markets. Without the proposed CN condition, we are concerned that CP's plan will reduce a competitive option over the overlapping corridor.

FINE CHOICE FOODS asks the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested divesture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would eliminate the risk of a languishing corridor to create new single-line service between Kansas City, Chicago, and Detroit – directly competing with the service that would be provided by CP-KCS. While new service will be available, no options will be lost as KCS will retain access to the divested lines. This new competitive service will be particularly beneficial to intermodal customers like FINE CHOICE FOODS. We will gain a new option for single-line service to ports served by CN – helping implement the USMCA.

If the divestiture condition is granted, CN has committed to invest in the Kansas City to Springfield/East St. Louis line to improve transit times over the line. CN's plan will create a viable alternative to trucks, diverting an estimated many thousands of trucks per year from the congested highways.

FINE CHOICE FOODS is proud of our strong 5-year relationship with CN and TransX/H&R. For example, we also move a lot of our products from West to East Canada by intermodal mode of transportation with a reasonable shipping cost than by shipping by road. CN's request that the Surface Transportation Board grant their divestiture conditions aligns with the customer-focused approach to business that CN has demonstrated since the inception of our relationship. We hope the STB will also realize the customer-focused public interest benefits of CN's divestiture condition and will work closely with FINE CHOICE FOODS, TransX and all relevant parties to promote regional competition and customer choice.

Sincerely,

Alfredo Wong (SCMP, CCLP, MBA)
Logistics Planner
Fine Choice Foods
23011 Fraserwood Way, Richmond BC, V6V 3B3
phone:(604)522-3110 Ext. 226
www.finechoicefoods.com

cc: Parties of Record

Grande Cheese

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

Dear Ms. Brown:

On behalf of TransX, I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern's (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

CP and KCS have demonstrated they intend to focus their operations and plans for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger. They have made it clear in their merger application they will divert traffic from the Kansas City to Springfield/East St. Louis line and do not plan to invest in that line, leaving the track to slowly degrade and reducing the competitive shipping options for Grande Cheese and other shippers like us that rely on this corridor to efficiently move goods to and from Kansas City markets. Without the proposed CN condition, we are concerned that CP's plan will reduce a competitive option over the overlapping corridor.

Grande Cheese asks the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested divesture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would eliminate the risk of a languishing corridor to create new single-line service between Kansas City, Chicago and Detroit – directly competing with the service that would be provided by CP-KCS. While new service will be available, no options will be lost as KCS will retain access to the divested lines. This new competitive service will be particularly beneficial to intermodal customers like Grande Cheese. We will gain a new option for single-line service to ports served by CN – helping implement the USMCA.

If the divestiture condition is granted, CN has committed to invest in the Kansas City to Springfield/East St. Louis line to improve transit times over the line. CN's plan will create a viable alternative to trucks, diverting an estimated many thousands of trucks per year from the congested highways.

Grande Cheese is proud of our strong 2 year relationship with CN and TransX/H&R.
CN's request that the Surface Transportation Board grant their divestiture conditions aligns with the customer-focused approach to business that CN has demonstrated since the inception of our relationship. We hope the STB will also realize the customer-focused public interest benefits of CN's divestiture condition and will work closely with Grande Cheese, TransX and all relevant parties to promote regional competition and customer choice.

Sincerely,

Joe Contardi
CEO

cc: Parties of Record

GROUPE DE SCIERIES G.D.S. INC.
Centre administratif
Administrative center

207, route 295
Dégelis (Québec)
Canada G5T 1R1

Tél. : (418) 853-2566
Fax : (418) 853-2569
www.groupgds.com

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

Dear Ms. Brown:

On behalf of Group GDS, I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern's (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

CP and KCS have demonstrated they intend to focus their operations and plans for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger. They have made it clear in their merger application they will divert traffic from the Kansas City to Springfield/East St. Louis line and do not plan to invest in that line, leaving the track to slowly degrade and reducing the competitive shipping options for Group GDS and other shippers like us that rely on this corridor to efficiently move goods to and from Kansas City markets. Without the proposed CN condition, we are concerned that CP's plan will reduce a competitive option over the overlapping corridor.

Group GDS asks the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested divesture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would eliminate the risk of a languishing corridor to create new single-line service between Kansas City, Chicago and Detroit – directly competing with the service that would be provided by CP-KCS. While new service will be available, no options will be lost as KCS will retain access to the divested lines. This new competitive service will be particularly beneficial to intermodal customers like Group GDS. We will gain a new option for single-line service to ports served by CN – helping implement the USMCA.

If the divestiture condition is granted, CN has committed to invest in the Kansas City to Springfield/East St. Louis line to improve transit times over the line. CN's plan will create a viable alternative to trucks, diverting an estimated many thousands of trucks per year from the congested highways.

Group GDS is proud of our strong 20 years relationship with CN. CN's request that the Surface Transportation Board grant their divestiture conditions aligns with the customer-focused approach to business that CN has demonstrated since the inception of our relationship. We hope the STB will also realize the customer-focused public interest benefits of CN's divestiture condition and will work closely with Group GDS, CN and all relevant parties to promote regional competition and customer choice.

Sincerely,

Frederic Deschenes
Sales Director

cc: Parties of Record

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

Dear Ms. Brown:

On behalf of HERITAGE GRAIN COOP, I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern's (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

CP and KCS have demonstrated they intend to focus their operations and plans for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger. They have made it clear in their merger application they will divert traffic from the Kansas City to Springfield/East St. Louis line and do not plan to invest in that line, leaving the track to slowly degrade and reducing the competitive shipping options for HERITAGE GRAIN COOP and other shippers like us that rely on this corridor to efficiently move goods to and from Kansas City markets. Without the proposed CN condition, we are concerned that CP's plan will reduce a competitive option over the overlapping corridor.

HERITAGE GRAIN COOP asks the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested divesture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would eliminate the risk of a languishing corridor to create new single-line service between Kansas City, Chicago and Detroit – directly competing with the service that would be provided by CP-KCS. While new service will be available, no options will be lost as KCS will retain access to the divested lines.

If the divestiture condition is granted, CN has committed to invest in the Kansas City to Springfield/East St. Louis line to improve transit times over the line. CN's plan will create a viable alternative to trucks, diverting an estimated many thousands of trucks per year from the congested highways.

HERITAGE GRAIN COOP is proud of our strong 20+ year relationship with CN. Currently we ship 25 car trains to southeast feed customers, adding this line would be beneficial to us by opening up opportunities to reach other markets. CN's request that the Surface Transportation Board grant their divestiture conditions aligns with the customer-focused approach to business that CN has demonstrated since the

inception of our relationship. We hope the STB will also realize the customer-focused public interest benefits of CN's divestiture condition and will work closely with HERITAGE GRAIN COOP, CN and all relevant parties to promote regional competition and customer choice.

Sincerely,

Stacey Longfellow
Heritage Grain Cooperative
Assistant General Manager

cc: Parties of Record

Independent Dispatch, Inc.

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

Dear Ms. Cynthia Brown,

On behalf of Independent Dispatch, Inc., I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern's (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

CP and KCS have demonstrated they intend to focus their operations and plans for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger. This will reduce the competitive shipping options for IDI, our customers, and other US shippers that rely on this corridor to efficiently move goods to and from Kansas City markets. Without the proposed CN condition, we are concerned that our competitive options will be limited over the overlapping corridor.

Independent Dispatch, Inc. asks the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested divesture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would create a new single-line service between Kansas City, Chicago, and Detroit – directly competing with the service that would be provided by CP-KCS. while new service will be available, no options will be lost as KCS will retain access to the divested lines. If the divestiture condition is granted, CN has committed to invest in the Kansas City to Springfield/East St. Louis line to improve transit times over the line. CN's plan will create a viable alternative to trucks which will improve congestion on highways, reduce carbon emissions and help shippers move their freight as the driver shortage continues.

CN's request that the Surface Transportation Board grant their divestiture conditions aligns with the customer-focused approach to business that CN has demonstrated as a long-term service provider. We hope the STB will also realize the customer-focused public interest benefits of CN's divestiture condition and will work closely with IDI, US shippers, CN and all relevant parties to promote regional competition and customer choice.

Sincerely,

Erica L. Hill
Independent Dispatch, Inc.
ehill@independentdispatch.com

PUBLIC VERSION

Intermobil Box 3192 Stn Main
Regina, SK S4P 3G7

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

Dear Ms. Brown:

On behalf of Intermobil, I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern's (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

CP and KCS have demonstrated they intend to focus their operations and plans for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger. This will reduce the competitive shipping options for Intermobil and other shippers like us that rely on this corridor to efficiently move goods to and from Kansas City markets. Without the proposed CN condition, we are concerned that our competitive options will be reduced over the overlapping corridor.

Intermobil asks the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested divesture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would create a new single-line service between Kansas City, Chicago, and Detroit – directly competing with the service that would be provided by CP-KCS. while new service will be available, no options will be lost as KCS will retain access to the divested lines. If the divestiture condition is granted, CN has committed to invest in the Kansas City to Springfield/East St. Louis line to improve transit times over the line. CN's plan will create a viable alternative to trucks, diverting an estimated many thousands of trucks per year from the congested highways.

CN's request that the Surface Transportation Board grant their divestiture conditions aligns with the customer-focused approach to business that CN has demonstrated as a long term service provider. We hope the STB will also realize the customer-focused public interest benefits of CN's divestiture condition and will work closely with Intermobil, CN and all relevant parties to promote regional competition and customer choice.

Sincerely,

Kent Affleck
Division Head; Mobil Group of Companies

Jon Stricker
Intermobil Terminal Manager

cc: Parties of Record

Jefo Nutrition Inc.
5020 Avenue Jefo, C.P. 325
Saint-Hyacinthe, Québec
Canada, J2S 7B6
T 450 799 2000
F 450 778 1338

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

St Hyacinthe, Monday January 31, 2022

Chère Madame Brown,

JEFO NUTRITION INC is Canadian leader for Animal Feed. We manage a large volume of our activities with and through USA and a big share of them are connected to railway transport, including CN rail : 8,000 Teu's a year import and export, USA supplies shipped by full waggons, Multimodal service to deliver USA customers and our USA distribution centers, and a wish that our weekly flows to Mexico could move from Road to Multimodal.
JEFO Group owns a private rail infrastructure in a Québec small city and it is served by CN rail almost daily. Up to 135 wagons can be parked on our tracks.
We are highly connected to North American agro-food industry.

On behalf of JEFO NUTRITION INC, I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern's (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

CP and KCS have demonstrated they intend to focus their operations and plans for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger.

As per public information displayed CP-KCS have made it clear in their merger application they will divert traffic from the Kansas City to Springfield/East St. Louis line and do not plan to invest in that line, leaving the track to slowly degrade.
As top considerations for JEFO NUTRITION INC, that rail solutions should receive priority to support environment sustainability concerns, reduction of carbon footprint, enhance and we believe both USA and Canadian governments should always both decide THE COHERENCE must remain core objectives.
Increasing the competitive rail shipping options through maintaining and developing infrastructures **(which is in total coherence with President Biden huge plans)** should start by obvious and easy decisions to be made and built.

We believe CN Rail is right to apply from Surface Transportation Board the Kansas City to Springfield and East Saint Louis corridor to be allocated to them. In order to increase competition and efficiency move goods to and from Kansas City markets. Without the proposed CN condition, we are concerned that CP's plan will reduce a competitive option over the overlapping corridor.

Jefo Nutrition Inc.
5020 Avenue Jefo, C.P. 325
Saint-Hyacinthe, Québec
Canada, J2S 7B6
T 450 799 2000
F 450 778 1338

JEFO NUTRITONS INC kindly asks the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested divesture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would eliminate the risk of a languishing corridor to create new single-line service between

Kansas City, Chicago and Detroit – directly competing with the service that would be provided by CP-KCS. While new service will be available, no options will be lost as KCS will retain access to the divested lines.

This new competitive service will be particularly beneficial to intermodal customers like JEFO NUTRITIONS INC. We will gain a new option for single-line service to ports served by CN – helping implement the USMCA.

If the divestiture condition is granted, CN has committed to invest in the Kansas City to Springfield/East St. Louis line to improve transit times over the line. CN's plan will create a viable alternative to trucks, diverting an estimated many thousands of trucks per year from the congested highways.

JEFO NUTRITION INC is proud of our strong 25 years relationship with CN and like many companies we rely on CN network and resources, and others, to optimise our supply chain and support sustainable developments in transport.

CN's request that the Surface Transportation Board grant their divestiture conditions aligns with the customer-focused approach to business that CN has demonstrated since the inception of our relationship. We hope the STB will also realize the customer-focused public interest benefits of CN's divestiture condition and will work closely with JEFO NUTRITION INC, CN and all relevant parties to promote regional competition and customer choice.

Truly and logisticaly yours,

Frédéric Houdoyer, Director of Operations, Jefo Nutritions
On Behalf Mr Jean-François Fontaine, Jefo Group Vice-President.

cc: Parties of Record

PLANTERS

JOHNVINCE FOODS

Jan 25, 2022

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

Dear Ms. Brown:

On behalf of, I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern' s (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

CP and KCS have demonstrated they intend to focus their operations and plan for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger. This will reduce the competitive shipping options for Johnvince Foods and other shippers like us that rely on this corridor to efficiently move goods to and from Kansas City markets. Without the proposed CN condition, we are concerned that our competitive options and prices will be reduced over the overlapping corridor.

Johnvince Foods asks the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested divesture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would create a new single-line service between Kansas City, Chicago, and Detroit – directly competing with the service that would be provided by CP-KCS. while new service will be available, no options will be lost as KCS will retain access to the divested lines. If the divestiture condition is granted, CN has committed to invest in the Kansas City to Springfield/East St. Louis line to improve transit times over the line. CN's plan will create a viable alternative to trucks, diverting an estimated many thousands of trucks per year from the congested highways.

CN's request that the Surface Transportation Board grant their divestiture conditions aligns with the customer-focused approach to business that CN has demonstrated as a long-term service provider. We hope the STB will also realize the customer-focused public interest benefits of CN's divestiture condition and will work closely with Johnvince Foods, CN and all relevant parties to promote regional competition and customer choice.

Sincerely,

LDV

Luis Deviveiros
Vice President of Operations
Johnvince Foods/Planters Canada

cc: Parties of Record

555 Steeprock Drive Toronto ON Canada M3J 2Z6 t 416 636 6146 f 416 636 6177 www.johnvince.com

KFI Inc
6295 Kestrel Rd

Mississauga, ON L5T 1Z4

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

Dear Ms. Brown:

On behalf of TransX, I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern's (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

CP and KCS have demonstrated they intend to focus their operations and plans for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger. They have made it clear in their merger application they will divert traffic from the Kansas City to Springfield/East St. Louis line and do not plan to invest in that line, leaving the track to slowly degrade and reducing the competitive shipping options for KFI and other shippers like us that rely on this corridor to efficiently move goods to and from Kansas City markets. Without the proposed CN condition, we are concerned that CP's plan will reduce a competitive option over the overlapping corridor.

KFI asks the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested divesture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would eliminate the risk of a languishing corridor to create new single-line service between Kansas City, Chicago and Detroit – directly competing with the service that would be provided by CP-KCS. While new service will be available, no options will be lost as KCS will retain access to the divested lines. This new competitive service will be particularly beneficial to intermodal customers like KFI. We will gain a new option for single-line service to ports served by CN – helping implement the USMCA.

If the divestiture condition is granted, CN has committed to invest in the Kansas City to Springfield/East St. Louis line to improve transit times over the line. CN's plan will create a viable alternative to trucks, diverting an estimated many thousands of trucks per year from the congested highways.

KFI is proud of our strong 8 year relationship with CN and TransX/H&R.
CN's request that the Surface Transportation Board grant their divestiture conditions aligns with the customer-focused approach to business that CN has demonstrated since the inception of our relationship. We hope the STB will also realize the customer-focused public interest benefits of CN's divestiture condition

and will work closely with KFI, TransX and all relevant parties to promote regional competition and customer choice.

PUBLIC VERSION

Sincerely,

Ravi Kumar Angirekula
Plant Manger

cc: Parties of Record

PUBLIC VERSION

KRISTOM INTERNATIONAL

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

Dear Ms. Brown:

On behalf of [Kristom International], I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern's (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

CP and KCS have demonstrated they intend to focus their operations and plans for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger. This will reduce the competitive shipping options for [Kristom International] and other shippers like us that rely on this corridor to efficiently move goods to and from Kansas City markets. Without the proposed CN condition, we are concerned that our competitive options will be reduced over the overlapping corridor.

[Kristom International] asks the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested divesture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would create a new single-line service between Kansas City, Chicago, and Detroit – directly competing with the service that would be provided by CP-KCS. while new service will be available, no options will be lost as KCS will retain access to the divested lines. If the divestiture condition is granted, CN has committed to invest in the Kansas City to Springfield/East St. Louis line to improve transit times over the line. CN's plan will create a viable alternative to trucks, diverting an estimated many thousands of trucks per year from the congested highways.

CN's request that the Surface Transportation Board grant their divestiture conditions aligns with the customer-focused approach to business that CN has demonstrated as a long term service provider. We hope the STB will also realize the customer-focused public interest benefits of CN's divestiture condition and will work closely with [Kristom International], CN and all relevant parties to promote regional competition and customer choice.

Sincerely,

Jeffrey Clarke

President -Representative

cc: Parties of Record

PUBLIC VERSION

Last Mountain Railway PO Box 3192
Regina, SK S4P 3G7

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

Dear Ms. Brown:

On behalf of Last Mountain Railway (LMR), I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern's (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

CP and KCS have demonstrated they intend to focus their operations and plans for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger. This will reduce the competitive shipping options for LMR and other shippers like us that rely on this corridor to efficiently move goods to and from Kansas City markets. Without the proposed CN condition, we are concerned that our competitive options will be reduced over the overlapping corridor.

LMR asks the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested divesture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would create a new single-line service between Kansas City, Chicago, and Detroit – directly competing with the service that would be provided by CP-KCS. while new service will be available, no options will be lost as KCS will retain access to the divested lines. If the divestiture condition is granted, CN has committed to invest in the Kansas City to Springfield/East St. Louis line to improve transit times over the line. CN's plan will create a viable alternative to trucks, diverting an estimated many thousands of trucks per year from the congested highways.

CN's request that the Surface Transportation Board grant their divestiture conditions aligns with the customer-focused approach to business that CN has demonstrated as a long term service provider. We hope the STB will also realize the customer-focused public interest benefits of CN's divestiture condition and will work closely with LMR, CN and all relevant parties to promote regional competition and customer choice.

Sincerely,

Dane Kostenuk
LMR General Manager

Linear Grain inc

67 Centre Avenue West, Box 219
Carman, Manitoba Canada R0G 0J0
Tel 204.745.6747 Fax 204.745.6573
Email: linear@lineargrain.com

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

Dear Ms. Brown:

On behalf of Linear Grain Inc, I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern's (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

CP and KCS have demonstrated they intend to focus their operations and plans for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger. This will reduce the competitive shipping options for Linear Grain Inc and other shippers like us that rely on this corridor to efficiently move goods to and from Kansas City markets. Without the proposed CN condition, we are concerned that our competitive options will be reduced over the overlapping corridor.

Linear Grain Inc asks the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested divesture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would create a new single-line service between Kansas City, Chicago, and Detroit – directly competing with the service that would be provided by CP-KCS. while new service will be available, no options will be lost as KCS will retain access to the divested lines. If the divestiture condition is granted, CN has committed to invest in the Kansas City to Springfield/East St. Louis line to improve transit times over the line. CN's plan will create a viable alternative to trucks, diverting an estimated many thousands of trucks per year from the congested highways.

CN's request that the Surface Transportation Board grant their divestiture conditions aligns with the customer-focused approach to business that CN has demonstrated as a long term service provider. We

hope the STB will also realize the customer-focused public interest benefits of CN's divestiture condition and will work closely with Linear Grain Inc, CN and all relevant parties to promote regional competition and customer choice.

Sincerely,

Ryan McKnight
President
Linear Grain Inc

cc: Parties of Record

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

Dear Ms. Brown:

On behalf of Lotus Terminals LTD., I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Sothern's (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

CP and KCS have demonstrated they intend to focus their operations and plan for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger. They have made it clear in their merger application they will divert traffic from the Kansas City to Springfield/East St. Louis line and do not plan to invest in that line, leaving the track to slowly degrade and reducing the competitive shipping options for Lotus Terminals LTD and other shippers like us that rely on this corridor to efficiently move goods to and from Kansas City markets. Without the proposed CN condition, we are concerned that CP's plan will reduce a competitive option over the overlapping corridor.

Lotus Terminals LTD asks the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested divesture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would eliminate the risk of a languishing corridor to create new single-line service between Kansas City, Chicago, and Detroit – directly competing with the service that would be provided by CP-KCS. While new service will be available, no options will be lost as KCS will retain access to the divested lines. This new competitive service will be particularly beneficial to intermodal customers like Lotus Terminals LTD. We will gain a new option for single-line service to ports served by CN – helping implement the USMCA.

If the divestiture condition is granted, CN has committed to invest in the Kansas City to Springfield/East St. Louis line to improve transit times over the line. CN's plan will create a viable alternative to trucks, diverting an estimated many thousands of trucks per year from the congested highways.

Lotus Terminals LTD is proud of our strong relationship with CN.CN's request that the Surface Transportation Board grant their divestiture conditions aligns with the customer-focused approach to business that CN has demonstrated since the inception of our relationship. We hope the STB will also realize the customer-focused public interest benefits of CN's divestiture condition and will work closely with Lotus Terminals LTD, CN and all relevant parties to promote regional competition and customer choice.

Sincerely,

Marcus Patenaude

Intermodal Specialist

MEDITERRANEAN SHIPPING COMPANY

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

Dear Ms. Brown:

On behalf of Mediterranean Shipping Company (MSC) I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern's (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

CP and KCS have demonstrated they intend to focus their operations and plans for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger. This will reduce the competitive shipping options for MSC and other shippers like us that rely on this corridor to efficiently move goods to and from Kansas City markets. Without the proposed CN condition, we are concerned that our competitive options will be reduced over the overlapping corridor.

MSC asks the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested divesture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would create a new single-line service between Kansas City, Chicago, and Detroit – directly competing with the service that would be provided by CP-KCS. while new service will be available, no options will be lost as KCS will retain access to the divested lines. If the divestiture condition is granted, CN has committed to invest in the Kansas City to Springfield/East St. Louis line to improve transit times over the line. CN's plan will create a viable alternative to trucks, diverting an estimated many thousands of trucks per year from the congested highways.

CN's request that the Surface Transportation Board grant their divestiture conditions aligns with the customer-focused approach to business that CN has demonstrated as a long term service provider. We hope the STB will also realize the customer-focused public interest benefits of CN's divestiture condition and will work closely with MSC CN and all relevant parties to promote regional competition and customer choice.

Sincerely,

Jason Brooks
Vice President of Logistics

cc: Parties of Record

MEDITERRANEAN SHIPPING COMPANY

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

Dear Ms. Brown:

On behalf of Mediterranean Shipping Company (MSC) I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern's (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

CP and KCS have demonstrated they intend to focus their operations and plans for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger. This will reduce the competitive shipping options for MSC and other shippers like us that rely on this corridor to efficiently move goods to and from Kansas City markets. Without the proposed CN condition, we are concerned that our competitive options will be reduced over the overlapping corridor.

MSC asks the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested divesture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would create a new single-line service between Kansas City, Chicago, and Detroit – directly competing with the service that would be provided by CP-KCS. while new service will be available, no options will be lost as KCS will retain access to the divested lines. If the divestiture condition is granted, CN has committed to invest in the Kansas City to Springfield/East St. Louis line to improve transit times over the line. CN's plan will create a viable alternative to trucks, diverting an estimated many thousands of trucks per year from the congested highways.

CN's request that the Surface Transportation Board grant their divestiture conditions aligns with the customer-focused approach to business that CN has demonstrated as a long term service provider. We hope the STB will also realize the customer-focused public interest benefits of CN's divestiture condition and will work closely with MSC CN and all relevant parties to promote regional competition and customer choice.

Sincerely,

Robert Milazzo
EVP Intermodal

cc: Parties of Record

MMI FREIGHT SYSTEMS INC.
3484 Boul. des Sources
Suite 524
Dollard Des Ormeaux, QC, Canada
H9B 1Z9

514 798-1919(T)
1 877-798-1919
866 476-4777(F) ADMINISTRATION
855 215-3030(F) OPERATIONS

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

Dear Ms. Brown:

On behalf of MMI Freight Systems Inc. I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern's (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

CP and KCS have demonstrated they intend to focus their operations and plans for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger. They have made it clear in their merger application they will divert traffic from the Kansas City to Springfield/East St. Louis line and do not plan to invest in that line, leaving the track to slowly degrade and reducing the competitive shipping options for MMI Freight Systems Inc. and other shippers like us that rely on this corridor to efficiently move goods to and from Kansas City markets. Without the proposed CN condition, we are concerned that CP's plan will reduce a competitive option over the overlapping corridor.

MMI Freight Systems Inc. asks the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested divesture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would eliminate the risk of a languishing corridor to create new single-line service between Kansas City, Chicago and Detroit – directly competing with the service that would be provided by CP-KCS. While new service will be available, no options will be lost as KCS will retain access to the divested lines. This new competitive service will be particularly beneficial to intermodal customers like MMI Freight Systems Inc. We will gain a new option for single-line service to ports served by CN – helping implement the USMCA.

If the divestiture condition is granted, CN has committed to invest in the Kansas City to Springfield/East St. Louis line to improve transit times over the line. CN's plan will create a viable alternative to trucks, diverting an estimated many thousands of trucks per year from the congested highways.

MMI Freight Systems Inc.is proud of our strong 15-year relationship with CN and TransX/H&R, throughout our business dealings, MMI Freight Systems has been able to expand both our customer base and geographical positions to outside markets. We value and look forward to further expansion of our US market through TransX/CN partnership.
CN's request that the Surface Transportation Board grant their divestiture conditions aligns with the customer-focused approach to business that CN has demonstrated since the inception of our relationship. We hope the STB will also realize the customer-focused public interest benefits of CN's divestiture condition and will work closely with MMI Freight Systems Inc. TransX and all relevant parties to promote regional competition and customer choice.

Sincerely,
Tina Iannuzzi for MMI Freight Systems Inc..

Tina A. Iannuzzi

MMI Freight Systems Inc.
General Manager

cc: Parties of Record

PUBLIC VERSION

MobilEx Terminal Box 3192 Stn Main
Regina, SK S4P 3G7

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

Dear Ms. Brown:

On behalf of MobilEx Terminal, I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern's (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

CP and KCS have demonstrated they intend to focus their operations and plans for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger. This will reduce the competitive shipping options for MobilEx Terminal and other shippers like us that rely on this corridor to efficiently move goods to and from Kansas City markets. Without the proposed CN condition, we are concerned that our competitive options will be reduced over the overlapping corridor.

MobilEx Terminal asks the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested divesture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would create a new single-line service between Kansas City, Chicago, and Detroit – directly competing with the service that would be provided by CP-KCS. while new service will be available, no options will be lost as KCS will retain access to the divested lines. If the divestiture condition is granted, CN has committed to invest in the Kansas City to Springfield/East St. Louis line to improve transit times over the line. CN's plan will create a viable alternative to trucks, diverting an estimated many thousands of trucks per year from the congested highways.

CN's request that the Surface Transportation Board grant their divestiture conditions aligns with the customer-focused approach to business that CN has demonstrated as a long term service provider. We hope the STB will also realize the customer-focused public interest benefits of CN's divestiture condition and will work closely with MobilEx Terminal, CN and all relevant parties to promote regional competition and customer choice.

Sincerely,

Kent Affleck
Division Head; Mobil Group of Companies

Trevor Pennell
MobilEx Terminal Manager

cc: Parties of Record

National Silicates
an affiliate of PQ Corporation

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

Dear Ms. Brown:

On behalf of National Silicates, I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern's (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

CP and KCS have demonstrated they intend to focus their operations and plans for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger. They have made it clear in their merger application they will divert traffic from the Kansas City to Springfield/East St. Louis line and do not plan to invest in that line, leaving the track to slowly degrade and reducing the competitive shipping options for National Silicates and other shippers like us that rely on this corridor to efficiently move goods to and from Kansas City markets. Without the proposed CN condition, we are concerned that CP's plan will reduce a competitive option over the overlapping corridor.

National Silicates asks the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested divesture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would eliminate the risk of a languishing corridor to create new single-line service between Kansas City, Chicago and Detroit – directly competing with the service that would be provided by CP-KCS. While new service will be available, no options will be lost as KCS will retain access to the divested lines. This new competitive service will be particularly beneficial to carload customers like National Silicates. We will gain a new option for access to two of our sister manufacturing plants in the Midwest served along this corridor served by CN.

If the divestiture condition is granted, CN has committed to invest in the Kansas City to Springfield/East St. Louis line to improve transit times over the line. CN's plan will create a viable alternative to trucks, diverting an estimated many thousands of trucks per year from the congested highways.

National Silicates is proud of our strong 35+ year relationship with CN, working in partnership to serve 5 manufactures sites in Canada and 1 in Illinois. We work with CN in many areas from rail activity to customs brokerage, and export intermodal. CN's request that the Surface Transportation Board grant their divestiture conditions aligns with the customer-focused approach to business that CN has demonstrated since the

inception of our relationship. We hope the STB will also realize the customer-focused public interest benefits of CN's divestiture condition and will work closely with National Silicates, CN and all relevant parties to promote regional competition and customer choice.

Sincerely,

Mike Vinca
Purchasing and Logistics Manager
National Silicates
Toronto, ON
Ph # 416 225 7771 / ext. 148

cc: Parties of Record

North American Freight Logistics

111 – 250 Schoolhouse Street, Coquitlam, BC V3K 6V7 Canada
Tel (604) 523-6235 ~ Fax (604) 523-6237 ~ 1-888-828-6235 ~ accounts@nafl.ca ~ www.nafl.ca

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

Dear Ms. Brown:

On behalf of North American Freight Logistics, I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern's (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

CP and KCS have demonstrated they intend to focus their operations and plan for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger. They have made it clear in their merger application they will divert traffic from the Kansas City to Springfield/East St. Louis line and do not plan to invest in that line, leaving the track to slowly degrade and reducing the competitive shipping options for North American Freight Logistics and other shippers like us that rely on this corridor to efficiently move goods to and from Kansas City markets. Without the proposed CN condition, we are concerned that CP's plan will reduce a competitive option over the overlapping corridor.

North American Freight Logistics asks the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested divesture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would eliminate the risk of a languishing corridor to create new single-line service between Kansas City, Chicago and Detroit – directly competing with the service that would be provided by CP-KCS. While new service will be available, no options will be lost as KCS will retain access to the divested lines. This new competitive service will be particularly beneficial to intermodal customers like North American Freight Logistics. We will gain a new option for single-line service to ports served by CN – helping implement the USMCA.

If the divestiture condition is granted, CN has committed to invest in the Kansas City to Springfield/East St. Louis line to improve transit times over the line. CN's plan will create a viable alternative to trucks, diverting an estimated many thousands of trucks per year from the congested highways.

North American Freight Logistics is proud of our strong 15-year relationship with CN and TransX/H&R. We have worked for years with CN direct to bring freight out of the mid-west and eastern United States to various customers in Western Canada. CN's request that the Surface Transportation Board grant their divestiture conditions aligns with the customer-focused approach to business that CN has

North American Freight Logistics

111 – 250 Schoolhouse Street, Coquitlam, BC V3K 6V7 Canada
Tel (604) 523-6235 ~ Fax (604) 523-6237 ~ 1-888-828-6235 ~ accounts@nafl.ca ~ www.nafl.ca

demonstrated since the inception of our relationship. We hope the STB will also realize the customer-focused public interest benefits of CN's divestiture condition and will work closely with North American Freight Logistics, TransX and all relevant parties to promote regional competition and customer choice.

Sincerely,

Jeff Vowles

Jeffrey E. Vowles
President, North American Freight Logistics

cc: TransX – Alan Couto – Director of Corporate Sales, North America

OOCL
We take it personally

January 21, 2022

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, DC 20423-0001

PUBLIC VERSION

Re: FD 36000 Canadian Pacific Railway—Control—Kansas City Southern

Dear Ms. Brown:

On behalf of OOCL (USA) Inc. I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern's (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

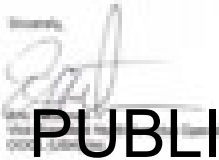
CP and KCS have demonstrated they intend to focus their operations and plans for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger. This will reduce the competitive shipping options for OOCL (USA) Inc. and other shippers that rely on this corridor to efficiently move goods to and from Kansas City markets. Without the proposed CN condition, we are concerned that our competitive options will be reduced over the overlapping corridor.

OOCL (USA) Inc. asks the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested divestiture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would create a new single-line service between Kansas City, Chicago, and Detroit – directly competing with the service that would be provided by CP-KCS, while new service will be available, no options will be lost as KCS will retain access to the divested lines. If the divestiture condition is granted, CN has committed to invest in the Kansas City to Springfield/East St. Louis line to improve transit times over the line. CN's plan will create a viable alternative to trucks, diverting an estimated many thousands of trucks per year from the congested highways.

CN's request that the Surface Transportation Board grant their divestiture conditions aligns with the customer-focused approach to business that CN has demonstrated as a long-term service provider. We hope the STB will also realize the customer-focused public interest benefits of CN's divestiture condition and will work closely with OOCL (USA) Inc. CN and all relevant parties to promote regional competition and customer choice.

OOCL

We take it personally



PUBLIC VERSION

Padnos

Paper, Plastics, Metals and more
Recycling the world over, and over

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

Dear Ms. Brown:

On behalf of Padnos Iron and Metal, I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern's (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

CP and KCS have demonstrated they intend to focus their operations and plans for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger. They have made it clear in their merger application they will divert traffic from the Kansas City to Springfield/East St. Louis line and do not plan to invest in that line, leaving the track to slowly degrade and reducing the competitive shipping options for Padnos Iron and Metal and other shippers like us that rely on this corridor to efficiently move goods to and from Kansas City markets. Without the proposed CN condition, we are concerned that CP's plan will reduce a competitive option over the overlapping corridor.

Padnos Iron and Metal asks the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested divesture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would eliminate the risk of a languishing corridor to create new single-line service between Kansas City, Chicago and Detroit – directly competing with the service that would be provided by CP-KCS. While new service will be available, no options will be lost as KCS will retain access to the divested lines. This new competitive service will be particularly beneficial to intermodal customers like Padnos

Iron and Metal. We will gain a new option for single-line service to ports served by CN – helping implement the USMCA.

If the divestiture condition is granted, CN has committed to invest in the Kansas City to Springfield/East St. Louis line to improve transit times over the line. CN's plan will create a viable alternative to trucks, diverting an estimated many thousands of trucks per year from the congested highways.

Padnos Iron and Metal is proud of our strong 15 year relationship with CN. We ship over 20 rail-cars a month into various markets that provide us a competitive advantage that is only met with because of the rail service. CN's great service and gondola car supply allows us to ship to locations we did not think possible before. CN's request that the Surface Transportation Board grant their divestiture conditions aligns with the customer-focused approach to business that CN has demonstrated since the inception of our relationship. We hope the STB will also realize the customer-focused public interest benefits of CN's divestiture condition and will work closely with Padnos Iron and Metal CN and all relevant parties to promote regional competition and customer choice.

Sincerely,

Zack Brachman
Logistics Manager

cc: Parties of Record

Friday, February 18th, 2022.

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington DC 20423-0001

Re : FD 36500, Canadian Pacific Railway – Control – Kansas City Solutions

Dear Ms. Brown

On Behalf of PIVAL International, I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern's (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

CP and KCS have demonstrated they intend to focus their operations and plans for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant service offerings and rail operations after the merger. They have made it clear in their merger application they will divert traffic from Kansas City to Springfield/East St. Louis line and do not plan to invest in that line, leaving the track to slowly degrade and reducing the competitive shipping options for PiVAL International and other shippers like us that rely on this corridor to efficiently move goods to and from Kansas City markets. Without the proposed CN condition, we are concerned that CP's plan will reduce a competitive option over the overlapping corridor.

PiVAL International asks the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested divesture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would eliminate the risk of languishing corridor to create new single-line between Kansas City, Chicago, and Detroit – directly competing with the service that would be provided by CP-KCS. While new service will

be available, no options will be lost as KCS will retain access to the divested lines. This new competitive service will be particularly beneficial to intermodal customers like PiVAL International. We will gain a new option for single-line service to ports served by CN-helping implement the USMCA.

If the divestiture condition is granted, CN has committed to invest in the Kansas City to Springfield/East St. Louis line to improve transit times over the line. CN's plan will create a viable alternative to trucks, diverting an estimated many thousands of trucks per year the congested highways.

PiVAL International is proud of our strong 19-year relationship with CN. CN has always demonstrate being customer focused. We hope the STB will also realize the customer-focused public interest benefits of CN's divesture condition and will work closely with PiVAL International, CN and all relevant parties to promote regional and customer choice.

Sincerely,

Sylvie St-Laurent
C 438-394-0558
Directrice Solutions Clients et Tarification
Director Customer Solutions and Pricing
Montreal, QC
514-684-1600 ext. 727

PARTNERS IN VALUE ADDED LOGISTICS

Website | LinkedIn | YouTube | Facebook

PE Presto Enterprises Ltd.

2930 LONSDALE AVE. P.O. BOX 37068 LONSDALE,
NORTH VANCOUVER, BC V7N 4M4
Phone: (604)-723-9728. Email:
prestoenterprise@gmail.com

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

Dear Ms. Brown:

On behalf of Presto Enterprises Ltd, I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern's (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

CP and KCS have demonstrated they intend to focus their operations and plans for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger. They have made it clear in their merger application they will divert traffic from the Kansas City to Springfield/East St. Louis line and do not plan to invest in that line, leaving the track to slowly degrade and reducing the competitive shipping options for Presto Enterprises Ltd and other shippers like us that rely on this corridor to efficiently move goods to and from Kansas City markets. Without the proposed CN condition, we are concerned that CP's plan will reduce a competitive option over the overlapping corridor.

Presto Enterprises Ltd asks the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested divesture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would eliminate the risk of a languishing corridor to create new single-line service between Kansas City, Chicago and Detroit – directly competing with the service that would be provided by CP-KCS. While new service will be available, no options will be lost as KCS will retain access to the divested lines. This new competitive service will be particularly beneficial to intermodal customers like [COMPANY NAME]. We will gain a new option for single-line service to ports served by CN – helping implement the USMCA.

If the divestiture condition is granted, CN has committed to invest in the Kansas City to Springfield/East St. Louis line to improve transit times over the line. CN's plan will create a viable alternative to trucks, diverting an estimated many thousands of trucks per year from the congested highways.

Presto Enterprises Ltd is proud of our strong 10 year relationship with CN and TransX/H&R. We have a daily intermodal shipment from BC to ON, CN's request that the Surface Transportation Board grant their divestiture conditions aligns with the customer-focused approach to business that CN has demonstrated since the inception of our relationship. We hope the STB will also realize the customer-focused public interest benefits of CN's divestiture condition and will work closely with Presto Enterprises Ltd, TransX and all relevant parties to promote regional competition and customer choice.

Sincerely,

Pearl Wang
Director, Presto Enterprises Ltd.

cc: Parties of Record

Priam Logistics Inc.
Connecting the world

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

Dear Ms. Brown:

On behalf of Priam Logistics Inc., I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern's (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

CP and KCS have demonstrated they intend to focus their operations and plans for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger. This will reduce the competitive shipping options for Priam Logistics Inc. and other shippers like us that rely on this corridor to efficiently move goods to and from Kansas City markets. Without the proposed CN condition, we are concerned that our competitive options will be reduced over the overlapping corridor.

Priam Logistics Inc. asks the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested divesture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would create a new single-line service between Kansas City, Chicago, and Detroit – directly competing with the service that would be provided by CP-KCS. while new service will be available, no options will be lost as KCS will retain access to the divested lines. If the divestiture condition is granted, CN has committed to invest in the Kansas City to Springfield/East St. Louis line to improve transit times over the line. CN's plan will create a viable alternative to trucks, diverting an estimated many thousands of trucks per year from the congested highways.

CN's request that the Surface Transportation Board grant their divestiture conditions aligns with the customer-focused approach to business that CN has demonstrated as a long term service provider. We hope the STB will also realize the customer-focused public interest benefits of CN's divestiture condition and will work closely with Priam Logistics Inc, CN and all relevant parties to promote regional competition and customer choice.

Sincerely,

Troy Wasmuth
President

Suite 300 – 330 St. Mary Ave. R3C 1M5 Phone: 204-819-7284 Toll Free: 1-888-200-7183

PRINCE RUPERT PORT AUTHORITY
ADMINISTRATION PORTUAIRE DE PRINCE RUPERT
200-215 COW BAY ROAD / *CHEMIN COW BAY*
PRINCE RUPERT, B.C. / *C.-B.* V8J 1A2

PUBLIC VERSION

PITÉL: 250 627 8899
FAX: 250 627 8980

February 22, 2022

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

Dear Ms. Brown:

On behalf of Prince Rupert Port Authority, I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern's (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

CP and KCS have demonstrated they intend to focus their operations and plans for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger. This will reduce the competitive shipping options for Prince Rupert Port Authority and other shippers like us that rely on this corridor to efficiently move goods to and from Kansas City markets. Without the proposed CN condition, we are concerned that our competitive options will be reduced over the overlapping corridor.

Prince Rupert Port Authority asks the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested divesture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would create a new single-line service between Kansas City, Chicago, and Detroit – directly competing with the service that would be provided by CP-KCS. while new service will be available, no options will be lost as KCS will retain access to the divested lines. If the divestiture condition is granted, CN has committed to invest in the Kansas City to Springfield/East St. Louis line to improve transit times over the line. CN's plan will create a viable alternative to trucks, diverting an estimated many thousands of trucks per year from the congested highways.

CN's request that the Surface Transportation Board grant their divestiture conditions aligns with the customer-focused approach to business that CN has demonstrated as a long term service provider. We hope the STB will also realize the customer-focused public interest benefits of CN's divestiture condition and will work closely with Prince Rupert Port Authority, CN and all relevant parties to promote regional competition and customer choice.

Sincerely,
PRINCE RUPERT PORT AUTHORITY

Shaun Stevenson
President & CEO

cc: Parties of Record

February 3, 2022

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

Dear Ms. Brown:

On behalf of Protos Shipping Ltd., I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern's (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

CP and KCS have demonstrated they intend to focus their operations and plans for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger. This will reduce the competitive shipping options for Protos and other shippers like us that rely on this corridor to efficiently move goods to and from Kansas City markets. Without the proposed CN condition, we are concerned that our competitive options will be reduced over the overlapping corridor.

Protos Shipping Ltd. asks the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested divesture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would create a new single-line service between Kansas City, Chicago, and Detroit – directly competing with the service that would be provided by CP-KCS. while new service will be available, no options will be lost as KCS will retain access to the divested lines. If the divestiture condition is granted, CN has committed to invest in the Kansas City to Springfield/East St. Louis line to improve transit times over the line. CN's plan will create a viable alternative to trucks, diverting an estimated many thousands of trucks per year from the congested highways.

CN's request that the Surface Transportation Board grant their divestiture conditions aligns with the customer-focused approach to business that CN has demonstrated as a long term service provider. We hope the STB will also realize the customer-focused public interest benefits of CN's divestiture condition and will work closely with Protos, CN and all relevant parties to promote regional competition and customer choice.

Sincerely,

Andre Neuendorff
President,
Protos Shipping Ltd.

cc: Parties of Record

PURELY CANADA
FOODS

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

Dear Ms. Brown:

On behalf of PURELY CANADA FOODS, I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern's (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

CP and KCS have demonstrated they intend to focus their operations and plans for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger. This will reduce the competitive shipping options for Purely Canada Foods and other shippers like us that rely on this corridor to efficiently move goods to and from Kansas City markets. Without the proposed CN condition, we are concerned that our competitive options will be reduced over the overlapping corridor.

Purely Canada Foods asks the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested divesture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would create a new single-line service between Kansas City, Chicago, and Detroit – directly competing with the service that would be provided by CP-KCS. while new service will be available, no options will be lost as KCS will retain access to the divested lines. If the divestiture condition is granted, CN has committed to invest in the Kansas City to Springfield/East St. Louis line to improve transit times over the line. CN's plan will create a viable alternative to trucks, diverting an estimated many thousands of trucks per year from the congested highways.

CN's request that the Surface Transportation Board grant their divestiture conditions aligns with the customer-focused approach to business that CN has demonstrated as a long term service provider. We hope the STB will also realize the customer-focused public interest benefits of CN's divestiture condition and will work closely with Purely Canada foods, CN and all relevant parties to promote regional competition and customer choice.

Sincerely,

Ray Hassan, Logistics Manager

PURELY CANADA FOODS CORP
Corporate Seal

cc: Parties of Record

PUBLIC VERSION

Rankin County Limestone, LLC
1001 Underwood Drive • Flowood, MS 39232
Ken Parker • 601•720•7823
Rankincountylimestone@gmail.com

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

Dear Ms. Brown:

On behalf of Rankin County Limestone, I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern's (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

CP and KCS have demonstrated they intend to focus their operations and plans for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger. They have made it clear in their merger application they will divert traffic from the Kansas City to Springfield/East St. Louis line and do not plan to invest in that line, leaving the track to slowly degrade and reducing the competitive shipping options for Rankin County Limestone and other shippers like us that rely on this corridor to efficiently move goods to and from Kansas City markets. Without the proposed CN condition, we are concerned that CP's plan will reduce a competitive option over the overlapping corridor.

Rankin County Limestone asks the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested divesture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would eliminate the risk of a languishing corridor to create new single-line service between Kansas City, Chicago and Detroit – directly competing with the service that would be provided by CP-KCS. While new service will be available, no options will be lost as KCS will retain access to the divested lines.

If the divestiture condition is granted, CN has committed to invest in the Kansas City to Springfield/East St. Louis line to improve transit times over the line. CN's plan will create a viable alternative to trucks, diverting an estimated many thousands of trucks per year from the congested highways.

Rankin County Limestone is proud of our strong 2 year relationship with CN. CN's request that the Surface Transportation Board grant their divestiture conditions aligns with the customer-focused approach to business that CN has demonstrated since the inception of our relationship. We hope the STB will also realize the customer-focused public interest benefits of CN's divestiture condition and will work closely with Rankin County Limestone CN and all relevant parties to promote regional competition and customer choice.

Sincerely,

Ken Parker
President

PUBLIC VERSION

677 Dundas St.
Woodstock, Ontario, Canada
N4S 1E5
1-888-997-0993

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

Dear Ms. Brown:

On behalf of Roslin Enterprises Inc., I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern's (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

CP and KCS have demonstrated they intend to focus their operations and plans for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger. They have made it clear in their merger application they will divert traffic from the Kansas City to Springfield/East St. Louis line and do not plan to invest in that line, leaving the track to slowly degrade and reducing the competitive shipping options for Roslin Enterprises Inc. and other shippers like us that rely on this corridor to efficiently move goods to and from Kansas City markets. Without the proposed CN condition, we are concerned that CP's plan will reduce a competitive option over the overlapping corridor.

Roslin Enterprises Inc. asks the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested divesture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would eliminate the risk of a languishing corridor to create new single-line service between Kansas City, Chicago and Detroit – directly competing with the service that would be provided by CP-KCS. While new service will be available, no options will be lost as KCS will retain access to the divested lines.

If the divestiture condition is granted, CN has committed to invest in the Kansas City to Springfield/East St. Louis line to improve transit times over the line. CN's plan will create a viable alternative to trucks, diverting an estimated many thousands of trucks per year from the congested highways.

Roslin Enterprises Inc. is proud of our strong relationship with CN. CN has helped develop new business with Roslin Enterprises and currently ships 100% of its finished product by Rial to the Gulf Coast. This development has removed over a 1,000 truck load's from the roads and helped to grow Roslin by over 200% year over year. With the new construction of a Renewable Diesel Plant in Hugoton, KS the expansion of CN's service to Kansas City will allow us to access a new high valued customer. CN's service at our facility has always been excellent and their willingness to help solve problems has been second to none. CN's safety protocol and training has also been a huge advantage for Roslin Enterprises. They have trained our employees that have contact with the rail and given ownership at Roslin the confidence to expand our rail business year over year. CN's request that the Surface Transportation Board grant their divestiture conditions aligns with the customer-focused approach to business that CN has demonstrated since the inception of our relationship. We hope the STB will also realize the customer-focused public interest benefits of CN's divestiture condition and will work closely with Roslin Enterprises Inc., CN and all relevant parties to promote regional competition and customer choice.

Sincerely,

Scott Dennis
President/CEO

cc: Parties of Record

SADOFF IRON & METAL COMPANY

THE PREFERRED CHOICE IN RECYCLING

Wisconsin
Berlin: 920.361.1450
Fond du Lac: 920.921.2070
Green Bay: 920.434.0137
Manitowoc: 920.684.3388
Oshkosh: 920.651.9398
Sheboygan: 920.457.2431

Nebraska
Lincoln: 402.470.2510
Omaha: 402.345.6624

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

Dear Ms. Brown:

On behalf of Sadoff Iron and Metal Company, I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern's (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

CP and KCS have demonstrated they intend to focus their operations and plans for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger. They have made it clear in their merger application they will divert traffic from the Kansas City to Springfield/East St. Louis line and do not plan to invest in that line, leaving the track to slowly degrade and reducing the competitive shipping options for Sadoff Iron and Metal and other shippers like us that rely on this corridor to efficiently move goods to and from Kansas City markets. Without the proposed CN condition, we are concerned that CP's plan will reduce a competitive option over the overlapping corridor.

Sadoff Iron and Metal asks the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested divesture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would eliminate the risk of a languishing corridor to create new single-line service between Kansas City, Chicago and Detroit – directly competing with the service that would be provided by CP-KCS. While new service will be available, no options will be lost as KCS will retain access to the divested lines. This new competitive service will be particularly beneficial to intermodal customers like Sadoff Iron and Metal. We will gain a new option for single-line service to ports served by CN – helping implement the USMCA.

If the divestiture condition is granted, CN has committed to invest in the Kansas City to Springfield/East St. Louis line to improve transit times over the line. CN's plan will create a viable alternative to trucks, diverting an estimated many thousands of trucks per year from the congested highways.

Sadoff Iron and Metal is proud of our strong 21-year relationship with CN. We utilize CN rail services at our Fond du Lac and Manitowoc, Wisconsin locations. We have found the CN to be a valued business partner over the course of our relationship. CN's request that the Surface Transportation Board grant their divestiture conditions aligns with the customer-focused approach to business that CN has demonstrated since the inception of our relationship. We hope the STB will also realize the customer-focused public interest benefits of CN's divestiture condition and will work closely with Sadoff Iron and Metal, CN and all relevant parties to promote regional competition and customer choice.

Sincerely,
SADOFF IRON AND METAL COMPANY

Mark H. Lasky
Chief Executive Officer

cc: Parties of Record

PUBLIC VERSION

585 N Juniper Dr suite 250, Chandler, AZ 85226
Tel: (480) 588-3200 Fax(480) 493-5617

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

Dear Ms. Brown:

On behalf of SM LINE CORP., I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern's (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

CP and KCS have demonstrated they intend to focus their operations and plans for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger. This will reduce the competitive shipping options for SM Line and other shippers like us that rely on this corridor to efficiently move goods to and from Kansas City markets. Without the proposed CN condition, we are concerned that our competitive options will be reduced over the overlapping corridor.

SM Line asks the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested divesture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would create a new single-line service between Kansas City, Chicago, and Detroit – directly competing with the service that would be provided by CP-KCS. While new service will be available, no options will be lost as KCS will retain access to the divested lines. If the divestiture condition is granted, CN has committed to invest in the Kansas City to Springfield/East St. Louis line to improve transit times over the line. CN's plan will create a viable alternative to trucks, diverting an estimated many thousands of trucks per year from the congested highways.

CN's request that the Surface Transportation Board grant their divestiture conditions aligns with the customer-focused approach to business that CN has demonstrated as a long term service provider. We hope the STB will also realize the customer-focused public interest benefits of CN's divestiture condition and will work closely with SM Line, CN and all relevant parties to promote regional competition and customer choice.

Sincerely,

Paul F Schneider
Director, Intermodal

cc: Parties of Record

SOLURAIL

25 rd Roland-Masse, Val-d'Or,
Quebec, Canada, J9P 0E3

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

Dear Ms. Brown:

On behalf of Solurail Logistics Inc. I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern's (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

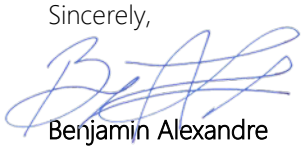
CP and KCS have demonstrated they intend to focus their operations and plans for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger. They have made it clear in their merger application they will divert traffic from the Kansas City to Springfield/East St. Louis line and do not plan to invest in that line, leaving the track to slowly degrade and reducing the competitive shipping options for Solurail Logistics Inc and other shippers like us that rely on this corridor to efficiently move goods to and from Kansas City markets. Without the proposed CN condition, we are concerned that CP's plan will reduce a competitive option over the overlapping corridor.

Solurail Logistics Inc asks the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested divesture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would eliminate the risk of a languishing corridor to create new single-line service between Kansas City, Chicago and Detroit – directly competing with the service that would be provided by CP-KCS. While new service will be available, no options will be lost as KCS will retain access to the divested lines. This new competitive service will be particularly beneficial to intermodal customers like Solurail Logistics Inc. We will gain a new option for single-line service to ports served by CN – helping implement the USMCA.

If the divestiture condition is granted, CN has committed to invest in the Kansas City to Springfield/East St. Louis line to improve transit times over the line. CN's plan will create a viable alternative to trucks, diverting an estimated many thousands of trucks per year from the congested highways.

Solurail Logistics Inc is proud of our strong 13 years relationship with CN. The CN team have always been a great support to our growth and we are looking to develop the intermodal services with them by providing new opportunities to our Canadian customers. CN's request that the Surface Transportation Board grant their divestiture conditions aligns with the customer-focused approach to business that CN has demonstrated since the inception of our relationship. We hope the STB will also realize the customer-focused public interest benefits of CN's divestiture condition and will work closely with Solurail and his clients, CN and all relevant parties to promote regional competition and customer choice.

Sincerely,



Benjamin Alexandre
President
Solurail Logistics Inc

cc: Parties of Record

SUIT-KOTE CORPORATION

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

Dear Ms. Brown:

On behalf of Suit-Kote Corporation, I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern's (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

CP and KCS have demonstrated they intend to focus their operations and plan for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger. They have made it clear in their merger application they will divert traffic from the Kansas City to Springfield/East St. Louis line and do not plan to invest in that line, leaving the track to slowly degrade and reducing the competitive shipping options for Suit-Kote Corporation and other shippers like us that rely on this corridor to efficiently move goods to and from Kansas City markets. Without the proposed CN condition, we are concerned that CP's plan will reduce a competitive option over the overlapping corridor.

Suit-Kote Corporation asks the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested divesture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would eliminate the risk of a languishing corridor to create new single-line service between Kansas City, Chicago and Detroit – directly competing with the service that would be provided by CP-KCS. While new service will be available, no options will be lost as KCS will retain access to the divested lines.

If the divestiture condition is granted, CN has committed to invest in the Kansas City to Springfield/East St. Louis line to improve transit times over the line. CN's plan will create a viable alternative to trucks, diverting an estimated many thousands of trucks per year from the congested highways.

Suit-Kote Corporation is proud of our strong 12-year relationship with CN. CN Rail provides shipping services of Bituminous Asphalt from Canada into the Northeastern U.S. CN's request that the Surface Transportation Board grant their divestiture conditions aligns with the customer-focused approach to business that CN has demonstrated since the inception of our relationship. We hope the STB will also realize the customer-focused public interest benefits of CN's divestiture condition and will work closely with Suit-Kote Corporation, CN and all relevant parties to promote regional competition and customer choice.

Sincerely,

Brent Hall
Director Procurement
Suit-Kote Corporation
1911 Lorings Crossing Road
Cortland, NY, USA

cc: Parties of Record

- T. S. LINES LTD.

- 9/F., C-Bons International Center, 108 Wai Yip Street,
- Kowloon Hong Kong

- FEB.15TH 2022

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

Dear Ms. Brown:

On behalf of T. S . LINES LTD., I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern's (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

CP and KCS have demonstrated they intend to focus their operations and plans for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger. This will reduce the competitive shipping options for T. S . LINES LTD. and other shippers like us that rely on this corridor to efficiently move goods to and from Kansas City markets. Without the proposed CN condition, we are concerned that our competitive options will be reduced over the overlapping corridor.

T. S . LINES LTD. asks the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested divesture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would create a new single-line service between Kansas City, Chicago, and Detroit – directly competing with the service that would be provided by CP-KCS. while new service will be available, no options will be lost as KCS will retain access to the divested lines. If the divestiture condition is granted, CN has committed to invest in the Kansas City to Springfield/East St. Louis line to improve transit times over the line. CN's plan will create a viable alternative to trucks, diverting an estimated many thousands of trucks per year from the congested highways.

CN's request that the Surface Transportation Board grant their divestiture conditions aligns with the customer-focused approach to business that CN has demonstrated as a long term service provider. We hope the STB will also realize the customer-focused public interest benefits of CN's divestiture condition and will work closely with T. S . LINES LTD., CN and all relevant parties to promote regional competition and customer choice.

Sincerely,

Russell Huang
Senior Vice President of T.S. Lines Co.,Ltd. for and on behalf of T.S. Lines Ltd.
Signed at: Taipei, Taiwan

cc: Parties of Record

Tiger Cool Express

January 17, 2022

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

Dear Ms. Brown:

On behalf of Tiger Cool Express LLC, I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern's (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

CP and KCS have demonstrated they intend to focus their operations and plans for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger. This will reduce the competitive shipping options for Tiger Cool Express LLC and other shippers like us that rely on this corridor to efficiently move goods to and from Kansas City markets. Without the proposed CN condition, we are concerned that our competitive options will be reduced over the overlapping corridor.

Tiger Cool Express LLC asks the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested divesture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would create a new single-line service between Kansas City, Chicago, and Detroit – directly competing with the service that would be provided by CP-KCS. while new service will be available, no options will be lost as KCS will retain access to the divested lines. If the divestiture condition is granted, CN has committed to invest in the Kansas City to Springfield/East St. Louis line to improve transit times over the line. CN's plan will create a viable alternative to trucks, diverting an estimated many thousands of trucks per year from the congested highways.

CN's request that the Surface Transportation Board grant their divestiture conditions aligns with the customer-focused approach to business that CN has demonstrated as a long term service provider. We hope the STB will also realize the customer-focused public interest benefits of CN's divestiture condition and will work closely with Tiger Cool Express LLC, CN and all relevant parties to promote regional competition and customer choice.

Sincerely,

Theodore Prince
Co-Founder and Chief Strategy Officer

cc: Parties of Record

PUBLIC VERSION

January 28, 2022

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

Dear Ms. Brown:

On behalf of TLS Inc, I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern's (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

CP and KCS have demonstrated they intend to focus their operations and plans for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger. They have made it clear in their merger application they will divert traffic from the Kansas City to Springfield/East St. Louis line and do not plan to invest in that line, leaving the track to slowly degrade and reducing the competitive shipping options for TLS Inc. and other shippers like us that rely on this corridor to efficiently move goods to and from Kansas City markets. Without the proposed CN condition, we are concerned that CP's plan will reduce a competitive option over the overlapping corridor.

TLS Inc. asks the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested divesture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would eliminate the risk of a languishing corridor to create new single-line service between Kansas City, Chicago and Detroit – directly competing with the service that would be provided by CP-KCS. While new service will be available, no options will be lost as KCS will retain access to the divested lines. This new competitive service will be particularly beneficial to intermodal customers like TLS Inc. We will gain a new option for single-line service to ports served by CN – helping implement the USMCA.

If the divestiture condition is granted, CN has committed to invest in the Kansas City to Springfield/East St. Louis line to improve transit times over the line. CN's plan will create a viable alternative to trucks, diverting an estimated many thousands of trucks per year from the congested highways.

454 Aime-Vincent. ~Vaudreuil-Dorion ~ Québec ~ J7V 5V5 ~ Tél.: (514) 447 4857 Fax: (844) 453-1610

PUBLIC VERSION

January 28, 2022

TLS is proud of our strong 6-year relationship with CN. Moving more than a hundred containers from Mexico to Canada on a per annum basis reduces the carbon footprint and fuel consumption which is an environmentally conscious decision TLS is proud of. This divestiture would increase our volume of container movements and create a larger reduction of carbon output, while further reducing fuel consumption and benefitting the environment even more so.

CN's request that the Surface Transportation Board grant their divestiture conditions aligns with the customer-focused approach to business that CN has demonstrated since the inception of our relationship. We hope the STB will also realize the customer-focused public interest benefits of CN's divestiture condition and will work closely with TLS Inc., CN and all relevant parties to promote regional competition and customer choice.

Sincerely,

TLS Truck Load Services Inc..

Director of Sales

DON MCINTOSH

cc: Parties of Record

454 Aime-Vincent. ~Vaudreuil-Dorion ~ Québec ~ J7V 5V5 ~ Tél.: (514) 447 4857 Fax: (844) 453-1610

February 10, 2022

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

Dear Ms. Brown:

On behalf of VIP Rail ULC., I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern's (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

CP and KCS have demonstrated they intend to focus their operations and plans for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger. They have made it clear in their merger application they will divert traffic from the Kansas City to Springfield/East St. Louis line and do not plan to invest in that line, leaving the track to slowly degrade and reducing the competitive shipping options for VIP Rail ULC. and other shippers like us that rely on this corridor to efficiently move goods to and from Kansas City markets. Without the proposed CN condition, we are concerned that CP's plan will reduce a competitive option over the overlapping corridor.

VIP Rail ULC. asks the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested divesture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would eliminate the risk of a languishing corridor to create new single-line service between Kansas City, Chicago and Detroit – directly competing with the service that would be provided by CP-KCS. While new service will be available, no options will be lost as KCS will retain access to the divested lines.

If the divestiture condition is granted, CN has committed to invest in the Kansas City to Springfield/East St. Louis line to improve transit times over the line. CN's plan will create a viable alternative to trucks, diverting an estimated many thousands of trucks per year from the congested highways.

300 Kenny Street, P.O. Box 411, Sarnia, Ontario N7T 7J2
P: 519-383-7200 F: 519-383-7800
www.viprail.com * office@viprail.com

VIP Rail ULC. is proud of our strong 12 year relationship with CN. VIP operates several last mile switching operations that support customer activity in the Sarnia area with CN and have the same operation with KCS in Port Arthur, Texas. We have strong relationships in the Petrochemical industry and are considered first in class transload operators who focus on assisting customers with custom rail solutions. CN's request that the Surface Transportation Board grant their divestiture conditions aligns with the customer-focused approach to business that CN has demonstrated since the inception of our relationship. We hope the STB will also realize the customer-focused public interest benefits of CN's divestiture condition and will work closely with VIP Rail ULC., CN and all relevant parties to promote regional competition and customer choice.

Sincerely,

Darcy M Brede

Darcy Brede
COO Alpenglow Rail / VIP Rail / USA Rail

cc: Parties of Record

300 Kenny Street, P.O. Box 411, Sarnia, Ontario N7T 7J2
P: 519-383-7200 F: 519-383-7800
www.viprail.com * office@viprail.com

ZIM The Z Factor

Jan. 26th, 2022

The Honorable Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, DC 20423-0001

Re: FD 36500, Canadian Pacific Railway—Control—Kansas City Southern

Dear Ms. Brown:

On behalf of ZIM Integrated Shipping, I am writing to you today in support of CN's requested condition seeking divestiture of Kansas City Southern's (KCS) line from Kansas City, MO to Springfield, IL and East St. Louis, IL to CN should the Canadian Pacific (CP) merger with KCS be approved by the Surface Transportation Board.

CP and KCS have demonstrated they intend to focus their operations and plans for growth across CP's existing line connecting Kansas City to Chicago, making KCS's overlapping corridor between Kansas City to Springfield/East St. Louis redundant to their service offerings and rail operations after the merger. This will reduce the competitive shipping options for ZIM and other shippers like us that rely on this corridor to efficiently move goods to and from Kansas City markets. Without the proposed CN condition, we are concerned that our competitive options will be reduced over the overlapping corridor.

ZIM asks the Surface Transportation Board to condition any approval of the CP-KCS merger on CN's requested divesture condition of the Kansas City to Springfield/East St. Louis line should the Board approve the CP-KCS merger. CN's alternative would create a new single-line service between Kansas City, Chicago, and Detroit – directly competing with the service that would be provided by CP-KCS. while new service will be available, no options will be lost as KCS will retain access to the divested lines. If the divestiture condition is granted, CN has committed to invest in the Kansas City to Springfield/East St. Louis line to improve transit times over the line. CN's plan will create a viable alternative to trucks, diverting an estimated many thousands of trucks per year from the congested highways.

CN's request that the Surface Transportation Board grant their divestiture conditions aligns with the customer-focused approach to business that CN has demonstrated as a long term service provider. We hope the STB will also realize the customer-focused public interest benefits of CN's divestiture condition and will work closely with ZIM, CN and all relevant parties to promote regional competition and customer choice.

Sincerely,

Liat Uliel-mirkin
Global Intermodal Manager

Scanned with CamScanner

Appendix C

Verified Statement of
Carl Van Dyke

BEFORE THE
SURFACE TRANSPORTATION BOARD

STB Finance Docket No. 36500

CANADIAN PACIFIC RAILWAY LIMITED; CANADIAN PACIFIC RAILWAY COMPANY; SOO LINE RAILROAD COMPANY; CENTRAL MAINE & QUEBEC RAILWAY US INC.; DAKOTA, MINNESOTA & EASTERN RAILROAD CORPORATION; AND DELAWARE & HUDSON RAILWAY COMPANY, INC. – CONTROL – KANSAS CITY SOUTHERN, THE KANSAS CITY SOUTHERN RAILWAY COMPANY, GATEWAY EASTERN RAILWAY COMPANY, AND THE TEXAS MEXICAN RAILWAY COMPANY

CN'S COMMENTS ON APPLICANTS' AMENDED OPERATING PLAN

PUBLIC
REDACTED VERSION

Third Verified Statement of Carl Van Dyke
June 9, 2022

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1. Qualifications

My name is Carl Van Dyke. I am a Senior Advisor to, and a Partner Emeritus at, Oliver Wyman, a global general management consulting firm with more than 60 offices in 31 countries. My office address is One University Square Drive, Suite 100, Princeton, NJ 08540. I have been engaged in the design, development, and application of software tools to model, evaluate, and improve the operations of railroads for more than 40 years. I previously sponsored a Verified Statement filed with CN's February 28, 2022 Comments, which provides further details of my qualifications and resume.[1]

2. Assignment and Summary of Findings

The purpose of this third Verified Statement is threefold: First, I address the methodology underlying the traffic density values set forth by Applicants[2] in the Amended Operating Plan and the accuracy of the resulting values. As my testimony (and the Verified Statement of witness Makholm) demonstrate, the methodology applied by Applicants to develop that data is conceptually flawed and has produced density values that are, in many instances, clearly incorrect – indeed, nonsensical. Second, I identify (and sponsor) the revisions made to CN's Responsive Application pursuant to the Board's *Decision No. 17*.[3] Finally, I assess whether Applicants' Amended Operating Plan changes any of the findings contained in my Verified

[1] STB Finance Docket No. 36500, CN's Comments on Application and Request for Conditions, February 28, 2022 (CN-13), Exhibit 2, Verified Statement of Carl Van Dyke – hereinafter "Van Dyke First Verified Statement."
[2] Applicants are Canadian Pacific Railway Limited, Canadian Pacific Railway Company, and their US rail carrier subsidiaries Soo Line Railroad Company, Central Maine & Quebec Railway US Inc., Dakota, Minnesota & Eastern Railroad Corporation, and Delaware and Hudson Railway Company, Inc. (collectively "CP" or "Canadian Pacific Applicants") and Kansas City Southern and its US rail carrier subsidiaries The Kansas City Southern Railway Company, Gateway Eastern Railway Company, and The Texas Mexican Railway Company (collectively "KCS" or "Kansas City Southern Applicants").
[3] STB Finance Docket No. 36500, Canadian Pacific Railway Ltd. – Control – Kansas City Southern, et al, Decision No. 17, April 27, 2022.

Statement from February 28, 2022, filed as part of CN's Comments on the Application.[4] Results from this final step are presented in Appendix C in this document.

In the context of line segment density data and related train counts and yard activity measures, I have been asked to review Applicants' response to the Board's *Decision No. 17*, which directed Applicants to "amend their Operating Plan to include: (1) an explicit identification of the baseline traffic density values used in the Operating Plan calculations and to be used in the environmental review; (2) a comprehensive explanation of how those values were generated; and (3) a comprehensive explanation of the rationale underlying those methodological choices."[5]

Specifically, Applicants propose to use the "adjusted" line density values submitted to the OEA and in their supporting work papers (hereinafter the "Applicants' proposed density data"), as set forth in their May 13, 2022 filing to the Board, in lieu of the actual historic tonnage values published in Exhibit 14 of the October 29, 2021 Application. Based on my review, I conclude that Applicants' use of their "adjusted" proposed density data do not result in an accurate representation of either Base Year 2019 density values or post-transaction Year 3 or 5 values.[6]

In essence, Applicants propose to replace the historic Base Year values that they developed in the normal course of business with questionable "2019 baseline" data derived through a fundamentally flawed amalgamation of data from different sources and time periods, followed by a supposed "calibration" to make the aggregate gross ton-mile (GTM) figures in their baseline match the aggregate 2019 traffic metrics (while leaving train counts and car handlings

[4] Van Dyke First Verified Statement
[5] STB Finance Docket No. 36500, Decision No. 17, op. cit., April, 27, 2022.
[6] *See* STB Finance Docket No. 36500, Canadian Pacific Railway Ltd. – Control – Kansas City Southern, et al, Decision No. 16, March 16, 2022.

uncalibrated).[7] Use of this questionable "base year" data for Applicants' proposed density data submission, in combination with further "adjustments" described in Applicants' May 13, 2022 filing, result in the use of segment-specific line GTM densities, train counts, and yard counts that are inaccurate and misleading.

Applicants compound these issues by applying an overly complex and error-prone process to the development of post-transaction tonnage values that results in demonstrably inaccurate tonnage estimates, with values that are in some cases too low and in other cases too high. For example, post-transaction tonnage estimates for the critical Sabula, Iowa to Airline Junction, Missouri line are in some cases understated by more than 10 million tons per year.[8] And in some cases, projected merger-related tonnage increases on segments of the Springfield line are disconnected from Applicants' own underlying traffic analysis.[9]

The fundamental problems with Applicants' use of this modeling process include the following:

- **Use of non-representative traffic as a starting point:** Traffic snapshots from different time periods (in some cases as short as a single month) from multiple years (but not including any traffic data from 2019) were used to create Base Year 2019 tonnages in Applicants' proposed density data. Applicants have failed to prove that the substitute data used is representative of full-year traffic for the Base Year 2019, and there is no reason to believe it is. Specifically, there is no reason to believe that the baseline data proposed by Applicants will yield an accurate segment-by-segment representation of tonnage and train counts, so as to allow the Board and OEA to accurately assess merger-specific impacts. Further adjustments described in Applicants' May 13, 2022 filing are insufficient to remediate this concern.
- **Application of "calibration factors" is meaningless and flawed:** Applicants force-fits aggregate GTM values by using "calibration factors" to align systemwide operating metrics

[7] CP-KCS explains calibration process in CP-KCS Amended Operating Plan, pp. 39-40.
[8] *See* Exhibit 4-8 in this statement; *See* Appendix A.3 following statement.
[9] *See* Section 5 in this statement.

for GTMs so that actual, aggregate 2019 tonnage metrics match Applicants' proposed density data submissions on a systemwide basis. This "calibration" is a meaningless scaling exercise designed only to make aggregate metrics match (by definition, since the scaling factor is specifically derived to force numbers to match). At the same time, train counts and yard activity measures are not "calibrated" in any way, and one is left to assume that those metrics represent some amalgam of the October 2020 and early 2021 traffic levels upon which they are based. Significant differences on a line segment and yard location basis still exist between Applicants' proposed "base year" data submissions and the actual 2019 numbers for GTMs, trains, and car handlings.

- **Fractured modeling process**: Applicants' proposed density data tonnages are not the outputs of a coherent MultiRail-based planning process as implied by Applicants. Instead, they are the product of a fractured and highly convoluted process that used values from a variety of independent sources, altered through the use of various "calibration" factors, making it impossible to produce reliable, consistent results. Application of the "adjustments" proposed in Applicants' May 13, 2022 filing do not correct the impact of these deficiencies. Direct inspection of the proposed base year values and post-transaction values reveal a variety of inconsistencies and suspicious results that can only lead one to conclude that those values are unreliable. Deeper analysis of the pre- and post-transaction values and modeling methods only confirms these suspicions.[10]

- **Projections of post-transaction tonnages are invalid and cannot be relied on:** Since the OEA Base Year 2019 values are unreliable, and Applicants have introduced significant methodological errors, projections of post-transaction tonnages also are invalid and cannot be relied on. I demonstrated the flaws in the post-transaction tonnages in my first Verified Statement,[11] and further expand on the unreliable nature of these values below. Applicants' adjustments made to the "Base Year 2019 modeled tonnages" or post-transaction tonnages do not change my conclusion with regard to these projections.

[10] *See* Sections 4 and 5 in this statement; *See* Appendix A following statement.
[11] Van Dyke First Verified Statement, Sections 5.1 and 6.1.

The evidence and logic to support these findings are presented herein. I also briefly describe the updates to CN's Responsive Application's operating plan, which are included in a separately filed amended operating plan for the Springfield line.[12]

3. Applicants' Base Year Operating Plan is Based on Traffic Density Data that is Conceptually Flawed and Demonstrably Incorrect

In their original Notice of Intent to File Application filed on March 22, 2021, Applicants selected 2019 as the Base Year for purposes of this control proceeding.[13] In *Decision No. 3*, the Board adopted Applicants' choice.[14] Thereafter, in an Amended Notice of Intent filed on September 15, 2021, Applicants again designated 2019 as the Base Year, stating that "[it] remains the last full year unaffected by the COVID pandemic for which data are available."[15] Having made – and reaffirmed – their choice of Base Year, it was incumbent on Applicants to present an operating plan and segment-specific line density data that accurately portray CP's and KCS's 2019 traffic and operations.

Applicants did, in fact, base their traffic diversion studies, cost evidence, and financial exhibits set forth in the Application on CP's and KCS's Base Year (2019) data.[16] However,

[12] STB Finance Docket No. 36500 (Sub-No. 3), Canadian National Railway Company and Illinois Central Railroad Company—Control—Gateway Eastern Railway Company, Amended Operating Plan, June 9, 2022.
[13] STB Docket No. FD 36500, Canadian Pacific Railway Ltd. – Control – Kansas City Southern, et al, Notice of Intent to File Application for Approval of Transaction Subject to 49 U.S.C. §§ 11323-25, Mar. 22, 2021, p. 1.
[14] STB Docket No. FD 36500, Canadian Pacific Railway Ltd. – Control – Kansas City Southern, et al, Decision No. 3, April 21, 2021, p. 3. ("Applicants indicate that they will use 2019 as the base year for the impact analysis in the application.")
[15] STB Docket No. FD 36500, Canadian Pacific Railway Ltd. – Control – Kansas City Southern, et al, Amended Notice of Intent to File Application for Approval of Transaction Subject to 49 U.S.C. §§ 11323-25, September 15, 2021, p. 3.
[16] *See, e.g.,* Verified Statement of Brown/Zebrowski from CP-KCS Application, Vol. 2, footnote 1. ("The Board has made 2015-2019 CWS data available for this proceeding. We rely on 2019 data for measuring representative traffic patterns because it is the most recent period of full-year data available in both traffic tape data and CWS data sources, which are analyzed together in our work"; Verified Statement of Bengt Muten from CP-KCS Application,

neither the Operating Plan filed as part of the Application on October 29, 2021 nor the Amended Operating Plan filed on May 13, 2022 is based on Applicants' actual 2019 traffic. Rather, Applicants' Amended Operating Plan was prepared using CP and KCS traffic for the following time periods:

- CP and KCS non-unit train traffic from a single month, October 2020[17]
- CP unit train traffic from March-June 2021[18]
- KCS unit train traffic from February-May, 2021[19]
- Non-unit train service plans in effect on CP and KCS during the first quarter of 2021[20]

Based on the description provided by Applicants, the non-unit train service plan was adjusted to match the October 2020 traffic,[21] while the 2021 unit trains were used "as is."It is noteworthy that the data used by Applicants to construct a "2019 base year" does not actually include *any* data from 2019. To develop Base Year traffic density values for use in their Amended Operating Plan and Exhibit 14, Applicants purportedly "calibrated" the traffic density data generated from these 2020-2021 data sources to make them consistent with CP's and KCS's actual 2019 aggregate full-year statistics.[22] Specifically, Applicants adjusted the aggregate systemwide tonnages (GTMs) *"modeled"* by their 2020-2021-based operating plan constructed methodology to match Applicants' *actual* aggregate systemwide GTMs from 2019. They then applied the resulting "calibration factors" by line segment to estimate 2019 Base Year tonnage and density for each segment. Applicants claim that this convoluted methodology generated line-

Vol. 2 at 3 ("In my analysis, I relied upon the truck flows that are reflected in the IHS Markit Transearch database for 2019, the intermodal flows from CP and KCS waybill data for 2019, and the 2019 STB Carload Waybill Sample.")
[17] CP-KCS Amended Operating Plan, p. 34, ¶82.
[18] CP-KCS Amended Operating Plan, footnote 19, p. 37.
[19] CP-KCS Amended Operating Plan, footnote 19, p. 37.
[20] CP-KCS Amended Operating Plan, p. 34, ¶82.
[21] CP-KCS Amended Operating Plan, p. 34, ¶82.
[22] CP-KCS Amended Operating Plan, pp. 39-40.

specific densities that "reasonably reflected [CP's and KCS's] pre-Transaction operations."[23] At the same time, no such calibration was applied to the train counts or yard handlings, leaving one to assume that they represent some amalgam of 2020 and 2021 values, with no connection to 2019.

In Decision No. 17, the Board instructed Applicants and other interested parties to use the density data "modeled" by Applicants "to ensure consistency of analysis."[24] However, the Board made clear that:

> "*This decision should not be interpreted as a determination by the Board on the validity of the methodology used by Applicants to generate their baseline traffic density values*….Parties remain free to argue that Applicants' data and methods are inappropriate such that Applicants cannot meet their burden to show that the Transaction would be in the public interest."[25] (emphasis added)

The Board instructed Applicants to submit with their Amended Operating Plan "(2) a comprehensive explanation of how those values were generated, and (3) a comprehensive explanation of the rationale underlying those methodologies."[26]

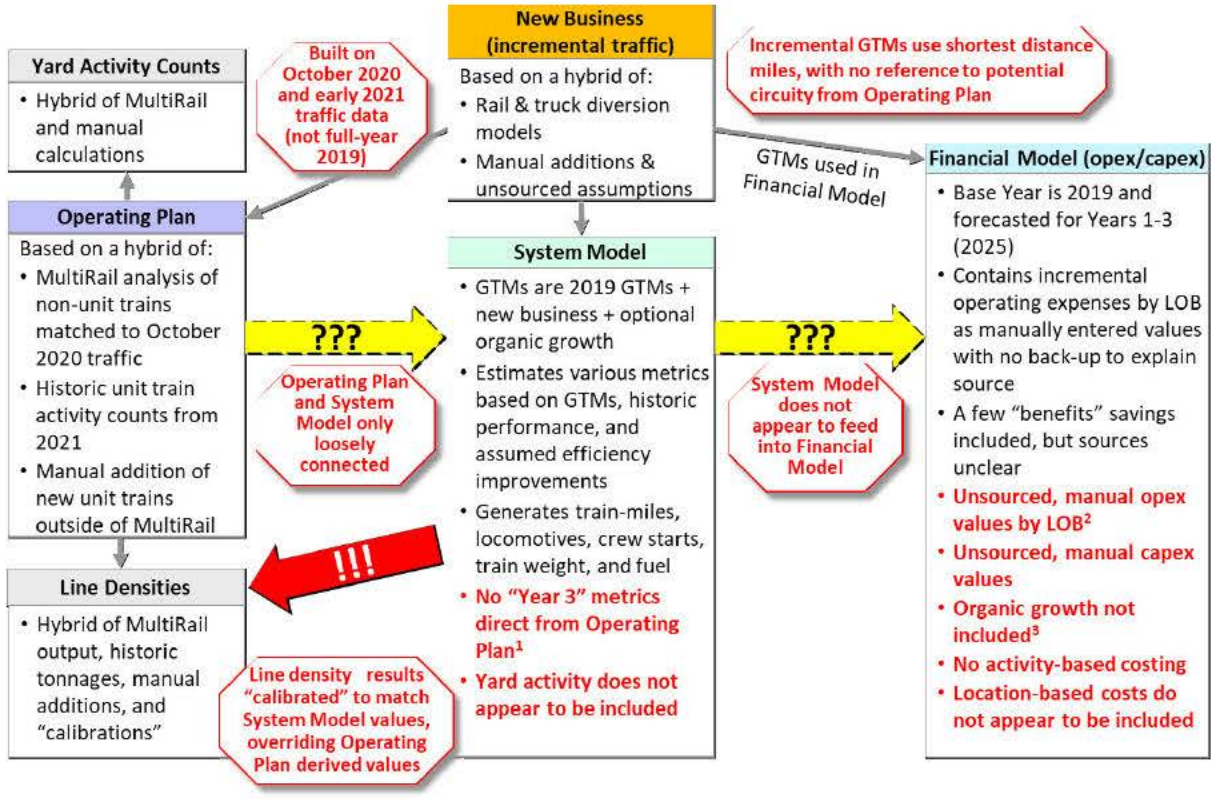
As this Verified Statement and the Verified Statement of witness Makholm show, the traffic density values set forth in Applicants' "Master Segment Table" are based on a conceptually flawed methodology that produced density values that are inconsistent and demonstrably incorrect, and this is not consistent with the regulatory intent of adopting a "base year" for the purpose of assessing the impacts of a merger transaction to determine whether the transaction is in the public interest.

[23] CP-KCS Amended Operating Plan, p. 30, ¶72.
[24] STB Finance Docket No. 36500, Decision No. 17, op. cit., April, 27, 2022, p. 5.
[25] STB Finance Docket No. 36500, Decision No. 17, op. cit., April, 27, 2022, p. 5.
[26] STB Finance Docket No. 36500, Decision No. 17, op. cit., April, 27, 2022, p. 5.

3.1 The methodology applied by Applicants to develop the Master Segment Table traffic density values is conceptually flawed

It is important to remember that Applicants used a complex, fractured, and fundamentally flawed approach to develop their Operating Plan and the various operating metrics. Many of the flaws in Applicants' methodology are discussed in detail in my first Verified Statement,[27] with significant additional details provided in Appendix A below. As a reminder of Applicants' approach, Exhibit 3-1 below depicts the logic (or illogic) flow employed by Applicants (updated from my prior Verified Statement to reflect additional understanding of the process employed).

Exhibit 3-1: Depiction of the Applicants' modeling process (updated)[28]



Notes: 1. Except perhaps through selected "efficiency factors," such as changes in train weight or velocity. 2. While operating metrics in the System Model are not broken out by Line of Business. 3. Appears that organic growth may have been used only in the calibration of line densities.

[27] Van Dyke First Verified Statement, Section 4.4.
[28] Adapted from Van Dyke First Verified Statement, Exhibit 4-1.

Applicants continue to insist in their responses to Board *Decision No. 16* and the Amended Operating Plan filing that Applicants' proposed density data values were derived from a MultiRail analysis.[29] But that is simply not the case. The tonnage values used by Applicants in their proposed density data submissions are not the result of a well-structured MultiRail analysis but instead were manufactured through a complicated process based on numerous separate data sources and "calibrations" that have yielded highly suspect results.[30] One can see the illogic in the resulting tonnage numbers through a simple inspection of the proposed tonnage values, as detailed in subsequent sections of this Verified Statement. The ill-conceived attempt to "calibrate" Applicants' "constructed" density data to match CP, KCS, and KCSM actual aggregate 2019 values does nothing to remedy this fundamentally flawed process. Nor do other "adjustments" in Applicants' Amended Operating Plan result in base year data that is anywhere close to Applicants' actual 2019 traffic flows on a segment by segment and yard by yard basis.

Further, this process has been made even more complex for post-transaction values in the Amended Operating Plan, while carrying forward all of the flaws present in the original filing. The result is that in addition to suspect base year values, post-transaction tonnage values are equally invalid, if not even less accurate, than base year values.

Detailed, step by step, logic flows for both pre- and post-transaction calculations of segment-by-segment tonnages are provided in Appendix A. This includes examples of how these calculations were applied to specific line segments and a more detailed exploration of the resulting errors for selected line segments.

[29] *See* STB Finance Docket No. 36500, Applicants' Response to Decision No. 16, pp. 5-6, ¶¶8-9; CP-KCS Amended Operating Plan, pp. 30, 37, 57.
[30] Van Dyke First Verified Statement, Sections 4.1 and 4.3; *See* Sections 4 and 5 in this statement; *See* Appendix A following statement.

As witness Makholm explains, Applicants' attempt to "model" CP and KCS base year traffic densities is inconsistent with the regulatory purpose for adopting a "base year," since Applicants use partial year extracts of data from multiple years, none of which is 2019.[31] The result is a "model" that does not properly consider the impacts of seasonality, nor the normal "month to month" variability in traffic that can occur in specific portions of the network for a variety of reasons (demand patterns, operational reasons, labor issues, temporary plant closures, weather, etc.). Scaling samples from short time periods to full-year figures necessarily replicates – and augments – the impact of these variations which, even if small in the aggregate, can be substantial on a segment-by-segment, commodity-by-commodity basis.

Moreover, as my prior testimony shows,[32] Applicants' "calibration" methodology – which is simply an aggregate scaling of the "baseline" data to match CP's and KCS's respective systemwide traffic GTMs for the time periods used in their analysis – is simply not capable of producing accurate and reliable segment-specific density values. By applying the same network-wide "calibration factors" to adjust the line densities on each individual line segment on CP's and KCS's networks, Applicants are assuming that the percentage difference between the "modeled" (and uncalibrated) line densities and the actual line densities is the same for every segment of the network. To understand this, consider Exhibit 3-2:

Exhibit 3-2: Example of applying uniform calibration factors to equal proportional errors

Line Segment	A: Segment Mileage	B: Historic Tonnage	C: Uncalibrated "Model" Tonnage	D: Percent Difference	E: Calibration Factor	F: Calibrated "Model" Tonnage
Segment A	40	10	12.5	25%	0.8	10
Segment B	30	15	18.75	25%	0.8	15
Segment C	20	20	25	25%	0.8	20

[31] STB Finance Docket No. 36500, CN's Comments on Application and Request for Conditions, June 9, 2022, Verified Statement of Jeff Makholm – hereinafter "Makholm Verified Statement", p. 4

[32] STB Finance Docket No. 36500, CN's Comments on Application and Request for Conditions, March 28, 2022, Verified Statement of Carl Van Dyke – hereinafter "Van Dyke Second Verified Statement", Section 3.2.

Under Applicants' approach, the calibration factor is determined by computing GTMs associated with columns B and C and taking the ratio of the two. In the above example, B yields 1,250 GTMs and C yields 1,562.5 GTMs, giving us a calibration factor of 1250/1562.5 or 0.8. Now let us consider a case where the differences between the historic tonnage and uncalibrated model tonnage are not proportional, as shown in Exhibit 3-3:

Exhibit 3-3: Example of applying uniform calibration factors to unequal proportional errors

Line Segment	A: Segment Mileage	B: Historic Tonnage	C: Uncalibrated "Model" Tonnage	D: Percent Difference	E: Calibration Factor	F: Calibrated "Model" Tonnage
Segment A	40	10	15	50%	0.8	12
Segment B	30	15	18.75	25%	0.8	15
Segment C	20	20	20	0%	0.8	16

In the above example, the calibration factor remains the same, as the historic values are unchanged, and the uncalibrated model tonnage yields the same total number of GTMs when summed across all segments. However, the percentage differences (Column D) are very different, and the resulting "calibrated" tonnages no longer correspond to historic values, with an overestimate on Segment A and an underestimate on Segment C.

The above example demonstrates both the nature of CP-KCS's calibration process, and how this calibration process does nothing to mitigate fundamental errors in the modeling process.[33] Accordingly, Applicants' methodology cannot yield accurate traffic density values at a line segment level, which is essential to the primary purpose of the operating plan. Furthermore, based on my review of the CP-KCS Application, Amended Operating Plan, and work papers,

[33] To further highlight how this is problematic, consider a scenario where the base traffic in the sample month in a specific location is lower than expected *for a specific reason in one location* (e.g., labor action impacting a major shipper, or renovations being made at a plant). Logically, one would expect that once that factor subsides (e.g., the labor action is over), overall traffic levels will return to what they would have otherwise been, due to an *increase in traffic in that specific location.* However, the use of an aggregate scaling such as the one proposed by Applicants would instead force an increase in *all other segments* to make aggregate figures match, while *keeping that specific location depressed*. Clearly, the methodology will yield unreasonable results on a location-by-location basis.

Applicants made no effort to "calibrate" train counts or yard activity measures to in any way correspond to 2019 (not even at an aggregate level) – meaning that the trains and yard activity values in their Amended Operating Plan represent only a mix of October 2020 and early 2021 values, not 2019 values.

In the end, the accuracy of base year data matters because that data is critical to quantifying the impacts of a merger, including operating plan details, capital planning, capacity requirements, labor implications, environmental impact, and financial projections. If one or more elements of base year data are not reliable, the Board and interested parties lose the ability to accurately assess the effects of the merger. Particularly, the fact that the Applicants' constructed Base Year 2019 does not correspond to *any* single time period (and certainly not 2019) impedes a reliable assessment of the merger's impacts.

3.2 Applicants' rationale for applying their convoluted approach to developing Base Year traffic densities are meritless

Despite 2019 being accepted as the Base Year by the Board based on the pre-filing notice of CP-KCS, the Applicants elected to walk away from actual 2019 data in their development of the post-transaction Operating Plan. They provide a number of rationalizations for doing so in their Amended Application, with the primary statement being as follows:

> "We concluded that it would not be reasonable to use traffic data from 2019 to represent Base Plan operations because of the changes in traffic flows and operational design between 2019 and early 2021, which would have resulted in a mismatch that undermined the reliability of the Base Plan as a reflection of pre-Transaction conditions."[34]

Applicants then try to further justify this decision by citing various traffic and operational changes that occurred post-2019, such as the loss by CP of intermodal contracts, the acquisition

[34] CP-KCS Amended Operating Plan, p. 33, ¶79.

of the Central Maine & Quebec, and the reduction of coal traffic on KCS.[35] A review of the examples cited show that with the exception of a power plant closure on KCS, none of these changes would have any meaningful impact on the CP-KCS transaction and merger-related traffic movements. Surely, Applicants could have simply removed the coal traffic for the one impacted power plant, and otherwise used the 2019 traffic "as is" from a merger assessment perspective. At the same time, they dismiss the relevance of the shutdown of the Port of Lazaro Cardenas during their selected month of October 2020 for intermodal traffic as only impacting Mexico.[36] Given the plans for new traffic at Lazaro Cardenas, and the potential for congestion at the port or on the lines within Mexico, with a chance of spillover effects into the US, the failure to include this traffic would seem much more material to the merger than the loss of some CP intermodal traffic that does not in any way intersect with the KCS network, or CP's acquisition of a rail line serving Quebec and the State of Maine. Furthermore, a permanent loss of traffic would tend to free up capacity, causing its overstatement to yield a more conservative assessment of the merger operating plan, while the omission of key traffic that is expected to recover would tend to overstate available capacity and mask the true impacts of traffic increases.

Based on 40 years of modeling railroad operations, I have learned that no period of time is perfect. Every year contains "anomalies," such as work stoppages, plant openings or closings, weather issues, changing economic conditions, etc. One can work around these issues by making targeted adjustments, or perhaps simply making note of the issues in the description of the results. However, the fact is that Applicants adopted 2019 as their Base Year. If 2019 was in inappropriate period of time to use, then they could have – and should have -- proposed a different base year. Applicants cannot unilaterally walk away from the base year that they

[35] CP-KCS Amended Operating Plan, p. 33, ¶80.
[36] CP-KCS Amended Operating Plan, pp. 34-35, ¶83.

selected, use an amalgam of data from different time periods in multiple other years to build the operating plan, and then attempt to bury the details in the work papers while continuing to claim that 2019 was used as the base year. I see no reason, based on my professional experience, that Applicants could not have used the agreed upon base year, adjusting their 2021 blocking and train service plan to match the 2019 traffic, including perhaps adjusting this traffic in strategic ways to reflect the most significant differences, if any.

At the same time, Applicants state that one cannot rely on the tonnage values they collected in the normal course of business for two primary reasons: 1) these tonnages include locomotives, and 2) there were anomalous measurement practices on KCS resulting in distorted (primarily overstated) tonnage values.[37] As explained in Section 4.2 of this Verified Statement, the first issue could have been easily resolved by using publicly available data regarding CP and KCS tonnages with (or without) locomotive tons. While we understand that there may have been some over or under statement of tonnages on some KCS line segments due to internal data collection processes, we do not believe these defects were so serious as to prevent the historic tonnages from being used to validate the base year line densities.

3.2.1 Applicants' approach is not comparable to prior merger approaches

Applicants attempt to portray the methodologies underlying their Amended Operating Plan as being equivalent to those used in prior mergers.[38] Nothing could be further from the truth. Specifically, Applicants' (incorrectly) claim that the approach that they used was also used by applicants in several prior Class I merger proceedings:

> *See, e.g., CN/IC,* Finance Docket No. 33556, Application Vol. 2 (CN/IC-7), Operating Plan (Exhibit 13) (filed July 16, 1998) at 127 ("Operating Plan was constructed using 1996 as the base traffic year;" "To provide as accurate an indication of current operating patterns as possible, CN and IC used freight train operations and other daily

[37] CP-KCS Amended Operating Plan, pp. 31, 35.
[38] CP-KCS Amended Operating Plan, p. 32.

> operating data for the first quarter of 1998."); *UP/SP*, Finance Docket No. 32760, Application Vol. 3 (UP/SP-24), Operating Plan (Exhibit 13) (filed Nov. 30, 1995) (Operating Plan built "using 1994 traffic levels;" "To provide as accurate an indication of operating patterns as possible, UP and SP planners identified freight train schedules and other operating data for the most recent period during 1995 for which this information was available when planning began."); *BN/Santa Fe*, Finance Docket No. 32549, Application Vol. II (BN/SF-8), Operating Plan (Exhibit 13) (filed Oct. 1994) at 7 (traffic study used 1993 as base year, operating plan used "terminal blocking and train schedules … in effect in mid 1994").[39]

I was personally involved in developing the operating plans submitted in both the CN/IC merger and the UP/SP merger.[40] While the operating plans in those cases did not rely entirely on the train service plan from the designated "base year," there are several very important (and meaningful) distinctions between the approach taken in those mergers and the methodologies employed by Applicants in this proceeding:

- First, and most importantly, the traffic data that was used to develop the operating plan in both the CN/IC and UP/SP mergers was the applicants' actual real-world traffic for the chosen base year, not an amalgam of sample time periods taken from other years.[41] (Based upon the language from Applicants' Amended Operating Plan quoted above, that also appears to have been the case in the BN/SF proceeding as well).
- The non-unit train operating plans in both CN/IC and UP/SP were adjusted to match the actual base year traffic.[42] In other words, the train counts, yard activity levels, and tonnages in the operating plans submitted in those cases reflected the actual base year, not some other time period(s).
- In both CN/IC and UP/SP, the operating plan was based on a full year of traffic in order to average out seasonal effects and to capture the full breadth of operations throughout the year.[43]

[39] CP-KCS Amended Operating Plan, see footnote 10, p. 32.
[40] I cannot speak to the details of the BN/Santa Fe merger filing.
[41] *CN/IC,* Finance Docket No. 33556, Application Vol. 2 (CN/IC-7), *UP/SP*, Finance Docket No. 32760, Application Vol. 3 (UP/SP-24)
[42] *CN/IC,* Finance Docket No. 33556, Application Vol. 2 (CN/IC-7), *UP/SP*, Finance Docket No. 32760, Application Vol. 3 (UP/SP-24)
[43] *CN/IC,* Finance Docket No. 33556, Application Vol. 2 (CN/IC-7), *UP/SP*, Finance Docket No. 32760, Application Vol. 3 (UP/SP-24)

- In both CN/IC and UP/SP, unit trains included in the base year operating plan were based on the actual unit train movements observed in the full-year, base year traffic.[44] There, was no reason to adopt unit trains from other time periods, when the actual historic unit train movements could be directly identified through the analysis of the base year waybills. The same is true for the CP-KCS merger, where full year 2019 waybill data was available.

Finally, as stated in my first Verified Statement, at least in the case of CN/IC and NS/Conrail, the actual base year train counts and system metrics were used to inform the capital planning process and to drive the financial analysis of the pre- and post-transaction scenarios.[45] No such relationship exists in the CP-KCS Application.

In short, the *only* element that Applicants' operating plan has in common with those presented in prior merger cases is the use of a blocking and/or train plan from an alternate time period as the starting point for developing the non-unit train operating plan. Here, Applicants decided to adjust their 2021 non-unit train plans to match their October 2020 traffic[46]; it would have been no more difficult to match the full-year 2019 traffic instead. Moreover, because Applicants used a sample of unit trains from 2021 and did not even look at the actual unit train traffic at an O-D level for 2021 or compare it with actual 2019 unit train traffic and make appropriate adjustments[47], there is truly no analytic connection between Applicants' unit trains and the 2019 Base Year.

In conclusion, as a result of methodologically flawed "calibrations" applied by Applicants, the Amended Operating Plan is disconnected from any specific and identifiable Base Year and certainly is not based on CP's and KCS's actual 2019 experience. Both the original operating

[44] *CN/IC,* Finance Docket No. 33556, Application Vol. 2 (CN/IC-7), *UP/SP*, Finance Docket No. 32760, Application Vol. 3 (UP/SP-24)
[45] Van Dyke First Verified Statement, Sections 3 and 4.
[46] CP-KCS Amended Operating Plan, pp. 30, 34.
[47] CP-KCS Amended Operating Plan, pp. 30, 37.

plan submitted by Applicants and their more recent Amended Operating Plan are based on methodologies that render them unsuitable as a basis for assessing the impacts of the proposed merger on communities, customers, other railroads, and other interested parties, on a geographically specific, line-by-line basis.

The confusion related to the interpretation of Applicants' operating plan data, inconsistent data, and the requirement to file an amended operating plan are a direct result of the complex and convoluted approach Applicants took in developing their post-merger operating plan. If Applicants had taken the straightforward approach of using full-year 2019 traffic, including unit trains, within MultiRail, and producing all of their key line and yard metrics using MultiRail, none of the issues Applicants now confront would have arisen.

Applicants' need to disavow their historic tonnage values collected in the ordinary course of business is also a direct result of the flawed modeling approach they adopted. Surely, the issue of inclusion of locomotives in these values could have been addressed through appropriate adjustments, as I have set forth in this Verified Statement.[48] Based on the statistics published by the AAR, it is clear that KCS and CP know the amount of GTMs their locomotives generate separate from railcars.[49] The "disavowal" of their own corporate statistics by Applicants is again a direct result of the incompatibility of their Base Year models with the actual operations and traffic for 2019.

In short, the confusion, errors, and computational complexity associated with the Applicants' post-merger operating plan is a mess of their own making.

[48] See Section 4.2. in this statement.
[49] See Exhibit 4-6 in this statement.

4. Applicants' Base Year Tonnage and Train Counts Cannot be Validated Due To the Methodology Used

The Board, OEA, and interested parties must be able to validate that the operating plan and associated activity measures fairly and accurately represent both pre- and post-transaction conditions. This is required to ensure that communities, customers, other railroads, and other parties affected by the proposed merger can correctly assess the feasibility and impacts of the transaction on the environment, safety, service levels, congestion, and other metrics of interest.

As I described in the previous section, the approach taken by Applicants makes complete validation of their Base Year traffic densities impossible. Applicants disavow the real-world tonnage values set forth in their original Exhibit 14 and essentially ask the Board (and interested parties) to trust that the tonnage figures generated by their convoluted methodology provide an accurate reference point for assessing the merger.[50]

As an initial matter, Applicants did not include in their work papers the waybill data for the periods in 2021 associated with the unit trains they used, so the record contains no method or data to validate that the unit train tonnages or counts used by Applicants accurately reflect early 2021 unit train traffic levels, or to explain how the underlying traffic levels from 2021 compare to 2019 Base Year values.

Nonetheless, I have attempted to validate Applicants' traffic density values, and to the extent possible, train counts. As described below, the tonnage values produced by Applicants' "calibration" methodology are dramatically inaccurate in multiple cases, supporting a conclusion that those density values – and Applicants' Amended Operating Plan – are simply not reliable.

[50] CP-KCS Amended Operating Plan, pp. 33-34.

4.1 Base Year (pre-transaction) reported tonnages are erroneous based on direct inspection of actual 2019 tonnage values

Based on my review of Applicants' traffic density methodology, Applicants did not use their selected 2020-2021 traffic to project tonnages by line segment. Instead, they appear to have projected trains by line segment, and then applied externally developed average train weights by segment to arrive at estimated tonnage values for each segment. Those values were then "calibrated" through Applicants' methodology to generate the segment-specific density values set forth in their Master Segment Table.[51]

The result of this convoluted modeling approach is a set of train weights (and resulting densities) that vary dramatically between adjacent line segments, even where trains appear to traverse those line segments without stopping to pick up or set off cars. Under Applicants' approach, no distinction was made between different types of trains or the effects of changing train frequency on average train weight. The significant anomalies created by this approach are readily apparent in the Base Year tonnage values upon which Applicants' Amended Operating Plan is based.

Exhibit 4-1 below illustrates this issue for the KCS mainline between Beaumont, TX and Robstown, TX:

[51] See Appendix A below for details of methodology applied by Applicants.

Exhibit 4-1: Beaumont to Robstown train counts, tonnages, and average train weights

Subdivision	Line Segment	Applicants' Base Daily Train Count[52]	Applicants' Calibrated Base Year Tonnage (millions)[53]	Average Train Weight[54]	Adjusted 2019 Historic Tonnage[55]
Beaumont to Rosenberg	Beaumont, TX – Rosenberg, TX[56]	8.47	{{ }}	{{ }}	27.92
Rosenberg	Rosenberg, TX - Kendleton, TX	8.39	26.32	8,595	26.23
Rosenberg	Kendleton, TX – Victoria, TX	8.70	27.28	8,591	24.08
Victoria to Robstown	Victoria, TX – Placedo, TX (UP)	7.94	16.45	5,676	23.89
Victoria to Robstown	Placedo, TX – Robstown, TX (UP)	7.94	16.45	5,676	23.90
	Maximum Value	8.70	27.28	8,595	27.92
	Minimum Value[57]	7.94	16.45	5,676	23.89
	Percent Difference (Min. to Max.)	10%	66%	51%	17%

While the train count remains fairly consistent over the segments of this line, the annual total tonnage varies dramatically between segments, from a low of 16.5 million tons (with an average train weight of 5,676 tons) to a high of 27.3 million tons (with an average train weight of 8,591 tons). Comparing the inconsistent tonnage values generated by Applicants' methodology with the adjusted historic tonnages (and comparatively low variability in tonnages) in the far

[52] CP-KCS Amended Operating Plan, Appendix T, p. 10.
[53] CP-KCS Amended Operating Plan, Appendix T, p. 11; Work paper 24.1.1.9-Trains Per Day and Gross Ton Miles.xlsx for Beaumont – Rosenberg segment.
[54] Calculated by annual tonnage / (daily train count * 365 days); See work paper for this statement "HC - Segment Tonnage Comparison – Applicant Submitted vs. Historical.xlsx" for more detail.
[55] The Adjustment is introduced to exclude locomotives from the tonnage reported in Exhibit 14 "Part A", based on the historical portion of GTMs corresponding to locomotives for KCS (as reported in the Analysis of Class I Railroads). *See* Exhibit 4-6 in this Statement for further details on this calculation. An analogous calculation is used to adjust tonnages for CP where appropriate. This adjustment was made by Oliver Wyman.
[56] For the Beaumont to Rosenberg subdivision, the Applicants' Amended Operating Plan shows there being one segment labeled "BEAUMONT TO ROSENBERG" in Appendix T with a significantly low 2.59 million annual tonnage. In the accompanying work paper, 24.1.1.9-Trains Per Day and Gross Ton Miles.xlsx, there are two segments for this subdivision labeled }} and {{ }} {{ }} of which have different density values. We gave the benefit of the doubt and assumed the {{ }} segment displayed the correct tonnage of { }} based on the density values of the adjacent segments.
[57] Minimum value excludes the potentially erroneous Beaumont – Rosenberg segment.

right column, it is apparent that the Applicants' proposed tonnages are almost certainly wrong, particularly for the two UP line segments.

Applicants provide an estimate of the number of cars traversing each line in their work papers (and shown in Exhibit 4-2).[58] The car count is clearly fairly consistent over this line. If one takes this car count and multiplies it by an estimated average gross weight per car of 75 tons,[59] one can develop an independent estimate of the base tons for each line segment, as shown in Exhibit 4-2:

Exhibit 4-2: Beaumont to Robstown daily car counts and estimated annual tonnage

Line Segment	Non-Unit Train Daily Cars[60]	Unit Train Daily Cars[61]	Total Daily Cars[62]	Annual Tonnage at 75 tons/car (millions)	Applicants' Calibrated Base Year Tonnage (millions)
Beaumont, TX – Rosenberg, TX	{{ }}	{{ }}	{{ }}	{{ }}	{{ }}
Rosenberg, TX - Kendleton, TX	{{ }}	{{ }}	1,015.2	27.8	26.32
Kendleton, TX – Victoria, TX	{{ }}	{{ }}	1,080.4	29.6	27.28
Victoria, TX – Placedo, TX (UP)	{{ }}	{{ }}	985.3	27.0	16.45
Placedo, TX - Robstown, TX (UP)	{{ }}	{{ }}	985.3	27.0	16.45

This cross-check creates values that are fairly consistent with the Rosenberg-Kendleton and Kendleton-Victoria segment tonnages as reported by Applicants and reinforces that the tonnage on the other three segments are likely underestimated by at least 10 million annual tons. Note that reducing the assumed average gross weight to 60 tons per car still yields an annual tonnage

[58] Work paper 24.1.1.9-Trains Per Day and Gross Ton Miles.xlsx.
[59] Testing a wide set of assumptions about empty/loaded ratios and loaded and empty gross weights leads me to conclude that 75 gross tons per car is a conservative estimate. For example, assuming an equal loaded/empty ratio for grain yields something like 30 tons empty and 130 tons loaded, or 80 tons per car. CP for example uses 110 tons for a loaded intermodal car and 60 tons for an empty, and assumes about 25% of the cars are empty, yielding an average weight of 97.5 tons. Multilevels counterbalance this somewhat, perhaps weighing 50 tons empty, 70 tons loaded, with an average of 60 tons, assuming a 50/50 split of loaded to empty (higher if you assume more loads than empties).
[60] Work paper 24.1.1.9-Trains Per Day and Gross Ton Miles.xlsx.
[61] Work paper 24.1.1.9-Trains Per Day and Gross Ton Miles.xlsx.
[62] CP-KCS Amended Operating Plan, Appendix T, p. 12, elicited daily carloads by dividing annual carloads by 365 days; Work paper 24.1.1.9-Trains Per Day and Gross Ton Miles.xlsx for the Beaumont – Rosenberg segment.

on segments through Placedo of 21.6 million tons, representing 5 million tons under-reported. (It should be noted that 60 tons per car represents a very low estimate that is unlikely, in my opinion, to be the case in reality.)

The unreliable nature of Applicants' traffic density data is likewise apparent with respect to other segments of the proposed CPKC network. Exhibit 4-3 provides additional examples of line segments where large variations in train weight appear to drive differences in tonnage that may not be aligned with reality.

Exhibit 4-3: Examples of Tonnage Variations Caused By Suspect Train Weights

Subdivision	Line Segment	Applicants' Base Daily Train Count[63]	Applicants' Calibrated Base Year Tonnage (millions)[64]	Average Train Weight[65]	Adjusted 2019 Historic Tonnage[66]
Marquette	Bluff, MN - MN/IA Marquette, IA	4.66	13.05	7,672	18.82
Marquette	MN/IA Marquette, IA -Marquette, IA	4.66	16.37	9,624	18.84
Ottumwa	Nahant, IA – Muscatine, IA	6.09	13.31	5,988	14.02
Ottumwa	Muscatine, IA – Ottumwa, IA	4.30	14.77	9,411	16.06
Laredo	Ottumwa, IA - MO/IA Laredo, MO	3.17	10.37	8,962	11.51
Laredo	MO/IA Laredo, MO - Laredo, MO	3.17	10.37	8,962	11.46
Kansas City North	Laredo, MO - Polo, MO	3.74	12.36	9,054	11.46
Kansas City	Polo, MO Airline Jct, MO	3.62	10.49	7,939	11.22
Mexico	Slater, MO - Mexico, MO	1.85	4.28	6,338	8.19
Roodhouse	Mexico, MO - Roodhouse, IL	2.12	4.02	5,195	6.19
Springfield	Roodhouse, IL - Murrayville, IL	0.78	1.00	3,512	2.87
Jacksonville	Murrayville, IL - Jacksonville, IL	0.73	1.33	4,992	2.85
Godfrey	Roodhouse,IL - Godfrey, IL	1.57	1.05	1,832	3.55
East St Louis Term	Godfrey, IL - East St Louis, IL	3.71	6.84	5,051	5.10
Pittsburg	Pittsburg, KS - Kansas City, MO	15.14	36.81	6,661	47.67
Heavener	Watts, OK - Pittsburg, KS	14.14	41.89	8,116	37.92
Artesia	Tupelo, MS – Corinth, MS	1.71	3.26	5,223	2.68
Counce Branch	Corinth, MS – Sharps, MS	4.29	1.71	1,092	2.10

[63] CP-KCS Amended Operating Plan, Appendix T, pp. 2, 6, 10.
[64] CP-KCS Amended Operating Plan, Appendix T, pp. 3, 7, 11.
[65] Calculated by annual tonnage / (daily train count * 365 days); See work paper for this statement "Segment Tonnage Comparison – Applicant Submitted vs. Historical.xlsx" for more detail.
[66] CP-KCS Amended Operating Plan, Amended Exhibit 14, pp. 37, 39. Tonnages adjusted by Oliver Wyman to exclude the weight of locomotives for KCS, a calculation explained in Exhibit 4-6.

As a further example of using car counts as a cross check, Applicants report 625.5 cars per day on both segments of the Marquette subdivision, which at 75 tons per car would yield 17.1 million tons per year. Likewise, the Godfrey subdivision is reported to have 119.2 cars per day, while the Godfrey to East St. Louis segment is reported to have 120.1 cars per day. At 75 tons per car, 120 cars per day would yield 3.3 million tons per year, which compares favorably to the historic tonnage on the Godfrey subdivision, but not the East St. Louis Terminal subdivision . Based on this, one can only conclude one of the following: (a) the estimated car counts are wrong, (b) some combination of the train counts and average train weights are wrong, or (c) all of the above.

4.2 If Applicants' methodology were sound, the segment-specific density data underlying the Amended Operating Plan should correlate to Applicants' actual 2019 traffic, but it does not

If, as Applicants claim, their methodology produced traffic densities that "reasonably reflect pre-Transaction operations,"[67] one would expect that the segment-specific tonnage values and train counts in the Amended Operating Plan would reflect CP's and KCS's actual experience in 2019. However, because Applicants used a list of unit trains from early 2021, estimated the tonnage for those trains through a convoluted process not directly tied to the traffic they carried, and used non-unit trains matched to traffic from October 2020,[68] the connection to 2019 on a segment-specific basis is essentially nonexistent. This flaw in Applicants' methodology was further exacerbated by their reliance on externally sourced average train weights instead of the actual tonnage for non-unit traffic that moved over their networks during October 2020.

[67] CP-KCS Amended Operating Plan, p. 30, ¶ 72.
[68] Because Applicants matched their non-unit train operating plan to October 2020 and made no "calibration" adjustments with respect to 2019, I can only conclude that the train counts are reflective not of 2019 but of October 2020.

Moreover, in a flawed attempt to develop tonnage estimates for individual line segments, Applicants simply applied to each segment within each merging railroad the same "calibration factor" that they used to make aggregate systemwide GTMs in the Amended Operating Plan model match the total systemwide GTMs of each of the merging railroads during 2019.[69] This process necessarily assumed that the percentage difference between the tonnage that moved during the time periods (in 2020 and 2021) that Applicants used in their Amended Operating Plan for each merging railroad and the tonnage that actually moved over each railroad's lines during 2019 was *the same for every segment on CP and KCS, respectively!*

To test this (dubious) hypothesis, it is useful to benchmark the tonnage figures generated by Applicants' methodology against their actual 2019 experience. Applicants' actual Base Year tonnage values (while somewhat imperfect, as are most data sets) are the best available source of information for benchmarking purposes.[70] Another way to test the validity of Applicants' traffic densities is to compare them with Applicants' full year 2019 waybill data. As I demonstrate below, neither October 2020 nor early 2021 provide a representative view of 2019 traffic volumes, and the differences between Applicants' "calibrated" density values and their 2019 real-world line densities are significant. Based on my analysis, it is fair to question the accuracy of the Base Year traffic densities presented in the Amended Operating Plan.

In my first Verified Statement, I demonstrated that October 2020 is not a representative period for non-unit train traffic[71] as detailed in Exhibit 4-4.

[69] CP-KCS Amended Operating Plan, pp. 39-40.
[70] Applicants could have simply used the full year 2019 traffic data for both unit and non-unit traffic, eliminating the need for their convoluted modeling process.
[71] Van Dyke First Verified Statement, Sections 5.2 and 6.3.1.

Exhibit 4-4: Examples of impacts from Applicants using non-representative traffic data

Traffic Type	Description	Impact
Intermodal	Due to a blockade by striking teachers, the Port of Lazaro Cardenas was effectively closed during October 2020	Applicants base period is missing about { }} annual loaded northbound container moves, which would cause on the order of {{ }} annual gross tons to not be included in the Mexican density data[72]
Carload	Fewer boxcar loadings on KCS/KCSM in October 2020 (when annualized) than observed for full year 2019	11% under-representation of loaded boxcar moves[73]
Automotive	Fewer multilevel loadings on KCS/KCSM in October 2020 (when annualized) than observed for full year 2019	13% under-representation of loaded multilevel moves[74]
Automotive	O-D patterns for multilevel traffic in October 2020 do not correspond to full year 2019 traffic patterns	Gains and losses of thousands of cars per year at an O-D by O-D level[75]

I also examined the unit train data for several segments, including oil trains over the CP line from Sabula, Iowa to Airline Junction, Missouri; KCS { }} trains to/from {{ }}, and KCS {{ }} trains to/from the {{ }} on the Greenville subdivision in Texas. I have reviewed the revised unit train details provided in the work papers for Applicants' Amended Operating Plan,[76] and have updated my analysis of those three cases accordingly. The results are summarized in Exhibit 4-5 below.

Exhibit 4-5: Examples of impacts from Applicants using non-representative traffic data

Traffic Type	Description	Impact[77]
Unit Train	Only a fraction of unit crude oil trains are included in the train counts for the Sabula, Iowa to Airline Junction, Missouri line, even though significant numbers moved in 2019	Instead of the 2019 average of { }} oil trains/month on the Davenport-Ottumwa line, the Applicants' Base Year values only reflect about {{ }} oil trains/month, causing just under { }} annual gross tons not to be included in the Applicants' density data for this line

[72] Van Dyke First Verified Statement, Section 5.2.
[73] Van Dyke First Verified Statement, Section 6.3.1.
[74] Van Dyke First Verified Statement, Section 6.3.1.
[75] Van Dyke First Verified Statement, Section 6.3.1.
[76] Work paper 24.1.1.3.11-TPD Bulk Base CP.xlsx; Work paper 24.1.1.3.12-TPD Bulk Base KCS.xlsx.
[77] See Appendix B for further details of the impact described.

Traffic Type	Description	Impact[77]
Unit Train	Minimal unit {{ }} trains moved between {{ }} and Mexico in the KCS unit train "snapshot" and were thus not represented in the Applicants' base values	Caused on the order of {{ }} annual gross tons not to be included in the Applicants' density data on the Springfield line, and possibly on the entire route from { } to Laredo, TX and beyond
Unit Train	Underreporting of unit trains to/from the {{ }} on the Greenville subdivision between Shreveport and Wylie	{ }} trains traveling to/from { }} are undervalued by { }} trains a month, causing just over {{ }} annual gross tons not to be included in the Applicants' density data on the Greenville subdivision. This underreporting may extend as far north as Kansas City

The overall impact of the issues cited in Exhibit 4-5 is likely under reporting by millions of gross tons – for the studied CP and KCS mainline segments, and a corresponding underestimate of Base Year train counts. See Appendix B for further details of the unit train analysis presented above.

Turning to the comparison of the tonnage values by line segment in the Amended Operating Plan and work papers with Applicants' real world experience, we can observe anomalous values on many lines. Many of these differences are too large in terms of both size of the differences and their geographic scope to be explained solely by 1) CP's and KCS's different treatment of locomotives in developing line density data in the ordinary course, or 2) alleged localized errors in the KCS data collection process. Indeed, as I demonstrate below, the same anomalous results appear on CP *lines* where no localized data collection errors were alleged by Applicants.

If Applicants' actual 2019 tonnage values are adjusted to account for the difference in reporting of locomotive tons, then they should provide a reasonable point of comparison to tonnages submitted with Applicants' Amended Operating Plan.

As noted in my prior testimony, GTMs with and without locomotives for the US operations of all Class I railroads (including KCS and CP) are publicly available in the annual Analysis of

Class I Railroads (lines 700-701 and 703-704) (see Exhibit 4-6 below). This data source shows that, during the year 2019, locomotives represented 5.6% of overall GTMs for the US operations of CP and 7.4% of GTMs for the US operations of KCS. Based on the knowledge that 5.6% of GTMs on CP's US lines are related to locomotives, taking 94.4% of the 2019 tonnage values for the CP lines, as listed in Exhibit 14 Part A, should produce a reliable estimate of GTMs without locomotives for CP.

Exhibit 4-6: 2019 Class I GTMS, from R-1 reports (US lines only) [78]

Line Item	CSX	NS	CN (GTC)	BNSF	KCS	CPSL	UP
700. Locomotives	28,856,795	30,429,239	7,763,728	109,762,761	4,928,962	4,198,385	72,880,060
701. Cars, Contents and Cabooses	386,301,629	369,908,032	126,171,491	1,158,585,109	61,737,927	70,743,019	836,209,187
703. Non-Revenue	2,120,408	2,810,057	1,209,914	11,191,234	32,507	428,316	10,406,772
704. Total Gross Ton-Miles	417,278,832	403,147,328	135,145,133	1,279,539,104	66,699,396	75,369,720	919,496,019
% of GTMs due to Locomotives	6.9%	7.5%	5.7%	8.6%	7.4%	5.6%	7.9%

A similar adjustment of 92.6% of tonnage values in the original 2019 Exhibit 14 Part A values for KCS should provide a comparable estimate for KCS. However, I note that Applicants have alleged that there are other errors in the KCS Exhibit 14 Part A tonnage measures[79], so we assumed to be conservative that some caution must be used when applying the adjusted KCS tonnage values to any comparisons.

4.2.1 Example 1: Benchmarking of the CP line through Ottumwa and Davenport

An examination of the CP line through Ottumwa and Davenport, Iowa (and associated feeder lines) reveals significant differences between Applicants' Amended Operating Plan and

[78] Analysis of Class I Railroads, Association of American Railroads (AAR).
[79] CP-KCS Amended Operating Plan, pp. 78-80.

their real world 2019 density values (adjusted to account for the difference in locomotive tonnage reporting).

The tonnage map for the Ottumwa-Davenport line published in the Amended Operating Plan is shown in Exhibit 4-7 below, and my benchmarking of the Master Segment Table density data[80] for these lines is presented in Exhibit 4-8.

Exhibit 4-7: 2019 tonnage map for Ottumwa-Davenport line, as published in the Application[81]

[80] Based on Appendix T in the CP-KCS Amended Operating Plan.
[81] CP-KCS Application, Volume 2, Exhibit 14 traffic density maps, pp. 508, 510. CP-KCS Amended Operating Plan, Amended Exhibit 14, p. 37.

Exhibit 4-8: Benchmarking of selected CP line segments, Ottumwa-Davenport & feeder lines[82]
Millions of annual gross tons

Line Segment	Segment Miles[83]	Adjusted 2019 Historic Tonnage[84]	Applicants' Calibrated Base Year Tonnage[85]	Tonnage Difference	Percent Diff.
Marquette-Sabula	98.0	20.00	29.17	9.18	45.9%
Davis Jct.-Sabula	61.5	9.82	15.56	5.75	58.6%
Sabula-Clinton	16.5	22.72	22.08	-0.64	-2.8%
Clinton-Water Works	33.2	17.25	15.36	-1.89	-11.0%
Work Works-Nahant	4.5	17.41	15.36	-2.05	-11.8%
Nahant-Muscatine	24.6	14.02	13.31	-0.70	-5.0%
Muscatine-Ottumwa	82.5	16.06	14.77	-1.28	-8.0%
Ottumwa-MO/IA Laredo	61.2	11.51	10.37	-1.14	-9.9%
MO/IA Laredo-Laredo	41.1	11.46	10.37	-1.09	-9.5%
Laredo-Polo[86]	n/a	11.46	12.36	0.91	7.9%
Polo-Airline Jct.	42.1	11.22	10.49	-0.73	-6.5%

The benchmarking reveals mostly consistent underreporting in Applicants' "calibrated" Base Year tonnage data for some segments of the Ottumwa line (in the range of 5-10 percent), and large differences, in the neighborhood of approximately 50 percent, for the Marquette and Davis Junction lines that feed into the Ottumwa line. Unless Applicants assert that there are large errors (beyond the inclusion of locomotives) in the historic tonnage *values CP generates in the normal course of business*, it is clear that the density figures generated by Applicants' "calibration methodology" do not – contrary to what Applicants assert – "reasonably reflect pre-Transaction operations."

Applying the cross-check to the Applicants' reported base car counts for this line clearly demonstrates a number of modeling errors (Exhibit 4-9).

[82] Oliver Wyman analysis.
[83] CP-KCS Amended Operating Plan, Appendix T, pp. 1, 5.
[84] CP-KCS Amended Operating Plan, Amended Exhibit 14, Part A, p. 37. Tonnages adjusted by Oliver Wyman to exclude the weight of locomotives for CP, a calculation explained in Exhibit 4-6.
[85] CP-KCS Amended Operating Plan, Appendix T, pp. 3, 7.
[86] Appears to be trackage rights on Union Pacific, and therefore omitted from some tables.

Exhibit 4-9: Marquette to Airline Junction car counts and estimated annual tonnage[87]

Line Segment	Non-Unit Train Daily Cars[88]	Unit Train Daily Cars[89]	Total Daily Cars[90]	Annual Tonnage at 75 tons/car (millions)	Applicants' Calibrated Base Year Tonnage (millions)
Marquette-Sabula	{{}}	{{}}	1108.9	30.4	29.17
Davis Jct.-Sabula	{{}}	{{}}	595.3	16.3	15.56
Sabula-Clinton	{{}}	{{}}	983.9	26.9	22.08
Clinton-Water Works	{{}}	{{}}	855.4	23.4	15.36
Work Works-Nahant	{{}}	{{}}	855.4	23.4	15.36
Nahant-Muscatine	{{}}	{{}}	761.1	20.8	13.31
Muscatine-Ottumwa	{{}}	{{}}	720.6	19.7	14.77
Ottumwa-MO/IA Laredo	{{}}	{{}}	498.6	13.7	10.37
MO/IA Laredo-Laredo	{{}}	{{}}	424.7	11.6	10.37
Laredo-Polo[91]	{{}}	{{}}	412.1	11.3	12.36
Polo-Airline Jct	{{}}	{{}}	409.8	11.2	10.49

Interestingly, the car counts and modeled tonnages for each of the Marquette-Sabula and David Junction-Sabula segments are fairly consistent with each other, yet differ significantly from the historic tonnages as shown in Exhibit 4-8 above. Whether the discrepancies on these segments are due to modeling errors such as inappropriately routing Chicago traffic over these segments, or due to modeling errors, is impossible for me to say. What is clear is that the process of creating the Base Year values has failed to produce results that correspond to actual 2019 line segment densities in this case.

Exhibit 4-9 also reinforces the underreporting of tonnage between Nahant and Ottumwa, and indicates the presence of various potential modeling errors in the Ottumwa to Airline Junction line, resulting in variances in the tonnages against both historic values and between adjacent line segments.

[87] CP-KCS Amended Operating Plan, Appendix T, p. 8.
[88] Work paper 24.1.1.9-Trains Per Day and Gross Ton Miles.xlsx.
[89] Work paper 24.1.1.9-Trains Per Day and Gross Ton Miles.xlsx.
[90] CP-KCS Amended Operating Plan, Appendix T, pp. 4, 8.
[91] Appears to be trackage rights on Union Pacific, and therefore omitted from some tables.

4.2.2 Example 2: Benchmarking of the KCS Mainline Between Kansas City and Laredo

A side-by-side comparison of Applicants' actual 2019 tonnages (adjusted to account for the difference in locomotive reporting) for the KCS mainline between Kansas City and Laredo and the density values underlying the Amended Operating Plan likewise reveals variances that are too extreme to be credibly explained by differences in the methodologies used by KCS and CP in developing line densities in the normal course of business. Exhibit 4-10 below provides a summary view of the KCS mainline values – note that I used 92.6% of the original Exhibit 14 Part A values to account for the tonnage related to locomotives on KCS.

Exhibit 4-10: Comparison of historic 2019 tonnage from Applicants' Exhibit 14 Part A to the Applicants' proposed density data for KCS mainline

Millions of annual gross tons

Segment	Adjusted 2019 Historic Tonnage[92]	Applicants' Calibrated Base Year Tonnage[93]	Tonnage Difference	Percent Difference
Kansas City - Pittsburg	47.5	36.8	-10.7	-22%
Pittsburg - Watts	37.8	41.9	4.1	+11%
Watts - Poteau	35.4	36.1	0.7	+2%
Poteau - Heavener	36.1	37.4	1.4	+4%
Heavener - De Queen	38.9	34.2	-4.7	-12%
De Queen - Ashdown	39.8	41.3	1.5	+4%
Ashdown - Shreveport	42.4	34.3	-8.1	-19%
Shreveport - Leesville	31.2	24.7	-6.5	-21%
Leesville - De Quincy	27.9	25.5	-2.4	-8%
De Quincy - Beaumont	30.8	21.6	-9.2	-30%
Beaumont – Rosenberg[94]	27.9	{{ }}	{{ }}	{{ }}
Rosenberg - Kendleton	26.2	26.3	0.1	0%
Kendleton - Victoria	24.1	27.3	3.2	+13%
Victoria - Placedo	23.9	16.5	-7.4	-31%
Placedo - Robstown	23.9	16.5	-7.5	-31%

[92] CP-KCS Amended Operating Plan, Amended Exhibit 14 Part A, p. 39 – Tonnages adjusted by Oliver Wyman to exclude the weight of locomotives for KCS, a calculation explained in Exhibit 4-6.

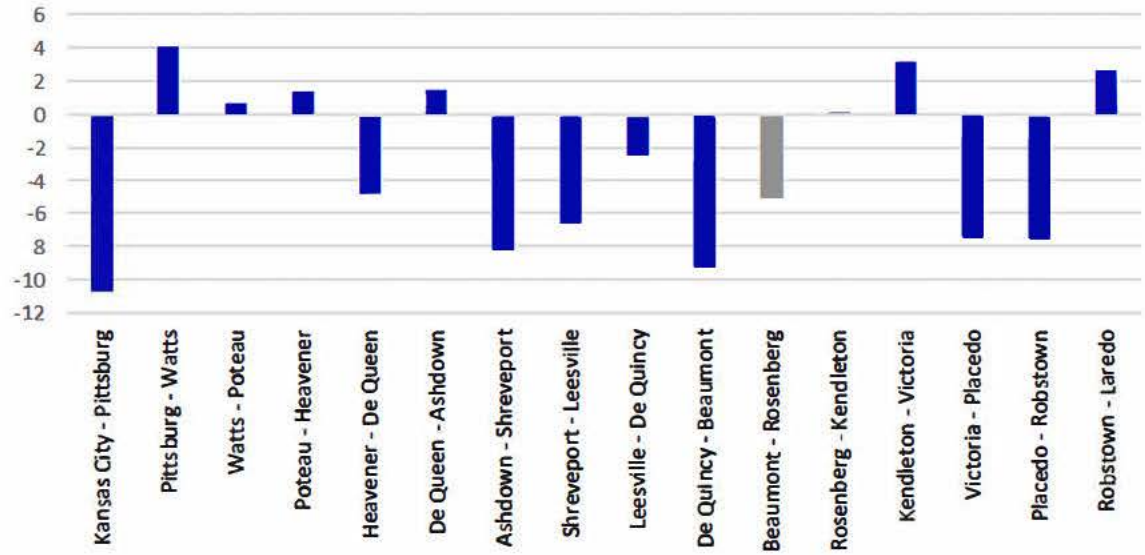
[93] CP-KCS Amended Operating Plan, Appendix T, p. 11.

[94] For the Beaumont - Rosenberg used tonnage from the {{ }} segment in the work paper 24.1.1.9-Trains Per Day and Gross Ton Miles.xlsx due to likely inaccuracy in the values published in Appendix T. See notes for Exhibit 4-1 for further details.

Segment	Adjusted 2019 Historic Tonnage[92]	Applicants' Calibrated Base Year Tonnage[93]	Tonnage Difference	Percent Difference
Robstown - Laredo	34.5	37.3	2.7	+8%

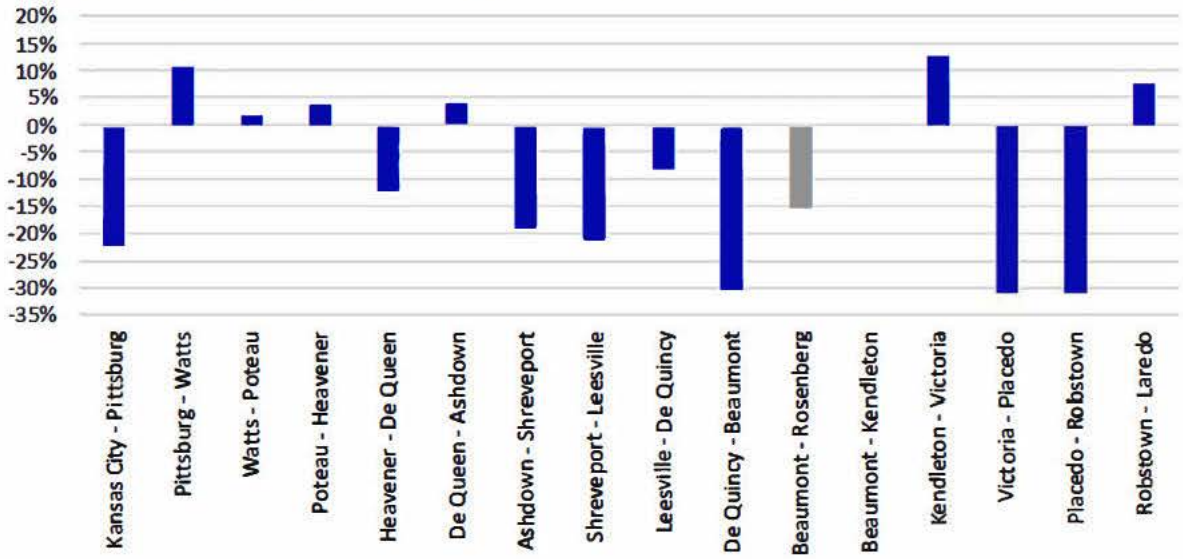
The charts depicted in Exhibits 4-11 and 4-12 provide a graphical view of the substantial variances between the data generated by Applicants' "calibration methodology" and their actual 2019 data, in terms of both absolute values and percentages. (See also the discussion of part of this line segment in Section 4.1 above.)

Exhibit 4-11: Tonnage differences between historic 2019 tonnage from the original Exhibit 14 Part A Density Data (adjusted) to the Applicants' proposed density data for KCS mainline[95]
Millions of annual gross tons



[95] For the Beaumont - Rosenberg used tonnage from the {{ }} segment in the work paper 24.1.1.9-Trains Per Day and Gross Ton Miles.xlsx. The absolute difference for this segment is {{ }}. See notes associated with Exhibit 4-1 for further details.

Exhibit 4-12: Percentage differences in historic 2019 tonnage from the original Exhibit 14 Part A Density Data (adjusted) versus the Applicants' proposed density data for KCS mainline[96]



As one examines these differences, we can observe a logical and consistent pattern in the historic tonnages, with significant changes at Shreveport (where traffic likely disperses in many directions), and Robstown-Laredo, where interchange traffic bound to Mexico comes onto KCS. However, Applicants' data show a significant number of line segments that vary by more than 20% from the actual historic values. It is hard to believe that the KCS "normal course of business" numbers are so faulty as to result in errors of this magnitude. It is also curious that many of the segments between De Quincy and Robstown in particular are massively lower in Applicants' "modeled" line density data.

The real-world 2019 values reflect a measured and consistent pattern, so it does not appear credible that the differences between this data and the density values in Applicants' Amended Operating Plan can be explained by KCS historic numbers overstating density, or traffic that

[96] For the Beaumont - Rosenberg used tonnage from the {{ }} segment in the work paper 24.1.1.9-Trains Per Day and Gross Ton Miles.xlsx. The percent difference for this segment is {{ }}.}}. See notes associated with Exhibit 4-1 for further details.

moved over only a portion of each and every one of these segments, or issues of misallocation of traffic between segments. Certainly, the inclusion or exclusion of locomotives cannot explain a 30% difference in tonnage, when we know that locomotives represented only 7.4% of overall GTMs on KCS in the Base Year. It is far more likely that the discrepancies between Applicants' "modeled" density figures and the data compiled in the normal course of business are attributable to the cumulative effects of using non-representative traffic and fundamental flaws in Applicants' calibration-based methodology.

4.2.3 Example 3: Shreveport – Wylie Line

KCS's line between Shreveport, Louisiana and Wylie, Texas presents another set of highly questionable tonnage values. Below is a comparison of Applicants' actual 2019 density data (adjusted for locomotives) and the density values underlying the Amended Operating Plan.

Exhibit 4-13: Comparison of historic 2019 tonnage from the original Exhibit 14 Part A to the Applicants' proposed density data for Shreveport to Wylie line segments
Millions of annual gross tons

Segment	Adjusted 2019 Historic Tonnage[97]	Applicants' Calibrated Base Year Tonnage[98]	Tonnage Difference	Percent Difference
Shreveport Greenville	21.0	12.9	-8.0	-38%
Greenville - Wylie	16.4	13.9	-2.5	-15%

Of particular relevance in this exhibit is not only the large 38% difference in tonnage on the Shreveport – Greenville segment, but the change in tonnage between the segments. In the historic 2019 data, the tonnage *decreased* by 4.6 million tons on the Greenville-Wylie segment relative to the Shreveport-Greenville segment, while in Applicants' modeled data, we instead see an *increase* of 1 million tons.

[97] CP-KCS Amended Operating Plan, Amended Exhibit 14 Part A, p. 39 – Tonnages adjusted by Oliver Wyman to exclude the weight of locomotives for KCS, a calculation explained in Exhibit 4-6.
[98] CP-KCS Amended Operating Plan, Appendix T, p. 11.

An examination of the 2019 full year waybill data reveals that there is a major consumer of {{ }} at {{ }}, which is located roughly at the {{ }} of the Shreveport – Greenville line segment.[99] According to the waybill data, this customer received {{ }} loaded {{ }} shipments and dispatched {{ }} empty {{ }} cars during 2019. If one assumes {{ }} tons per car for the loads and {{ }} tons per car for the empties, this equates to {{ }} gross tons per year.[100] All of this traffic arrived at {{ }} from Kansas City via Shreveport and is likely a main driver for the historic drop in tonnage on this line as one moves west from Shreveport to Greenville to Wylie.

At an average of {{ }} cars per train,[101] this volume represents {{ }} trains per year (both loaded and empty combined),{{ }} trains per month, or {{ }} trains per day. The work paper upon which the Applicants' modeled density data is based[102] shows {{ }} unit trains per day. While still a {{ }} undercount, it is at least somewhat close to the historic values. That being said, this same spreadsheet lists the post-calibrated average train weight for both the Shreveport – Greenville and the Greenville – Wylie segments at {{ }} tons[103]. The average loaded {{ }} train would be about {{ }} tons (at {{ }} cars at {{ }} tons per car), and an empty train would be about {{ }} tons (at {{ }} cars at {{ }} tons per car), for an average unit {{ }} train weight of {{ }} tons, based on the mix in the Base Year. With these heavy trains not traversing the segment between Greenville and Wylie, it is simply not credible that both of these segments have the same average, historic train weight. Thus, Applicants' use of the same train weight for both segments is likely another cause for

[99] *See* 100% CP-KCS waybill data in FD 36500 – Work Paper – HC 2019_CONSOLIDATED_CPKCS_DATA_MASTER.txt.
[100] *See* appendix B for more information on deriving tonnage numbers.
[101] Based on the entries for Greenville subdivision in Work paper 24.1.1.3.2.3-KCS KCSM Bulk Trains per Day by Subdivision.xlsx
[102] Work paper 24.1.1.3.12-TPD Bulk Base KCS.xlsx.
[103] Work paper 24.1.1.9-Trains Per Day and Gross Ton Miles.xlsx.

errors in their traffic density values for this line. Using these average train weight and trains per day values, the applicant implies annual tonnage for {{ }} traveling to/and from {{ }} of {{ }} tons, a {{ }} ton understatement.

While I will not speculate on the reasons why Applicants' density data shows an increase in tonnage as one moves from Shreveport toward Wylie, versus a decrease in the historic data, I observe that this {{ }} has sufficient volume to explain {{ }} the decrease shown in the historic data.[104] Once again, I believe this clearly demonstrates the flaws in Applicants' methodology, and why the resulting "modeled" density data is a poor substitute for CP's and KCS's actual 2019 density data. Furthermore, given that this traffic also would traverse the KCS mainline from Kansas City, it is quite likely this underreporting also impacts the reliability of tonnage values all the way from Shreveport, Louisiana to Kansas City, Missouri.

4.2.4 Example 4: Jacksonville, IL and the Springfield Line

In connection with CN's Responsive Application seeking divestiture of the Springfield Line, I undertook an extensive analysis of this line, including using MultiRail to develop an operating plan and to assess line densities. The results of the Springfield Line analysis from a "base year" tonnage perspective are presented in Exhibit 4-14.

[104] Around {{ }} tons that should terminate before Greenville are missing, which explains {{ }} of the 5.4M discrepancy in the change of tonnage at Greenville between historical data and the Applicants' calibrated tonnages, since {{ }}/5.4M = {{ }}%.

Exhibit 4-14: Benchmarking of KCS Springfield Line segments
Millions of annual gross tons

Subdivision Start	Subdivision End	Historic 2019 Tonnage[105]	Adjusted 2019 Historic Tonnage[106]	Applicants' Calibrated Base Year Tonnage[107]	MultiRail Estimated Trailing Tonnage[108]	Adjusted Historic vs. Applicants' Tonnage Percent Difference	Adjusted Historic vs. MultiRail Percent Difference
Airline Jct. MO	Slater MO	10.38	9.65	6.17	{{ }}	-36%	{{ }}
Slater MO	Mexico MO	8.81	8.19	4.28	{{ }}	-48%	{{ }}
Mexico MO	Roodhouse IL	6.66	6.19	4.02	{{ }}	-35%	{{ }}
Roodhouse IL	Godfrey IL	3.82	3.55	1.05	{{ }}	-70%	{{ }}
Godfrey IL	East St. Louis	5.48	5.10	6.84	{{ }}	34%	{{ }}
Roodhouse IL	Murrayville IL	3.09	2.87	1.00	{{ }}	-65%	{{ }}
Murrayville IL	Jacksonville IL	3.06	2.85	1.33	{{ }}	-53%	{{ }}
Murrayville IL	Springfield IL	0.04	0.04	0.17	{{ }}	352%	{{ }}

The differences between the historical Base Year density data for the Springfield Line (which appears in Applicants' Exhibit 14 Part A[109]) and the density figures reflected in their Amended Operating Plan are so extreme that it is simply not possible to give any credibility to Applicants' data, unless one assumes that the 2019 tonnage values that KCS collected in its normal course of business had no connection to reality. While my MultiRail analysis also exhibited some differences against the original Exhibit 14 Part A values, the broad indicators are that based on full year 2019 traffic data used in MultiRail, the Exhibit 14 Part A values are far closer to reality than the ones in the Amended Operating Plan.

As a further cross-check, I investigated what traffic the full year 2019 waybills showed as originating or terminating in the {{ }}, IL area. What I found is that {{ }} loads, and {{ }} empties originated or terminated at {{ }} in 2019 based on the

[105] CP-KCS Amended Operating Plan, Amended Exhibit 14 Part A, p. 37.
[106] CP-KCS Amended Operating Plan, Amended Exhibit 14 Part A, p. 37 – Tonnages adjusted by Oliver Wyman to exclude the weight of locomotives for KCS, a calculation explained in Exhibit 4-6..
[107] *See* STB Finance Docket No. 36500, EI-31353, October 28, 2021.
[108] *See* work papers for this statement "HC - Springfield Line - Applicant vs Ex 14 vs Multirail.xlsx".
[109] CP-KCS Amended Operating Plan, Amended Exhibit 14 Part A, p. 37.

full year waybill data supplied by Applicants.[110] This traffic was almost all {{ }} traffic to/from Mexico via Laredo, which represents approximately {{ }} tons per year.[111]

Applicants' work papers indicate that the unit {{ }} trains on the {{ }} subdivision average {{ }} cars per train[112], and that there were a total of {{ }} trains during the sample three-month period from 2021 that they used for KCS unit trains in preparing their Application.[113] That equates to {{ }} trains per day or {{ }} trains per month. The {{ }} loaded and {{ }} empty {{ }} cars moving into and out of {{ }} during 2019 documented in the previously referenced waybill data and applying the {{ }} cars per train value yields a traffic-driven estimate of {{ }} trains per month or {{ }} unit trains per day, fully 77% higher than the {{ }} unit trains per day reflected in Applicants' density data. Applicants used a calibrated average train weight for {{ }} to {{ }} of {{ }} tons[114], making the above {{ }} trains per day equivalent to {{ }} tons per year, versus the actual 2019 value of approximately {{ }} tons.[115]

Clearly, Applicants failed to capture accurate volumes and tonnages for these line segments, likely due to the use of unrepresentative, snapshots of unit trains and compounded by underestimating train weights. It is interesting to note that if this {{ }} data is added to the entire routing from {{ }} to Kansas City, Applicants' density values for the line would be much closer to the historic data. Furthermore, based on the waybill data, much of this traffic travels all of the way to Mexico. Accordingly, failing to account for this missing

[110] 100% CP-KCS waybill data from work paper FD 36500 – Work Paper – HC 2019_CONSOLIDATED_CPKCS_DATA_ MASTER.txt.
[111] See appendix B for more information on deriving tonnage numbers.
[112] Work paper 24.1.1.3.2.3-KCS KCSM Bulk Trains per Day by Subdivision.xlsx
[113] Work paper 24.1.1.3.12-TPD Bulk Base KCS.xlsx
[114] Work paper 24.1.1.9-Trains Per Day and Gross Ton Miles.xlsx.
[115] See appendix B for more information on deriving these tonnage numbers.

{{ }} gross tons of traffic impacts the reliability of Applicants' density values for the entire KCS mainline from Kansas City, Missouri to Laredo, Texas (and beyond).

5. Post-Transaction Reported Line Segment Metrics on Key Mainlines Are Clearly Erroneous

While the errors discussed above in the base tonnage numbers are problematic, the errors in Applicants' segment-specific post-transaction tonnage values are even more concerning. In Appendix T of their Amended Operating Plan, Applicants purport to specify the transaction-related changes in both train counts and the tonnages. While some changes in total tonnage may be associated with increases in the weight of existing trains, the significant variations in the size of the total tonnage increases between adjacent line segments cannot be explained by this consideration. An examination of these values reveals a pattern of serious errors in the estimates for post-transaction tonnage increases. These errors are so substantial that a simple inspection of the tonnage values posited by Applicants make it clear that those values are totally unreliable. Exhibits 5-1 through 5-4 demonstrate this issue clearly for one of the most important and impacted lines on the entire CP-KCS network, Sabula, Iowa to Airline Junction, Missouri.

Exhibit 5-1: Sabula to Airline Junction transaction-related changes in train count and tonnage

Subdivision	Line Segment	Base Train Counts[116]	Post-Transaction-Train Count Change[117]	Total Post-Transaction Trains/Day[118]	Transaction-Related Annual Tonnage Change (millions)[119]	Total Post-Transaction Annual Tons (millions)[120]	Overall Average Train Weight[121]
Davenport	Sabula – Clinton	10.00	14.40	24.40	23.13	45.21	5,076
Davenport	Clinton – Water Works	7.97	14.40	22.37	18.47	33.83	4,143
Davenport	Water Works – Nahant	7.97	14.40	22.37	18.47	33.83	4,143
Ottumwa	Nahant – Muscatine	6.09	14.40	20.49	18.54	31.85	4,259
Ottumwa	Muscatine – Ottumwa	4.3	14.40	18.70	21.68	36.45	5,340
Laredo	Ottumwa – Laredo MO/IA	3.17	14.40	17.57	25.42	35.79	5,581
Laredo	Laredo MO/IA – Laredo	3.17	14.40	17.57	31.66	42.03	6,554
Kansas City North	Laredo – Polo	3.74	14.40	18.14	31.42	43.78	6,612
Kansas City	Polo – Airline Junction	3.62	14.40	18.02	33.83	44.32	6,738
Maximum Value			14.40		33.83		6,738
Minimum Value			14.40		18.47		4,143
Percent Difference - Min to Max			0%		83%		63%

[116] CP-KCS Amended Operating Plan, Appendix T, p. 6.
[117] CP-KCS Amended Operating Plan, Appendix T, p. 6.
[118] Calculated by adding base train counts with post-transaction train counts; See work paper for this statement "Post-transaction train weights.xlsx" for more detail.
[119] CP-KCS Amended Operating Plan, Appendix T, p. 7.
[120] CP-KCS Amended Operating Plan, Appendix T, p. 7; "2017 With Merger" tonnage minus "Organic Growth" tonnage.
[121] Calculated by post-transaction annual tonnage / (post-transaction daily train count * 365 days); See work paper for this statement "Post-transaction train weights.xlsx" for more detail.

Exhibit 5-2: Sabula to Airline Junction transaction-related change in train count by segment

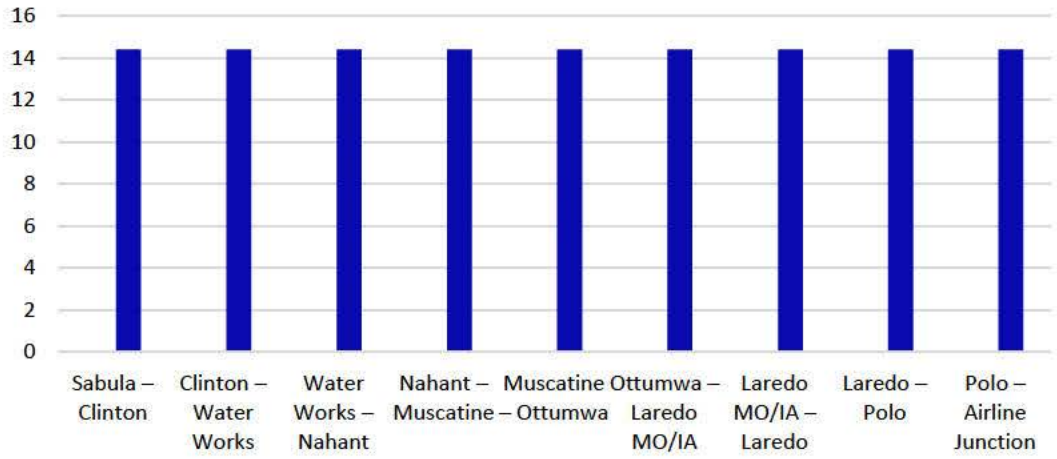


Exhibit 5-3: Sabula to Airline Junction transaction-related change in tonnage by segment

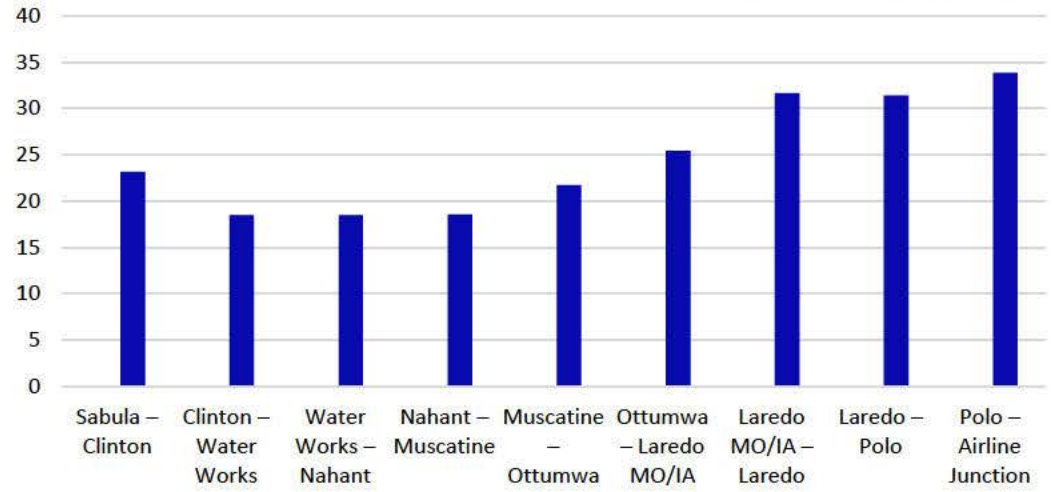
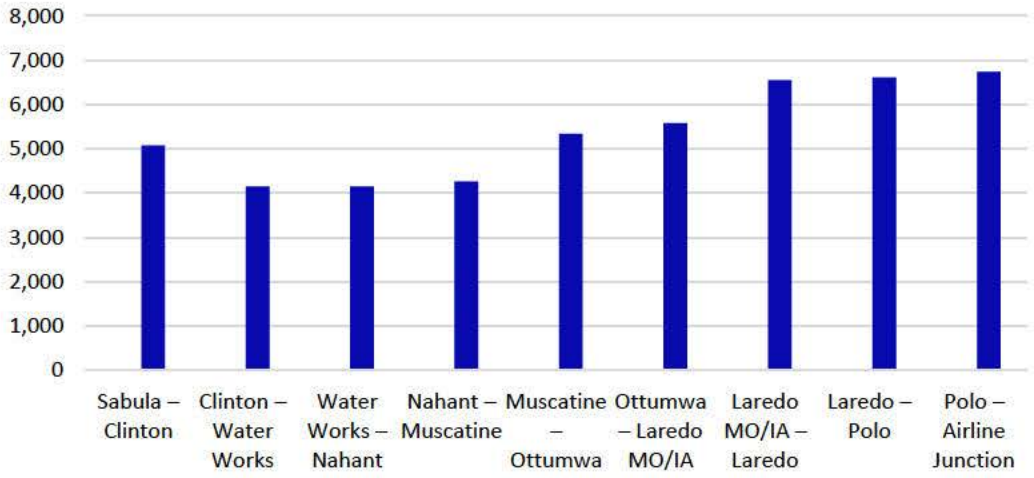


Exhibit 5-4: Sabula to Airline Junction overall average train weight post-transaction by segment



A detailed review of the Amended Operating Plan and Applicants' traffic diversion evidence indicates that very little new traffic originates/terminates on this line, and that only one train pair (Trains 160/161) included in the 14.4 new trains per day does any work on this line.[122] Trains 160/161 set out and pick up blocks at Nahant. Trains 260/261 also do work at Nahant, but because these represent adaptations of existing trains, they are not included in the 14.4 new trains per day identified by Applicants.[123] These 14.4 new trains consist of 4.4 bulk/unit trains per day[124], plus the following daily train pairs: 160/161, 162/163, 170/171, 174/175, and 176/177.[125]

What is clear from Applicants' Amended Operating Plan is that no work is done by any of these trains at intermediate points between Nahant and Airline Junction. Accordingly, there is no logical reason for any of the trains to change weight while traversing the Nahant – Airline Junction segment. The same should also be true for Trains 160/161.

For the same reason, one would not expect to see any material variation in total gross tons between Nahant and Airline Junction resulting from the merger transaction. While there are some bulk trains on the line north of Muscatine, given that organic growth was excluded from these numbers, these existing trains should not experience a change in weight. That being said, Applicants report a wide range in annual tonnage increases, from a low of 18.5 million tons to a high of 33.8 million tons – an 83% variance from low to high, with the smallest changes in annual gross tons on segments with the greatest number of existing trains. Focusing just on the segment between Muscatine, Iowa and Airline Junction, Missouri, the aggregate train count varies by about 6.4% in the post-transaction case, while the increase in total gross tons varies by

[122] CP-KCS Amended Operating Plan, Appendix I, p. 2.
[123] Growth train count retrieved from CP-KCS Amended Operating Plan, Appendix T, p. 6; Information on trains 260/261 retrieved from CP-KCS Amended Operating Plan, Appendix H, p. 1.
[124] Total growth trains from CP-KCS Amended Operating Plan, Appendix T, p. 6 subtracted by daily trains listed from CP-KCS Amended Operating Plan, pp. 70-71.
[125] CP-KCS Amended Operating Plan, pp. 70-71.

56% or over 12 million tons per year. All of these large variations in tonnage are simply not supported by the details of the CP-KCS operating plan or traffic studies, and clearly represent serious errors arising from the overly complex and convoluted modeling process employed by Applicants.

Applicants employed a complex methodology to estimate post-transaction increases in tonnage by line segment. Applicants portray their analysis as a well-grounded process that combined changes in the train plans as implemented in MultiRail with a set of manually identified new unit trains that were created based on merger-related traffic projections.[126] However, upon closer inspection, it appears that Applicants did not actually use tonnage values based on the traffic projections to determine post-transaction tonnage or train weights. Instead, they elected to use a convoluted process to estimate the changes in tonnage based in part on the same historic train weights used for their (flawed) Base Year tonnage estimates. As a result, Applicants' methodology generated a set of clearly erroneous values that cannot be relied upon for evaluating the operational and environmental impacts of the proposed merger. Applicants further compounded these issues in the Amended Operating Plan by making the computation of post-transaction tonnages even more complex and error prone.[127] See Appendix A for further details on this process.

5.1 Two cross-checks of Sabula-Airline Junction tonnages

A careful examination of Applicants' Amended Operating Plan and associated work papers enabled me to explicitly identify the composition of the 14.4 new trains per day on the Sabula-Airline Junction line and to estimate the incremental tonnage likely to be associated with these trains. As noted above, these additional trains consist of 4.4 bulk (unit) trains per day, and 10

[126] CP-KCS Amended Operating Plan, Appendix T, pp. 45-50.
[127] See Appendix A in this statement for further details

regularly scheduled trains. Based on the information provided by CP, one can estimate the tonnage as follows:

Exhibit 5-5: Likely annual tonnage associated with new trains on Sabula-Airline Junction line

			Low Estimate		High Estimate	
Trains	Description	Trains Per Day[128]	Estimated Avg. Train Weight[129]	Annual Million Gross Tons	Estimated Avg. Train Weight	Annual Million Gross Tons
160/161	Minneapolis IMS – Toluca: Mixed manifest & intermodal – many blocks on KCS and KCSM	2	3,500	2.56	6,000	4.38
162/163	Bensenville IMS - Wylie, TX: Primarily intermodal, some manifest	2	3,500	2.56	6,000	4.38
170/171	Toronto - Lazaro Cardenas: Primarily intermodal, some manifest	2	3,500	2.56	6,000	4.38
174/175	Bensenville IMS – Interpuerto: Mixed manifest and intermodal	2	3,500	2.56	6,000	4.38
176/177	Bensenville IMS - Lazaro Cardenas Service: Pure intermodal – CP specifies {{ }} cars each way, with {{ }} with associated car weights ({{ }} tons for loads, {{ }} for empties)[130]	2	{{ }}	{ }}	{ }}	{ }}
Bulk Crude	Alberta – Texas: Exact frequency specified, {{ }} tons southbound, {{ }} tons northbound[131]	{ }}	{ }}	{{ }}	{{ }}	{{ }}
Bulk Grain	Mostly Canada to Texas and Mexico: exact frequency specified, {{ }} tons southbound, {{ }} tons northbound[132]	{ }	{{ }}	{ }}	{ }}	{ }}
Totals		**14.40**		**{{ }}**		**{{ }}**

[128] Initial 10 daily "scheduled" trains retrieved from CP-KCS Amended Operating Plan, pp. 70-71; bulk trains per day retrieved from Work paper 24.1.1.3.13-TPD Bulk Synergy Input.xlsx.

[129] Low average train weight estimates assume 70 cars per train at 50 tons per car. High average train weight estimates assume 80 cars per train at 75 tons per car.

[130] Work paper 24.1.1.3.3.5.1-CPKC Growth Intermodal.xlsx; Northbound = {{ }} loaded cars * {{ }} tons + {{ }} empty cars * {{ }} tons = {{ }} tons. Southbound = {{ }} loaded cars * {{ }} tons + {{ }} empty cars * {{ }} tons = {{ }} tons. Average of Southbound and Northbound = {{ }} tons.

[131] Work paper 24.1.1.3.13-TPD Bulk Synergy Input.xlsx.

[132] Work paper 24.1.1.3.13-TPD Bulk Synergy Input.xlsx.

Exhibit 5-5 provides a well-grounded estimate of the incremental tonnage likely to be associated with the proposed new trains on the Sabula-Airline Junction line, which demonstrates clearly that the Applicants' estimate of tonnage increases shown at Davenport and Ottumwa are significantly too low. Note that Exhibit 5-5 does not include the potential change in the size of any existing trains, including Trains 260/261. While it is difficult to know the exact weights of the first four train pairs listed in Exhibit 5-5, the Application espouses the principles of PSR and reflects Applicants' desire to run long trains. In that context, it is hard to conceive of CP-KCS planning to run daily train service using trains of less than 3,500 tons.

As discussed earlier, we can also look at the number of new cars traversing each line segment, as reported by the Applicants, and then apply an average car weight to estimate the annual tonnage associated with these cars. Looking at this data for the Sabula-Airline Junction line reveals the following:

Exhibit 5-6: Sabula to Airline Junction post-transaction Increase in car counts and estimated annual tonnage change

Line Segment	New Non-Unit Train Daily Cars[133]	New Unit Train Daily Cars[134]	Total New Post-Transaction Daily Cars[135]	Estimated Annual Tonnage Increase at 75 tons/car (millions)	Applicants' Calibrated Post-Transaction Tonnage Increase (millions)
Sabula – Clinton	{{ }}	{ }}	1007.1	27.6	23.13
Clinton Water Works	{{ }}	{ }}	1008.4	27.6	18.47
Water Works Nahant	{{ }}	{ }}	1008.4	27.6	18.47
Nahant – Muscatine	{{ }}	{ }}	1040.6	28.5	18.54
Muscatine Ottumwa	{{ }}	{ }}	1036.9	28.4	21.68
Ottumwa Laredo MO/IA	{{ }}	{ }}	1201.7	32.9	25.42
Laredo MO/IA Laredo	{{ }}	{ }}	1275.62	34.9	31.66
Laredo Polo	{{ }}	{ }}	1031.0	28.2	31.42
Polo Airline Junction	{{ }}	{ }}	1300.8	35.6	33.83

[133] Work paper 24.1.1.9-Trains Per Day and Gross Ton Miles.xlsx.
[134] Work paper 24.1.1.9-Trains Per Day and Gross Ton Miles.xlsx.
[135] CP-KCS Amended Operating Plan, Appendix T, p. 8.

While Exhibit 5-6 exhibits a myriad of issues, it does reinforce that the increase in tonnage reported by Applicants for the segment between Sabula to Ottumwa is significantly low. It also indicates that the non-unit train car counts are likely incorrect in a number of cases. It is unexplainable why the non-unit car count increases by roughly {{ }} cars per day at Ottumwa, and why the Laredo-Polo car count is so low. Based on the above numbers, the {{ }} non-unit trains per day would, in theory, be carrying {{ }} to {{ }} cars per train between Sabula and Ottumwa, which does not seem consistent with the Applicants' promotion of long trains in their operating plan.

5.2 Other examples of suspect post-transaction tonnages

There are other examples of situations where the transaction-related increases in tonnage posited by Applicants reflect differences between adjacent line segments that simply cannot be explained by significant changes in train operations or large amounts of originating/terminating traffic. Exhibit 5-7 below presents several of these cases (highlighted in yellow).

Exhibit 5-7: Example suspect post-transaction tonnage variations between adjacent line segments[136]

Subdivision	Line Segment	Base Train Counts[137]	Post-Transaction-Train Count Change[138]	Total Post-Transaction Trains/Day[139]	Transaction-Related Annual Tonnage Change (millions)[140]	Total Post-Transaction Annual Tons (millions)[141]	Overall Average Train Weight[142]
Marquette	Bluff Marquette MN/IA	4.66	6.00	10.66	**11.65**	24.70	**6,348**
Marquette	Marquette MN/IA - Marquette	4.66	6.00	10.66	**14.62**	30.99	**7,965**
Chicago	Sabula Davis Jct	6.35	8.00	14.35	17.10	32.66	6,236

[136] Values highlighted and bolded will be further discussed in the ensuing paragraph.
[137] CP-KCS Amended Operating Plan, Appendix T, p. 2, 6, 10.
[138] CP-KCS Amended Operating Plan, Appendix T, p. 2, 6, 10.
[139] Calculated by adding base train count with post-transaction train count; See work paper for this statement "Post-transaction train weights.xlsx" for more detail.
[140] CP-KCS Amended Operating Plan, Appendix T, p. 3, 7, 11.
[141] CP-KCS Amended Operating Plan, Appendix T, p. 3, 7, 11; "2017 With Merger" tonnage minus "Organic Growth" tonnage.
[142] Calculated by post-transaction annual tonnage / (post-transaction daily train count * 365 days); See work paper for this statement "Post-transaction train weights.xlsx" for more detail.

Subdivision	Line Segment	Base Train Counts[137]	Post-Transaction-Train Count Change[138]	Total Post-Transaction Trains/Day[139]	Transaction-Related Annual Tonnage Change (millions)[140]	Total Post-Transaction Annual Tons (millions)[141]	Overall Average Train Weight[142]
Chicago	Davis Jct – Randall Rd	2.93	8.00	10.93	15.59	24.55	6,154
Elgin	Randall Rd – Bensenville	3.20	8.00	11.20	17.44	27.13	6,636
Beaumont	Shreveport - Leesville	10.01	10.83	20.84	26.31	51.00	6,705
Beaumont	Leesville – De Quincy	10.31	10.83	21.15	30.61	56.12	7,270
Beaumont	De Quincy - Beaumont	8.67	10.97	19.64	25.33	46.91	6,544
Heavener	Pittsburg – Watts	14.14	12.40	26.54	30.27	72.16	7,449
Heavener	Watts – Poteau	12.29	12.40	24.69	28.19	64.25	7,130
Heavener	Poteau – Heavener	12.77	12.40	25.17	29.93	67.37	7,333
Shreveport	Heavener – De Queen	11.96	12.40	24.36	28.28	62.48	7,027
Shreveport	De Queen - Ashdown	14.48	12.40	26.88	**24.91**	66.19	**6,746**
Shreveport	Ashdown – Shreveport	11.99	12.40	24.39	**36.00**	70.32	**7,899**
Merriam Park	St. Paul – St. Paul Fordson Jct	1	3.59	4.59	0	3.08	1,838

As a cross-check against the above findings, I examined the increase in the number of cars per day selected line segments are projected to carry by Applicants as a result of the merger (not including organic growth. For example, Applicants specify that the two Marquette line segments both will see an increase of 545.1 cars per day[143], which at 75 gross tons per car is equivalent to 14.9 million tons per year. Yet we see in the Applicant's density numbers that the Bluff Marquette MN/IA segment tonnage only increases by 11.7 million tons, with the next Marquette MN/IA - Marquette segment increases by a more reasonable 14.6 tons. Likewise, De Queen Ashdown and Ashdown – Shreveport have similar increases of 1,179.6 and 1,173.3 cars per day respectively[144], which converts to 32.3 and 32.1 million tons per year at 75 tons per car. Yet, De Queen to Ashdown shows only 24.9 million ton increase, a clear and significant underreporting especially when compared to adjacent Ashdown to Shreveport which shows a 36.0 million ton

[143] CP-KCS Amended Operating Plan, Appendix T, p. 2.
[144] CP-KCS Amended Operating Plan, Appendix T, p. 10.

increase. Both of these clear misrepresentations in tonnage stem from the fluctuations in average train weights between the adjacent segments. When examined against the post-transaction train count changes between the same segments, it indicates erroneous modeling by the Applicants.

5.3 It is impossible to validate post-transaction yard counts and train counts, but they remain suspect

As discussed above, due to the use of inputs from 2020 and 2021 to create the operating plan, and Applicants' failure to clearly identify the exact traffic (including empties) that was input to MultiRail for the post-transaction case, I cannot directly validate the post-transaction operating plan. What I can confirm is that the base train counts and yard activities represent values for a mix of October 2020 and early 2021. I know this because Applicants did not even attempt to "calibrate" the 2020/2021 train counts and yard activities used in developing their Amended Operating Plan to 2019 values.[145] As a result, the segment-specific train counts and cars handled by yard bear no relation to CP's and KCS's actual Base Year (2019) experience.

Of course, the changes in post-transaction yard counts, train counts, and tonnages in the Amended Operating Plan should correlate to the diversion projections in Applicants' traffic studies. However, because Applicants have not identified the exact traffic that was input to the post-transaction MultiRail operating plan, there is no way to know if appropriate traffic was used.[146] However, the following statement in the Amended Operating Plan identifies at least one instance in which the post-transaction traffic assumed in Applicants' Amended Operating Plan may not be accurate, i.e., "Forecast intermodal movements from the Port of Lazaro Cardenas to

[145] A review of the CP-KCS methodologies shows that while CP-KCS tried to adjust the tonnages to match at least in aggregate the base year GTMs, no similar adjustments were made to train counts or yard activity numbers.
[146] While Applicants provide various traffic file inputs, including two MultiRail traffic tables (Work paper 24.1.1.3.3.2.6-MREE.TRAFFIC_COMPRESSED_017.xlsx and Work paper 24.1.1.3.3.2.9-MREE.TRAFFIC_COMPRESSED_019.xlsx), I could find no statement in filings or any of the work papers as to what these traffic files represented.

Bensenville IMS were projected at 9,521 railcar feet per day."[147] I have made multiple, unsuccessful attempts to determine how CP-KCS arrived at such a high value. To the best of my knowledge, the following represents the maximal view of Lazaro Cardenas intermodal traffic projections prepared by CP-KCS:

Exhibit 5-8: New intermodal traffic projected to originate at Lazaro Cardenas, plus new perishables traffic from Southern Mexico

Description	Containers per year[148]	Containers per day	Daily feet of railcars @ {{ }} ft/ container[149]	Notes
New international intermodal traffic to Chicago	{{ }}	{{ }}	{{ }}	As listed in work paper
New perishables traffic to Chicago & Toronto	{{ }}	{{ }}	{{ }}	Assigned both Michoacán and Veracruz origin to Lazaro; {{ }}% of traffic assumed going to Chicago
Chicago totals	{{ }}	{{ }}	{{ }}	
New international traffic to Kansas City & Minneapolis	{{ }}	{{ }}	{{ }}	As listed in work paper - this traffic should not touch Bensenville/Chicago
New perishables traffic to Kansas City & Twin Cities	{{ }}	{{ }}	{{ }}	Assigned both Michoacán and Veracruz origin to Lazaro; {{ }}% of traffic assumed going to Kansas City & Twin Cities should not touch Bensenville/Chicago
K.C. & Twin Cities totals	{{ }}	{{ }}	{{ }}	
Subtotals	{{ }}	{{ }}	{{ }}	
New international traffic to Dallas	{{ }}	{{ }}	{{ }}	As listed in work paper hard to find a reason to associate this traffic with Bensenville/Chicago
Grand totals	{{ }}	{{ }}	{{ }}	

It is my understanding that there was no meaningful intermodal traffic from Lazaro Cardenas to any locations in the United States during the actual Base Year (2019),[150] and that the

[147] CP-KCS Amended Operating Plan, p. 48, ¶109.
[148] Work paper FD 36500 Work Paper HC Growth Initiative Calculations.xlsx.
[149] See work paper "HC - Oliver Wyman - Intermodal to RailCar Conversion Factor Source Compilation.pdf" for prior February 28, 2022 Van Dyke Verified statement to see calculations giving length {{ }} ft/container
[150] See statement by CP-KCS as to why base year traffic through Lazaro Cardenas would not be relevant to the Board's review of its Application: CP-KCS Amended Operating Plan, pp. 34-35, ¶83.

diversion studies did not add any new intermodal traffic from Lazaro Cardenas to locations in the northern United States. CP-KCS make it clear that the northbound direction from Lazaro Cardenas is loads only in their approach, since they detail generating empties in the southbound direction to balance this O-D pair.[151] Using CP-KCS's 9,521 railcar feet per day number, assuming the same number of containers per day as used in the previous table, and an average railcar length of 165 feet as assumed above, provides the following estimates:

Exhibit 5-9: Estimated feet of railcar per container for northbound intermodal traffic from Lazaro Cardenas[152]

Description	Containers per day[153]	CP growth cars per day[154]	Containers per car[155]	Avg. feet of railcar per container (with avg. car length @ 165 ft)[156]
New traffic to Chicago	{{ }}	{{ }}	{{ }}	{{ }}
New traffic to K.C. & Twin Cities	{{ }}	{{ }}	{{ }}	{{ }}
Subtotals	**{{ }}**	**{{ }}**	**{{ }}**	**{{ }}**
New traffic to Dallas	{{ }}	{{ }}	{{ }}	{{ }}
Grand totals	**{{ }}**	**{{ }}**	**{{ }}**	**{{ }}**

A range of around {{ }} feet of railcar per container is almost {{ }} the length one would expect for a reasonably well utilized doublestack railcar. From both this conclusion and the maximal view of Lazaro Cardenas intermodal traffic projections, it appears to me that Applicants' assertion, that they will move 9,521 feet per day of railcar from Lazaro Cardenas to Chicago, is not supported by the facts, and the actual value is at most {{ }} of that value. It does raise questions as to overall accuracy of the traffic used in MultiRail, and thus

[151] CP-KCS Amended Operating Plan, p. 48, ¶109.
[152] See work papers for this statement "HC Lazaro growth Trains Analysis.xlsx" for how each value in the exhibit was derived.
[153] Work paper FD 36500 Work Paper HC Growth Initiative Calculations.xlsx.
[154] Work paper 24.1.1.3.3.5.4-Growth Plan Intermodal Loaded and Empty Rail Car Balance.xlsx.
[155] Containers per day divided by CP growth cars per day.
[156] 165 ft divided by containers per car.

brings into question the accuracy of any train counts, yard activity counts, and tonnages based on this traffic.

6. Updated Springfield Line Responsive Application Operating Plan

As a result of the submission of the Amended Operating Plan by Applicants on May 13, 2022, CN is submitting an Alternative Operating Plan for its proposed acquisition of the Springfield Line, for which I am a sponsor.[157] For consistency with the primary control Application, CN's Springfield Alternative Operating Plan uses the data provided by CP-KCS in their Amended Operating Plan as a starting point for many of the base statistics. *The fact that CN is producing this Alternative Operating Plan using the updated CP-KCS data should not be construed as an acknowledgement of the validity of the Base Year data or post-transaction tonnage changes proposed by Applicants. CN continues to believe that CP's and KCS's actual 2019 traffic and density data provide the most accurate measure of the effects of the proposed control transaction (and of CN's Responsive Application).*

The purpose of this Alternative Operating Plan is to provide the Board with an alternative assessment of the proposed Springfield Line divestiture using metrics that are consistent with CP-KCS base data from their May filing. In many cases, I present both our original assessment of CN's proposed operating plan and the alternative assessment based on the CP-KCS provided metrics on a side-by-side basis, so that the STB and the OEA can understand the implications of both approaches.

The Alternative Operating Plan contains the following significant changes:

[157] CN Springfield Line Responsive Application, February 28, 2022; CN Springfield Line Amended Responsive Application, June 9, 2022; STB Finance Docket No. 36500, Canadian Pacific Railway Ltd. – Control – Kansas City Southern, et al, Decision No. 17, April 27, 2022; CP-KCS Amended Operating Plan

- Alternative line segment tonnages for line segments associated with the Springfield line (tonnage projections for lines owned by CN did not change), with minor changes in CN-related tonnage increases from refinements to analysis and removal of organic growth factors
- Alternative train counts for line segments associated with the Springfield line (train count projections for lines owned by CN did not change), with minor changes in the train counts on a limited number of line segments based on a refinement of the analysis process
- Removal of any organic growth-related changes in tonnage or train counts from core operating plan metrics
- Updating of the KCS-owned lines in terms of train counts, tonnages, and yard volumes for purposes of environmental assessment, including using organic growth consistent with CP-KCS provided projections, and using a format similar to that used by Applicants in Appendix T of their amended operating plan
- Updating of select yard statistics for KCS-owned facilities in terms of cars handled, intermodal volumes, and multilevel volumes
- Updating of various other tables to reflect changes found in the CP-KCS Amended Operating Plan and associated text supporting these tables
- Other changes to the text to explain the differences between the CN and CP-KCS approach to assessing the operating plans and highlighting how to use the various alternative views of the operating plan for the Springfield line
- Updating of Appendix A to reflect my current understanding and analysis of the line density data prepared by CP-KCS for the Springfield line, and ensuring it is consistent with the CP-KCS amended operating plan and related metrics.

Appendix A. Applicants' "Calibration" Process Part of a Complex, Fractured, and Fundamentally Flawed Approach

While the primary focus of this Verified Statement is to show that the CP-KCS Amended Operating Plan continues to present a deeply flawed and unreliable view of both base year and post-transaction operations, it is important to remember that Applicants used a complex, fractured, and fundamentally flawed approach to develop their Operating Plan and the various operating metrics. The many flaws in Applicants' methodology are discussed in detail in my original Verified Statement included in CN's Comments on the Application,[158] and summarized in Section 3 and 3.1 above.

This appendix provides the computational details of how Applicants developed both their base operating plan segment-by-segment tonnages and their post-transaction tonnages. Section A.1 examines the pre-transaction methodology and A.2 the post-transaction methodology. Finally, Section A.3 provides an example of how a very minor increase in diversion traffic on the Springfield Line was converted into values that are 2.5 to 6 times larger than the diversion numbers would support (the reverse is true on the Sabula-Airline Junction line, where the tonnages are understated using this same process).

A.1 Generation of density data for the base period

Based on an analysis of Applicants' work papers related to the estimation of line densities, I developed Exhibit A-1, which attempts to distill the disjointed, illogical process followed by Applicants in generating their proposed density data for the base period.[159] Exhibit A-1 takes five sample line segments and walks through the complex process that Applicants used to derive

[158] Van Dyke First Verified Statement, Section 4.4.
[159] Work paper 24.1.1.9-Trains Per Day and Gross Ton Miles.xlsx; Work paper 24.1.1.9-Trains Per Day and Gross Ton Miles.xlsx; Work paper 24.1.1.3.19-Trains Per Day and Gross Ton Miles-Workin…y with Haz Breakdown (PREVIOUS SUBMISSION).xlsx; see also Van Dyke First Verified Statement, Sections 4.1 and 4.3.

gross tons per mile for each segment. Exhibit A-1 then compares Applicants' proposed density data calculations with those in the original Exhibit 14 Part A Density Data, adjusted to account for the inclusion of locomotives. As Exhibit A-1 shows, there are significant and varying fluctuations between the actual 2019 data that Applicants first presented in Exhibit 14 Part A and the Applicants' proposed density data that they now assert is a proper substitute for actual full-year 2019 densities.

Exhibit A-1: Applicants' computation of "2019 Base Tonnage" by line segment for Applicants' proposed density data[160]

		Sample Values				
Step	Description	Godfrey - East St. Louis	Roodhouse - Murrayville, IL	Ottumwa, IA - Laredo, MO	Kendleton - Victoria, TX	Victoria - Placedo, TX
1	Obtain "base" daily non-unit (i.e., carload and intermodal) train count from MultiRail for trains traversing line segment touching at least 25% of the locations along line segment (not distance based) train plan created to match to non-representative October 2020 traffic based on adaptation of Q1 2021 operating plan[161]	{{ }}	{{ }}	{{ }}	{{ }}	{{ }}
2	Obtain "base" daily unit train count based on the observed unit trains operated over each line segment using two different 3-4 month time periods from early 2021 for CP and KCS. Adjustments for unit trains traversing only part of line segment are unknown. Unit train samples known to under-represent oil trains on Iowa line for full year, and grain on Springfield line.[162]	{{ }}	{{ }}	{{ }}	{{ }}	{{ }}
3	Compute total base trains per day by summing unit and non-unit train counts	3.71	0.78	3.17	8.70	7.94

[160] Based on an analysis of work paper 24.1.1.9-Trains Per Day and Gross Ton Miles.xlsx ("Summary Sheet" tab)
[161] *See* Van Dyke First Verified Statement, Sections 4.2 and 5.3. Applicants did not include the trains per day methodology document with the work papers associated with the May 13, 2022 Amended Operating Plan, and thus provide no update on the 25% rule with respect to the Amended Operating Plan. Because the MultiRail related train counts did not change between the original October 29, 2021 filing and the May 13, 2022 filing, it is logical to assume the 25% rule continues to apply.
[162] CP-KCS Amended Operating Plan, p. 34, ¶82 & p.37, footnote 19.

Step	Description	Sample Values: Godfrey - East St. Louis	Roodhouse - Murrayville, IL	Ottumwa, IA - Laredo, MO	Kendleton - Victoria, TX	Victoria - Placedo, TX
4	Obtain the historic average train weight by line segment for across 2020 for CPRS subdivisions and across early 2021 for KCS subdivisions – CP-KCS provided spreadsheets with these values, but no known explanation of their sourcing[163]	{{ }}	{{ }}	{{ }}	{{ }}	{{ }}
5	Obtain segment distance (miles)	32.9	10.3	61.2	77.4	12.8
6	Compute "uncalibrated" "base period" daily gross ton miles using formula: [Total trains per day] x [Segment Distance] x [2020/2021 Historic Train Weight]	{{ }}	{{ }}	{{ }}	{{ }}	{{ }}
7	Determine the total GTMs from step 6 for each railroad (CP, KCS, KCSM) by summing across all line segments, and compare to "official" 2019 GTM value for each railroad and determine a "calibration factor" that will cause the individual values to sum to the overall "official" value[164]	{{ }}	{{ }}	{{ }}	{{ }}	{{ }}
8	Adjust the GTM values from step 6 by the calibration factor in step 7 to compute a "final" daily "calibrated" GTM base value for "base period"	616,330	28,174	1,738,217	5,785,320	576,745
9	**Compute "base period" annual gross tons per mile for the line by multiplying step 8 value by 365 and dividing by the line segment length (Applicants' proposed density data)**	**6,837,704**	**998,390**	**10,366,817**	**27,282,196**	**16,446,243**
10	*As a point of comparison, these are the adjusted 2019 gross tonnage values as published in Exhibit 14 Part A Density Data of Amended Application*[165]	*5,173,120*	*2,861,340*	*11,548,900*	*24,081,560*	*23,888,020*
11	*As a point of a comparison, this is the percentage difference between the computed gross tons in step 9 and the Exhibit 14 gross tons in step 10.*	*-24.34%*	*186.60%*	*11.40%*	*11.73%*	*45.25%*

Initially, the base trains per day numbers in Steps 1-3 of Exhibit A-1, upon which the tonnages are based, were constructed by Applicants in a manner that is highly unlikely to

[163] *See* Work paper 24.1.1.3.5.4-Updated Weights.xlsx, Work paper 24.1.1.3.5.3-Train Weight Original KCS.xlsx, Work paper 24.1.1.3.5.2-Train Weight Original CP.xlsx.

[164] Work paper 24.1.1.9-Trains Per Day and Gross Ton Miles.xlsx tab "GTM Targets and Calibration"

[165] *See* amended Exhibit 14 Part A at p. 313 of Amended Operating Plan, note: tonnages adjusted to take into account locomotives by multiplying the original values by 94.4% for CP and 92.6% for KCS.

represent the actual number of trains operated on each line segment in 2019. These are the same numbers that Applicants used for their Base Year trains per day data submitted to the OEA for every line segment, and they do not reflect actual train counts from the 2019 Base Year. For the manifest and intermodal trains, the train count is taken from MultiRail, where the inputs to the process were traffic from October 2020 and train schedules from Q1 of 2021.[166] On the unit train side, a sample of unit trains was used from early 2021, which we know was non-representative. See the main body of this Verified Statement for examples of issues with the unit train sampling employed by CP-KCS. Furthermore, the historic tonnages used do not take train type into account and are not tied to the base period traffic or actual train design in any way.

For the manifest trains, it is my understanding that Applicants adjusted their Q1 2021 operating plan to match the observed traffic volumes from October 2020, which as discussed in the main body of this Verified Statement was not representative of full-year 2019 traffic. In theory, the use of the Q1 2021 blocking and train plan was to avoid taking credit for "efficiency gains" that will have taken place between 2019 and the approval of the merger. However, how this in any way corresponds to the Base Year 2019 actual train operations is completely unclear. Furthermore, some unknown number of trains were excluded from these counts due to CP-KCS's "25 percent rule" (discussed further below).

At a minimum, because Applicants constructed trains per day numbers using unit train snapshots from 2021, and manifest/intermodal traffic from October 2020, it is clear that the Base Year trains per day numbers for every line segment submitted to the STB's OEA do not in any way reflect actual 2019 train operations. As pointed out in this verified statement, the same is

[166] *See* Van Dyke First Verified Statement, Section 5.3.

true for the segment-specific Base Year tonnage numbers submitted to the STB's OEA, despite Applicants' attempt to "calibrate" the tonnage values to match 2019 aggregate gross ton miles.

These non-representative train counts were then multiplied by "historic average train weights" from 2020 for CPRS subdivisions and early 2021 for KCS subdivisions to obtain total tons on each line segment.[167] To the best of my knowledge, Applicants have not provided any information on how these train weights were actually generated, or why there is any reason to believe they are accurate. See the main body of this Verified Statement for additional examples of questionable train weights.

Ultimately, Exhibit A-1 does not provide any confidence that Applicants have created base period density data that fairly represent full-year 2019 values. It also raises the obvious question: *Why go through all the steps described above to create what Applicants claim is an Operating Plan that "proved to be a quite reasonable reflection of the actual GTMs"*[168] *when actual 2019 values were readily available for the Applicants to use*?

As the developer of MultiRail, I am keenly aware of its capabilities. MultiRail is capable of generating line density values directly. If the user enters an appropriate body of traffic, including gross tons, MultiRail will generate an estimate of tonnage by line segment based on that data. In doing so, the blocking and train service plan is taken fully into account, -- there is no need to do complicated external mathematics to convert train counts and historic average weight into tonnage numbers (as described in Exhibit A-1). If Applicants had simply used their full-year 2019 traffic and included the unit trains and traffic in MultiRail, none of these complex

[167] Weights are obtained from work papers 24.1.1.3.5.4-Updated Weights.xlsx, 24.1.1.3.5.3-Train Weight Original KCS.xlsx, and 24.1.1.3.5.2-Train Weight Original CP.xlsx, while the discussion of them being in FD 36500 – Work Paper – HC – Gross Ton Miles, Train Miles, Train Weights and MGT - Methodology.pdf implies they are a derived value.

[168] CP-KCS Amended Operating Plan, p. 39.

calculations would have been necessary. And, as Exhibit A-1 graphically demonstrates, the complex set of calculations made by CP-KCS produced segment tonnage values in line 9 of the above table that vary by a wide margin from the actual, historic Base Year 2019 values (line 10) on a segment-by-segment basis. Even after the historic tonnage values for 2019 are "corrected" by taking the weight of locomotives into account,[169] the differences between modeled and actual values are substantial.

Applicants claim, among other things, that the discrepancy between the historic KCS traffic values they presented in the Exhibit 14 Part A density data and Applicants' proposed density data calculations was attributable to a methodological difference: "The Operating Plan Base and Year 3 Densities assign GTMs based on the number of miles that a gross ton is moved across the segment, whereas for KCS's and KCSM's 2019 figures any tons touching the segment were treated as if they traversed the entire segment, resulting in considerably higher GTMs per mile in the KCS and KCSM 2019 Exhibit 14 [Part A] density figures for many segments."[170] *But there is no indication in the Application or workpapers that Applicants actually adjusted KCS's ordinary course density data to reflect only the actual miles of a segment traversed by each train.*. Rather, as demonstrated in Exhibit A-1, if a train traversed at least 25 percent of the stations on a line segment, Applicants counted that train as traversing the entire line segment. Conversely, *if a train traversed less than 25 percent of the stations on a line segment, Applicants removed that train entirely from the line segment's tonnage and train count statistics.* (See my first Verified Statement included in CN's Comments on the Application provides further details

[169] STB Finance Docket No. 36500, Applicants' Response to Decision No. 16, op. cit., which states at p. 7, ¶12: "The Operating Plan Base and Year 3 Densities exclude locomotive tons, whereas the CP, KCS, and KCSM 2019 figures (i.e., the 2019 Exhibit 14 Part A Densities) include that tonnage."
[170] STB Finance Docket No. 36500, Applicants' Response to Decision No. 16, op. cit., p. 7, ¶13.

on this issue and the resulting distortion of Operating Plan metrics.)[171] Never do Applicants in their filing identify any instance where a train that traversed only part of a line segment was counted on a pro-rata basis.

The fractured and complex process detailed in Exhibit A-1, which used a mishmash of data sources, calibrations, and questionable assumptions, provides no credible support for the notion that Applicants' proposed density data values fairly represent full-year 2019 tonnage values by line segment.

A.2 Generation of density data for the post-transaction period

In filing their amended operating plan, Applicants updated many of their tonnage estimates in the Master Segment Table (Appendix T), and provided a new work paper detailing the development of their tonnage values.[172] Superficial examination of the new work paper makes it appear to be a replacement of the prior work paper that was used for the preparation of the original October 2021 Operating Plan.[173] However, a study of the new work paper reveals that for the post-transaction values, Applicants took what was already a very complex and potentially error-prone process and made it even more complex by pulling in values from the old work paper and then manipulating those values to introduce additional distortions to the post-transaction tonnage estimates.

Based on an analysis of the Applicants' work papers discussed above, I developed Exhibits A-2 through A-6, which attempt to distill the even more disjointed process followed by Applicants in generating the Applicants' proposed density data for the post-transaction period.[174]

[171] Van Dyke First Verified Statement, Section 4.3.3.
[172] Work paper 24.1.1.9-Trains Per Day and Gross Ton Miles.xlsx.
[173] Work paper 24.1.1.9-Trains Per Day and Gross Ton Miles.xlsx and Work paper 24.1.1.3.19-Trains Per Day and Gross Ton Miles-Workin…y with Haz Breakdown (PREVIOUS SUBMISSION).xlsx.
[174] Work paper 24.1.1.9-Trains Per Day and Gross Ton Miles.xlsx and Work paper 24.1.1.3.19-Trains Per Day and Gross Ton Miles-Workin…y with Haz Breakdown (PREVIOUS SUBMISSION).xlsx.

Since the process involves utilizing post-transaction "synergy" densities from the previous version of the Applicants' proposed density data submission, Exhibits A-2 through A-6 illustrate how those numbers were calculated previously. Exhibit A-2 shows the process like Exhibit A-1 for constructing "base period" annual gross tons per mile, an input used to ultimately get incremental "synergy" annual gross tons per mile from the previous filing, which is an input into the calculations for this most recent filing.

Exhibit A-2: Applicants' Computation of "2019 Base Tonnage" by line segment for the previous version of the Applicants' proposed density data[175]

Step	Description	KCS Godfrey, IL – East. St. Louis	KCS Roodhouse-Murrayville, IL	CP Ottumwa, IA- Laredo, MO	KCS Kendleton-Victoria, TX	KCS Victoria-Placedo, TX
1	Compute total base trains per day (from previous submittal)	3.66	0.56	3.17	8.47	7.71
2	Obtain historic average train weight	{{ }}	{{ }}	{{ }}	{{ }}	{{ }}
3	Obtain segment distance (miles)	32.9	10.3	61.2	77.4	12.8
4	Compute "uncalibrated" "base period" daily gross ton miles using formula: [Total trains per day] x [Segment Distance] x [Historic train weight]	{{ }}	{{ }}	{{ }}	{{ }}	{{ }}
5	Determine the total GTMs from step 4 for each railroad (CP, KCS, KCSM) by summing across all line segments, and compare to "official" 2019 GTM value for each railroad and determine a "calibration factor" that will cause the individual values to sum to the overall "official" value	{{ }}	{{ }}	{{ }}	{{ }}	{{ }}
6	Adjust the GTM values from step 4 by the calibration factor in step 5 to compute a "final" daily "calibrated" GTM base value for "base period"	699,872	710	1,739,105	3,895,153	618,978
7	**Compute "base period" annual gross tons per mile for the line segment by multiplying step 6**	**7,764,535**	**25,166**	**10,372,112**	**18,368,617**	**17,650,558**

[175] Work paper 24.1.1.3.19-Trains Per Day and Gross Ton Miles-Workin…y with Haz Breakdown (PREVIOUS SUBMISSION).xlsx.

Step	Description	KCS Godfrey, IL – East. St. Louis	KCS Roodhouse-Murrayville, IL	CP Ottumwa, IA- Laredo, MO	KCS Kendleton-Victoria, TX	KCS Victoria-Placedo, TX
	value by 365 and dividing by the line segment length					

Exhibit A-3 shows the process for generating the base to synergy growth rate from the previous filing, another input used to ultimately get incremental synergy annual gross tons per mile from the previous filing, which is an input to the calculations for this most recent filing.

Exhibit A-3: Applicants' computation of "Base to Synergy" growth rate by line segment for the previous version of the Applicants' proposed density data[176]

Step	Description	KCS Godfrey, IL – East St. Louis	KCS Roodhouse-Murrayville, IL	CP Ottumwa, IA-Laredo, MO	KCS Kendleton-Victoria, TX	KCS Victoria-Placedo, TX
1	Add MultiRail and Bulk base carloads for a combined total base carload number.	{{ }}	{{ }}	{{ }}	{{ }}	{{ }}
2	Add Bulk synergy growth carloads, MultiRail growth carloads, and Bulk base carloads for total synergy growth carloads.	{{ }}	{{ }	{{ }}	{{ }}	{{ }}
4	Calculate growth rate from base to synergy by finding the carload rate of change between step 1 and step 2	{{ }}	{{ }}	{{ }}	{{ }	{{ }}
5	Obtain "Synergy Ratio," an unexplained constant dependent on railroad	{{ }}	{{ }}	{{ }}	{{ }}	{{ }}
6	Calculate the final growth rate from base to synergy by multiplying the carload rate of change by the synergy ratio	{{ }}	{{ }}	{{ }}	{{ }}	{{ }}

As seen in steps 5 and 6 of Exhibit A-3, Applicants apply a "Synergy Ratio" to the growth rates for KCS and KCSM of 0.8 and 0.65 respectively. With no identifiable source, the purpose

[176] Work paper 24.1.1.3.19-Trains Per Day and Gross Ton Miles-Workin…y with Haz Breakdown (PREVIOUS SUBMISSION).xlsx.

and origin of these numbers are unclear. These potentially arbitrary multipliers serve to deflate the total synergy growth.

Of note, in calculating both the base carload number in step 1 and the synergy carload number in step 2, no effort is made to track the mix of cars between bulk, intermodal, automotive, and manifest traffic, meaning that the average car weight (train weight) effectively stays the same regardless of traffic mix in subsequent calculations.

Exhibit A-4 compares these calculated growth rates from the previous version of the spreadsheet, both with and without the "Synergy Ratio," to the up-to-date numbers in the most recent Applicants' proposed density data submission.

Exhibit A-4: Applicants' "Base to Synergy" growth rates by line segment for the previous and most recent version of the Applicants' proposed density data[177]

	Rate	KCS Godfrey, IL – East St. Louis	KCS Roodhouse-Murrayville, IL	CP Ottumwa, IA-Laredo, MO	KCS Kendleton-Victoria, TX	KCS Victoria-Placedo, TX
1	New Version spreadsheet (May 13, 2022)	{{ }}	{{ }}	{{ }}	{{ }}	{{ }}
2	Previous Version spreadsheet (Oct. 29, 2021)	{{ }}	{{ }}	{{ }}	{{ }}	{{ }}
3	Previous Version spreadsheet with "Synergy Ratio" (Oct. 29, 2021)	{{ }}	{{ }}	{{ }}	{{ }}	{{ }}

As shown in Exhibit A-4, the growth rates between the two versions of the spreadsheets can differ, especially after the application of the "Synergy Ratio." If the growth rates used to calculate incremental synergy annual gross tons per mile from the previous filing are out-of-date or erroneous, then plugging that value into the new calculations will yield additional errors.

[177] Work paper 24.1.1.3.19-Trains Per Day and Gross Ton Miles-Workin…y with Haz Breakdown (PREVIOUS SUBMISSION).xlsx.

Exhibit A-5 breaks down the calculation process for the previous filing's total synergy gross tons per mile, using the base GTM value in step 6 of Exhibit A-2 and the final base to synergy growth rate in Exhibit A-3.

Exhibit A-5: Applicants' computation of synergy annual gross tons per mile by line segment for the previous version of the Applicants' proposed density data[178]

Step	Description	KCS Godfrey, IL – East St. Louis	KCS Roodhouse-Murrayville, IL	CP Ottumwa, IA-Laredo, MO	KCS Kendleton-Victoria, TX	KCS Victoria-Placedo, TX
1	Calculate base to synergy growth rate as per above instructions	{{ }}	{{ }}	{{ }}	{{ }}	{{ }}
2	Calculate calibrated base GTMs as per above instructions	699,871	710	1,739,105	3,895,153	618,978
3	Calculate uncalibrated Synergy GTMs from calibrated base GTMs by applying the Base to synergy growth rate	{{ }}	{{ }}	{{ }}	{{ }}	{{ }}
4	Obtain base + synergy calibration factor by finding the ratio between the predicted Synergy GTMs from the "System Model" for each railroad and comparing that to the sum of the uncalibrated synergy GTMS for each railroad from line 3	{{ }}	{{ }}	{{ }}	{{ }}	{{ }}
5	Adjust GTM values from step 3 by applying calibration factor in step 4 to the step 3 value	{{ }}	{{ }}	{{ }}	{{ }}	{{ }}
6	Effective, post-calibration growth rate	{{ }}	{{ }}	{{ }}	{{ }}	{{ }}
7	Obtain segment distance (miles)	32.9	10.3	61.2	77.4	12.8
8	**Compute synergy annual gross tons per mile for the line by multiplying step 5 value by 365 and dividing by the segment distance**	{{ }}	{{ }}	{{ }}	{{ }}	{{ }}

[178] Work paper 24.1.1.3.19-Trains Per Day and Gross Ton Miles-Workin…y with Haz Breakdown (PREVIOUS SUBMISSION).xlsx.

A calibration rate is applied to the GTMs after the application of the growth rate, resulting in a growth rate higher than initially stated, illustrated by the comparison between steps 1 and 6 in the above exhibit.

As illustrated in Exhibit A-6, the annual gross tons per mile calculated in Exhibit A-2 from the previous version of the density spreadsheet, and the previous version total synergy annual gross tons per mile calculated in Exhibit A-5 are used to determine the final incremental synergy annual gross tons per mile in the previous version of the Applicants' proposed density data. This value is plugged into the most up-to-date version of the Applicants' proposed density data to solve for synergy density and, ultimately, total growth density.

Exhibit A-6: Applicants' computation of Y3 annual gross tons per mile by line segment for the most recent version of the Applicants' proposed density data[179]

Step	Description	KCS Godfrey, IL – East St. Louis	KCS Roodhouse-Murrayville, IL	CP Ottumwa, IA- Laredo, MO	KCS Kendleton-Victoria, TX	KCS Victoria-Placedo, TX
1	Obtain base million gross ton per mile from previous version	{{ }}	{{ }}	{{ }}	{{ }}	{{ }}
2	Obtain synergy million gross tons from previous version	{{ }}	{{ }}	{{ }}	{{ }}	{{ }}
3	Calculate Y3 incremental synergy growth from previous version by subtracting step 1 from step 2	{{ }}	{{ }}	{{ }}	{{ }}	{{ }}
4	Obtain base uncalibrated GTMs new version	{{ }}	{{ }}	{{ }}	{{ }}	{{ }}
5	Determine the total GTMs from step 4 for each railroad (CP, KCS, KCSM) by summing across all line segments, and compare to "official" 2019 GTM value for each railroad and determine a "calibration factor" that will cause the individual values to sum to the overall "official" value	{ }}	{{ }}	{ }}	{{ }}	{{ }}

[179] Work paper 24.1.1.9-Trains Per Day and Gross Ton Miles.xlsx.

Step	Description	KCS Godfrey, IL – East St. Louis	KCS Roodhouse-Murrayville, IL	CP Ottumwa, IA- Laredo, MO	KCS Kendleton-Victoria, TX	KCS Victoria-Placedo, TX
6	Adjust the GTM values from step 4 by the calibration factor in step 5 to compute a "final" new version daily "calibrated" GTM base value for "base period"	616,330	28,174	1,738,217	5,785,320	576,745
7	Compute new version "base period" annual million gross tons per mile for the line by multiplying step 6 value by 365 and dividing by the line segment length, and dividing that value by 1 million (used for new Applicants' proposed density data)	6.838	1.0	10.37	27.282	16.446
8	Sum steps 3 and steps 7 to find base + synergy MGTs (used for new Y3 Applicants' proposed density data)	{{ }}	{{ }}	{ }}	{ }}	{ }}
9	Effective, post-calibration growth rate	{ }}	{ }}	{ }}	{{ }}	{{ }}
10	Calculate synergy GTMs by multiplying step 8 by multiplying by 1 million and segment length and dividing by 365	{{ }}	{{ }}	{{ }}	{{ }}	{{ }}
11	**Total Synergy Growth Carloads:** Add Bulk synergy growth carloads, MREE growth carloads, and Bulk base carloads for total synergy growth carloads new version	{{ }}	{{ }}	{{ }}	{{ }}	{ }}
12	**Total Growth Carloads (incl Organic):** Add Bulk synergy growth carloads, MREE growth carloads, Bulk organic growth carloads, growth organic carloads, and Bulk base carloads for total synergy growth carloads new version	{{ }}	{{ }}	{{ }}	{{ }}	{ }}
13	Calculate the % difference between steps 11 and 12 to find the synergy to all growth conversion rate	{{ }}	{{ }}	{{ }}	{ }}	{ }}

Step	Description	KCS Godfrey, IL – East St. Louis	KCS Roodhouse-Murrayville, IL	CP Ottumwa, IA- Laredo, MO	KCS Kendleton-Victoria, TX	KCS Victoria-Placedo, TX
14	**Total Growth GTMs (incl Organic):** Calculate all growth precalibrated GTMs by applying the synergy to growth rate to synergy GTMs	{{ }}	{{ }}	{{ }}	{{ }}	{{ }}
15	Obtain all (organic, synergy, and base) GTM calibration rate by summing 14 by railroad and comparing to the expected equivalent number in the "system model" and find adjustment value to make the values in this spreadsheet match the system model	{{ }}	{{ }}	{{ }}	{{ }}	{{ }}
16	**Total Calibrated Growth GTMs:** Apply calibration rate in step 15 to GTMs in step 14 to calculate all calibrated GTMs	827,516	33,093	6,497,963	8,934,852	1,077,614
17	**Calculate annual gross tons per mile for Y3 by multiplying step 16 value by 365 and dividing by the line segment length**	**9,180,647**	**1,172,708**	**38,754,193**	**42,134,637**	**30,728,837**

As illustrated by step 8, instead of calculating synergy GTMs from the base GTMs with a carload-based growth rate, as they did in the previous version of these calculations, the Applicants added on an absolute value for incremental growth. This absolute value incremental growth was derived from a previous, now outdated, version of the work papers.

Organic growth volume and total growth volume are also calculated as a function of this questionable synergy GTM value imported from an outdated filing, as shown in steps 11 through 14.

Of note, for both the Total Synergy Growth Carloads in step 11 and Total Growth Carloads in step 12, average car weight stays the same regardless of any changes to traffic mix on the line.

The effect of this approach is to create distortions in the post-transaction tonnage numbers that can cause tonnages to be understated (as in the case of the Sabula to Airline Junction, Missouri line), or overstated (as in the case of the Springfield line where the process introduces significant levels of "phantom" merger related growth, as detailed in the next section). Section A.3 below presents a compressed look at the Springfield line for selected segments, where a volume increase of only 5-6 cars per day produced tonnage increases of as much as a 1.18 million tons/year. (See also the Godfrey-East St. Louis column in the above exhibits.)

To summarize, Applicants' calculations of post-transaction density in connection with the Amended Operating Plan are overly complex, utilize arbitrary adjustments such as the "Synergy Ratio," while falling back on outdated calculations from their previous filing. I can only speculate as to why Applicants did not simply replace their density spreadsheet with a new one – perhaps to prevent the "synergy" growth numbers from changing too much between filings?

A.3 Distorted post-transaction tonnages on selected Springfield Line subdivisions

Exhibit A-7 below presents a compressed view of the process to estimate the tonnage increases resulting from increases in post-transaction "synergy growth" traffic on selected segments of the Springfield Line. By "synergy growth," CP-KCS means growth as a direct result of the merger, excluding organic growth. What you will see in the below examples is that a 5-6 car per day volume increase due to synergy growth was transformed into tonnage increases in the range of 0.5 million to 1.2 million per year. A 6 car increase, at 75 tons/car, would normally result in an annual tonnage increase of less than 0.2 million tons per year. However, due to a myriad of factors, including likely underreporting of the number of cars on each line segment in the CP-KCS work papers, possible errors in train counts, inconsistencies in the train weights applied, and a variety of "calibration factors" and other adjustments, this fairly modest volume

increase became significantly overstated. It clearly demonstrates how using such a complex process can fall apart when there are inconsistencies in data which is being independently sourced from multiple places and time periods.

Exhibit A-7 organizes the estimation process into four phases as follows:

A) Compute the "previous submission," "base period," "calibrated" tonnage for each line segment using the October 29, 2021 logic/values

B) Compute the "previous submission" applicable "growth rate" for estimating the increase in tonnage on the line segment relative to the base period tonnage using the October 29, 2021 logic/values

C) Compute the "previous submission," "post-transaction," "calibrated," "synergy" tonnage for each line segment (with no organic growth) using the October 29, 2021 logic/values

D) Compute the "new submission," "calibrated," "synergy" tonnage for each line segment (with no organic growth) by applying the incremental tonnage increase found in the "previous submission" process to the "new submission" base tonnage (creating the May 13, 2022 values)

Exhibit A-7: Applicants' computation of post-transaction "synergy" tonnage values for select Springfield Line segments[180]

Step	Description	Roodhouse-Godfrey, IL	Godfrey - East St. Louis	Kansas City - Slater	Slater - Mexico	Mexico - Roodhouse
1A	Compute total base trains per day	1.52	3.66	2.45	1.56	1.84
2A	Obtain historic average train weight	{{ }}	{{ }}	{{ }}	{{ }}	{{ }}
3A	Obtain segment distance (miles)	40	32.9	97.2	67.9	88.4
4A	Compute "uncalibrated" "base period" daily gross ton miles using formula: [Total trains per day] x [Segment Distance] x [Historic train weight]	{{ }}	{{ }}	{{ }}	{{ }}	{{ }}
5A	Determine the total GTMs from step 4A for each railroad (CP, KCS, KCSM) by summing across all line segments, and compare to "official" 2019 GTM value for each railroad and determine a "calibration factor" that will cause the individual values to sum to the overall "official" value	{{ }}	{{ }}	{{ }}	{{ }}	{{ }}

[180] See work papers for this statement "HC- Springfield Synergy Growth Calculations.xlsx"

Step	Description	Roodhouse-Godfrey, IL	Godfrey - East St. Louis	Kansas City - Slater	Slater - Mexico	Mexico - Roodhouse
6A	Adjust the GTM values from step 4A by the calibration factor in step 5A to compute a "final" daily "calibrated" GTM base value for "base period"	121,601	699,872	1,553,324	690,914	821,078
7A	**Compute "base period" annual gross tons per mile for the line segment by multiplying step 6A value by 365 and dividing by the line segment length (October 2021)**	**1,109,611**	**7,764,535**	**5,832,957**	**3,714,046**	**3,390,198**
1B	Add MultiRail and Bulk base carloads for a combined total base carload number.	{{ }}	{{ }}	{{ }}	{{ }}	{{ }}
2B	Add Bulk synergy growth carloads, MultiRail growth carloads, and Bulk base carloads for total synergy growth carloads.	{{ }}	{{ }}	{{ }}	{{ }}	{{ }}
3B	**Calculate growth rate from base to synergy by finding the carload rate of change between step 1B and step 2B**	{{ }}	{{ }}	{{ }}	{{ }}	{{ }}
4B	Obtain "Synergy Ratio," an unexplained constant dependent on railroad	{{ }}	{{ }}	{{ }}	{{ }}	{{ }}
5B	**Calculate the final growth rate from base to synergy by multiplying the carload rate of change by the synergy ratio (October 2021)**	{{ }}	{{ }}	{{ }}	{{ }}	{{ }}
6B	New Version Synergy Growth Rate (for comparison) (May 2022)	{{ }}	{{ }}	{{ }}	{{ }}	{{ }}
1C	Calculate uncalibrated Synergy GTMs from calibrated base GTMs by applying the Base to synergy growth rate in Step 5B to the base GTMs from Step 6A	{{ }}	{{ }}	{{ }}	{{ }}	{{ }}
2C	Obtain base + synergy calibration factor by finding the ratio between the predicted Synergy GTMs from the "System Model" for each railroad and comparing that to the sum of the uncalibrated synergy GTMS for each railroad from line 3	{{ }}	{{ }}	{{ }}	{{ }}	{{ }}
3C	Adjust GTM values from step 1C by applying calibration factor in step 2C to the step 1C value	141,034	806,205	1,765,349	795,608	947,481
4C	Effective, post-calibration growth rate	{{ }}	{{ }}	{{ }}	{{ }}	{{ }}

Step	Description	Roodhouse-Godfrey, IL	Godfrey - East St. Louis	Kansas City - Slater	Slater - Mexico	Mexico - Roodhouse
5C	**Compute synergy annual gross tons per mile for the line by multiplying step 3C value by 365 and dividing by the segment distance (October 2021)**	**1,286,937**	**8,944,219**	**6,629,140**	**4,276,835**	**3,912,109**
1D	Obtain base million gross ton per mile by dividing Step 7A by 1,000,000 ("Previous Submission" - revised in new submission)	1.110	7.765	5.833	3.714	3.390
2D	Obtain synergy million gross tons per mile by dividing Step 5C by 1,000,000 ("Previous Submission" - revised in new submission)	1.287	8.944	6.629	4.277	3.912
3D	**Calculate year 3 incremental synergy growth from previous version by subtracting step 1D from step 2D (exact value used in new submission, based on growth from October 2021 submission)**	**0.177**	**1.180**	**0.796**	**0.563**	**0.522**
4D	Number of Synergy growth cars per year (line 2B minus line 1B multiplied by 365)	{{ }}	{{ }}	{{ }}	{{ }}	{{ }}
5D	Effective gross weight per car of new synergy growth cars (line 3D times 1,000,000 divided by 4D)	{{ }}	{{ }}	{{ }}	{{ }}	{{ }}
6D	Effective gross weight of base period cars (line 1D times 1,000,000 divided by 1B times 365)	{{ }}	{{ }}	{{ }}	{{ }}	{{ }}

Appendix B. Underreporting of Unit Trains[181]

B.1 Description

Applicants claim on page 37 of their Amended Operating Plan, "For trains that operate on demand rather than in accord with set schedules, the Operating Plan Team analyzed data on actual CP and KCS on demand trains operated during early 2021," and in a footnote below elaborate that "In both cases, the period analyzed was the most recent three-month period at the time of the study (February-May for KCS, March-June for CP)."[182] For KCS segments, this is a 93-day period of traffic through which they derived their bulk trains per day, and for CP segments, a 90-day period of traffic served the same function.

However, upon investigation, I find that these time periods understate actual train counts in some cases. In addition, for the bulk trains examined, train weights are also undervalued in the spreadsheet used to compute line segment densities.[183] This combination of understated train counts and undervalued train weights leads to significantly lower and misleading tonnage for these bulk trains. Below I highlight three separate cases where I find this to be true.

B.2 {{ }} trains traveling from/to {{ }}, IL

Based on the 93-day period Applicants examine for train traffic on KCS lines, there are {{ }} unit {{ }} trains that travel either from or to {{ }}, IL.[184] This amount suggests {{ }} unit {{ }} trains per day travel to or from {{ }}, IL (or about {{ }} trains per month). Using the average base train weight post-calibration for the

[181] See work papers for this statement "HC – Comparing Bulk Trains – 2019 Waybill vs. Applicant Filing.xlsx" for how each value in Appendix B was derived.
[182] CP-KCS Amended Operating Plan, p. 37.
[183] Work paper 24.1.1.9-Trains Per Day and Gross Ton Miles.xlsx.
[184] Work paper 24.1.1.3.12-TPD Bulk Base KCS.xlsx.

{{ }}, IL – {{ }}, IL segment of {{ }} tons[185] provides an annual gross tonnage of {{ }} million tons.

Looking at raw waybill data, there are {{ }} carloads of unit {{ }} that travel to or from {{ }}, IL in the full year 2019.[186] I calculated that the average weight of a unit {{ }} car on the {{ }}, IL – {{ }}, IL segment is {{ }} tons based on the mix of loaded and empties,[187] meaning that actual 2019 gross tonnage for {{ }} trains traveling to or from {{ }}, IL is {{ }} million tons. Assuming that {{ }} trains in the {{ }} subdivision have on average {{ }} cars per train,[188] this would also mean that {{ }} {{ }} trains per days (or {{ }} {{ }} trains per month) travel to or from {{ }}, IL.

Applicants' assumptions regarding both train traffic and train weight clearly undervalue tonnage and train counts, understating annual tonnage by {{ }} million tons ({{ }}% understatement) and trains per month by {{ }} trains ({{ }}% understatement).

Exhibit B-1: Comparing actual 2019 waybill data to Applicants' computation of "2019 Base Tonnage" by line segment for Applicants' proposed density data for {{ }} trains traveling to/from {{ }}, IL

	Actual 2019 Waybill data	CP's Amended Operating Plan	Absolute Difference	Percent understatement
Carloads for full 2019 year	{{ 6}}[189]	n/a		
Carloads per train	{{ }}[190]	n/a		
Train count for examined 3-month period	n/a	{ }}[191]		

[185] Work paper 24.1.1.9-Trains Per Day and Gross Ton Miles.xlsx.
[186] Data from FD 36500 – Work Paper – HC – 2019_CONSOLIDATED_CPKCS_DATA_MASTER.txt aggregated by total carloads per origin, destination, railroad, traffic category.
[187] Data from FD 36500 – Work Paper – HC – 2019_CONSOLIDATED_CPKCS_DATA_MASTER.txt aggregated by total carloads per origin, destination, railroad, traffic category.
[188] Work paper 24.1.1.3.2.3-KCS KCSM Bulk Trains Per Day by Subdivision.xlsx.
[189] Data from FD 36500 – Work Paper – HC – 2019_CONSOLIDATED_CPKCS_DATA_MASTER.txt aggregated by total carloads per origin, destination, railroad, traffic category.
[190] Work paper 24.1.1.3.2.3-KCS KCSM Bulk Trains per Day by Subdivision.xlsx.
[191] Work paper 24.1.1.3.12-TPD Bulk Base KCS.xlsx.

Trains per day	{{ }}	{{ }}		
Trains per month	{{ }}	{{ }}	{{ }} trains	{{ }}%
Average weight per carload	{{ }}[192]	n/a		
Average weight per train	{{ }}	{{ }}[193]	{{ }} tons	{{ }}%
Base MGT	{{ }}	{{ }}	{{ }} tons	{{ }}%

B.3 {{ }} trains traveling from/to {{ }} in {{ }}, TX

Based on the 93-day period CP-KCS examines for train traffic on KCS lines, there are {{ }} {{ }} trains that travel either from or to the {{ }} in {{ }}, TX.[194] This amount suggests {{ }} {{ }} trains per day travel to or from {{ }} (or about {{ }} trains per month). Using the average base train weight post-calibration for the Greenville, TX Shreveport, LA segment of {{ }} tons[195] provides an annual gross tonnage of {{ }} million tons.

Looking at raw waybill data, there are {{ }} carloads of {{ }} that travel to or from {{ }} in the full year 2019.[196] For these trains, I calculated that the average weight of a {{ }} car on the Greenville, TX Shreveport, LA segment is {{ }} tons based on the mix of loads and empties,[197] meaning that actual 2019 gross tonnage for {{ }} trains traveling to or from {{ }} is {{ }} million tons. Assuming that {{ }} trains in the Greenville subdivision have on average {{ }} cars per train,[198] this would mean that {{ }} {{ }}

[192] Using the actual split of loaded and empty cars from 2019 waybill data, with the assumptions that average empty cars weigh 35 tons and average loaded cars 140 tons.
[193] Work paper 24.1.1.9-Trains Per Day and Gross Ton Miles.xlsx.
[194] Post-calibrated base average train weight (Column BD) from Work paper 24.1.1.3.12-TPD Bulk Base KCS.xlsx.
[195] Work paper 24.1.1.9-Trains Per Day and Gross Ton Miles.xlsx.
[196] Data from FD 36500 – Work Paper – HC – 2019_CONSOLIDATED_CPKCS_DATA_MASTER.txt aggregated by total carloads per origin, destination, railroad, traffic category.
[197] Data from FD 36500 – Work Paper – HC – 2019_CONSOLIDATED_CPKCS_DATA_MASTER.txt aggregated by total carloads per origin, destination, railroad, traffic category.
[198] Work paper 24.1.1.3.2.3-KCS KCSM Bulk Trains Per Day by Subdivision.xlsx.

trains per days (or {{ }} {{ }} trains per month) travel to or from the {{ }}.

Applicants by their assumptions of both train traffic and train weight clearly undervalue tonnage and train counts, understating annual tonnage by {{ }} million tons ({{ }}% understatement) and trains per month by {{ }} trains ({{ }}% understatement).

Exhibit B-2: Comparing actual 2019 waybill data to Applicants' computation of "2019 Base Tonnage" by line segment for Applicants' proposed density data for {{ }} trains traveling to/from {{ }}, TX

	Actual 2019 Waybill data	CP's Amended Operating Plan	Absolute Difference	Percent understatement
Carloads for full 2019 year	{{ }}[199]	n/a		
Carloads per train	{ }}[200]	n/a		
Train count for examined 3-month period	n/a	{ }}[201]		
Trains per day	{ }}	{{ }}		
Trains per month	{{ }}	{ }}	{{ }} trains	{{ }}%
Average weight per carload	{{ }}[202]	n/a		
Average weight per train	{ }}	{{ }}[203]	{{ }} tons	{{ }}%
Base MGT	{ }}	{{ }}	{{ }} tons	{{ }}%

B.4 Unit petroleum trains traveling through Sabula, IA to Airline Jct, MO

Based on the 90-day period Applicants examine for train traffic on CP lines, there are {{ }} unit petroleum trains that travel through Sabula, IA and then through Airline Jct, MO.[204] This amount suggests {{ }} unit petroleum trains per day travel on this line (or about {{ }} trains per month). Taking the average base train weight post-calibration for all nine

[199] Data from FD 36500 – Work Paper – HC – 2019_CONSOLIDATED_CPKCS_DATA_MASTER.txt aggregated by total carloads per origin, destination, railroad, traffic category.
[200] Work paper 24.1.1.3.2.3-KCS KCSM Bulk Trains per Day by Subdivision.xlsx.
[201] Work paper 24.1.1.3.12-TPD Bulk Base KCS.xlsx.
[202] Using the actual split of loaded and empty cars from 2019 waybill data, with the assumptions that average empty cars weigh 21 tons and average loaded cars 143 tons.
[203] Post-calibrated base average train weight (Column BD) from Work paper 24.1.1.3.12-TPD Bulk Base KCS.xlsx.
[204] Work paper 24.1.1.3.12-TPD Bulk Base CP.xlsx.

segments between Sabula, IA and Airline Jct, MO and their weighted average using segment miles provides an average train weight on this line of {{ }} tons,[205] translating to an annual gross tonnage of {{ }} million tons.

Flowing trains on MultiRail using raw waybill data indicates that {{ }} carloads of unit train petroleum traveled between Sabula, IA and Airline Jct, MO in full-year 2019.[206] For this traffic, I calculated that the average weight of a unit train petroleum car on all these segments is {{ }} tons,[207] meaning that actual 2019 gross tonnage for unit petroleum trains traveling through Sabula to Airline Jct is {{ }} million tons. Assuming that unit petroleum trains in the seven subdivisions have on average {{ }} cars per train,[208] this would also mean that {{ }} unit petroleum trains per days (or {{ }} unit petroleum trains per month) travel between Sabula, IA and Airline Jct, MO.

Applicants' assumptions regarding both train traffic and train weight clearly undervalue tonnage and train counts, understating annual tonnage by {{ }} million tons ({{ }}% understatement) and trains per month by {{ }} trains ({{ }}% understatement).

[205] Work paper 24.1.1.9-Trains Per Day and Gross Ton Miles.xlsx.
[206] Data from FD 36500 – Work Paper – HC – 2019_CONSOLIDATED_CPKCS_DATA_MASTER.txt aggregated by total carloads per origin, destination, railroad, traffic category.
[207] Data from FD 36500 – Work Paper – HC – 2019_CONSOLIDATED_CPKCS_DATA_MASTER.txt aggregated by total carloads per origin, destination, railroad, traffic category.
[208] Section 3.5 in _FD 36500 Work Paper HC Trains Per Day – Methodology, p. 7.

Exhibit B-3: Comparing actual 2019 waybill data to Applicants' computation of "2019 Base Tonnage" by line segment for Applicants' proposed density data for petroleum trains traveling through Sabula, IA to Airline Jct, MO

	Actual 2019 Waybill data	CP's Amended Operating Plan	Absolute Difference	Percent understatement
Carloads for full 2019 year	{{ }}[209]	n/a		
Carloads per train	{ }}[210]	n/a		
Train count for examined 3-month period	n/a	{ }}[211]		
Trains per day	{ }}	{{ }}		
Trains per month	{{ }}	{{ }}	{{ }} trains	{{ }}%
Average weight per carload	{ }}[212]	n/a		
Average weight per train	{ }}	{{ }}[213]	{{ }} tons	{{ }}%
Base MGT	{ }}	{{ }}	{ }} tons	{{ }}%

[209] Data from FD 36500 Work Paper HC 2019_CONSOLIDATED_CPKCS_DATA_MASTER.txt aggregated by total carloads per origin, destination, railroad, traffic category.
[210] Section 3.5 in _FD 36500 Work Paper HC Trains Per Day Methodology, p. 7.
[211] Work paper 24.1.1.3.11-TPD Bulk Base CP.xlsx.
[212] Assuming a 50/50 split of empties and loaded with empties weighing 40 tons and loaded weighing 140 tons.
[213] Post-calibrated base average train weight (Column BD) from Work paper 24.1.1.3.12-TPD Bulk Base KCS.xlsx.

Appendix C. Previously Cited Concerns Remain Valid

I also have been asked to review and comment on whether the Applicants' Amended Operating Plan submitted on May 13, 2022[214] substantially changed any of the comments I previously made in my first Verified Statement submitted as part of CN's comments on February 28, 2022.[215] In addition to the lack of an identifiable base year for the operating plan and to the misleading tonnage and train counts outputs that result from Applicants' use of disparate data and convoluted modeling logic, which I detailed above, I find that the Amended Operating Plan submitted by CP-KCS is also fundamentally flawed and unreliable for the reasons I explained in my first Verified Statement. Exhibit C-1 below highlights some of the additional issues I had originally identified and explains the key impacts (if any) of the May 13 submission on my original conclusions.

Exhibit C-1: Additional findings from my February 28, 2022 Verified Statement and impacts of the May 13 Submission by CP-KCS

Issue	Original Feb 28 findings[216]	Impact of the May 13 submission
Disconnect between the Operating Plan in MultiRail and the "System Model" that drives costing and other metrics	• Applicants ignored the outputs of their MultiRail operations modeling and instead used the outputs of a simplistic spreadsheet model (which they call "System Model" or "Cost Metrics Model") to calculate the merged railroads' operating metrics and expenses • Because of this, Applicants failed to generate a reliable set of operating statistics based on a unified and rigorous operations planning process, resulting in a fatally flawed operating plan and operating expense evidence	• Operating metrics and expenses are still based on the same simplistic spreadsheet model; the impacts of this flawed approach which were highlighted in my first VS are still valid • CP-KCS made a correction to the Freight Car Miles base data used in the "Cost Metrics Model," resulting in an increase of { } percent (from {{ }} to {{ }}) in the initial Freight Car Miles. The reason provided for this change is that CP had failed to include the Soo Line in the figures for their original submission.[217] The fact that this error occurred and was not detected by CP-

[214] STB Finance Docket 36500, Canadian Pacific Railway Limited, et al. – Control – Kansas City Southern, et al. – Amended Operating Plan (Exhibit 13), Verified Statement of Raymond A. Elphick and John F. Orr. May 13, 2022.
[215] Van Dyke First Verified Statement.
[216] Van Dyke First Verified Statement.
[217] *See* FD 36500 – Work Paper – HC – Cost Metrics Growth Model _ Base Year 2019.xlsx (October 2021 submission) vs. 24.1.1.5-Cost Metrics Growth Model.xlsx (May 2022 amended submission). In tab "Model", CP-KCS provide an explanation for the significant change in Freight Car Miles.

Issue	Original Feb 28 findings[216]	Impact of the May 13 submission
		KCS highlights the risks and flaws associated with the disconnect between data sources and the use of an unreliable planning process, as I highlighted in my first VS
Use of fragmented, error-prone approach to developing pre- and post-transaction operating plans that does not yield reliable results	• Applicants used a complex approach using different time periods for traffic, modeled unit trains outside of MultiRail, largely ignored MultiRail and traffic when estimating tonnages, did not use a bottom-up approach, but instead forced the operating plan to conform to external estimates of operating metrics, and applied a convoluted calibration process in a failed attempt to make the results look like they were related to the base year	• Nothing fundamental changed in the May 13 submission, including use of disjointed data sources, modeling of unit trains outside of MultiRail, and the use of "calibration" factors to try to force the answers to conform with external CP-KCS estimates of key metrics • Some details changed, such as hand fixes to some train counts and line density values, changes in the formatting of yard handling reports, elimination of organic growth from the operating plan metrics, clarification that unit trains were taken from early 2021, not October 2020, etc. • Some things were made more complex, such as the introduction of a new spreadsheet to estimate segment level tonnages that also relies on the original spreadsheet for part of the calculations
Flawed traffic due to use of one-month traffic sample from other than the base year, and 2021 to obtain unit trains; confusion over role of organic growth	• Use of a fractured approach to developing traffic that resulting in the need to use a complex and error prone analysis process (further explored in this VS) • Applicants implied that they included organic growth in their MultiRail planning process but failed to include organic growth in their costing process • Organic growth appears to be significantly overestimated relative to the historic record, and ignored differences between merging railroads	• Traffic issues remain and are not corrected in any way in Amended Operating Plan filing; sourcing of data has been somewhat clarified • CP-KCS has clarified that it is excluding organic growth from the Operating Plan's base numbers, and has somewhat corrected prior errors in the application of organic growth factors • Continue to use very high, systemwide growth factors, despite identified carrier specific growth rates • Cost Metrics Model outputs and resulting financial projections are largely unchanged and still do not include organic growth
Lack of modeling of yard switching activities in the Cost Metrics Model	• There is no mention of any activity measures related to yard switching activity, including intermediate switching, block swaps, or intermodal lifts in the Applicants' system model, and nothing indicates that such measures were considered in developing post-merger operating expenses	• No change
Yard activity measures do not	• Main comparison reports for yards are not between the base period and the	• Most issues remain lack of comparisons between base and post-transaction volumes,

Issue	Original Feb 28 findings[216]	Impact of the May 13 submission
comply with filing requirements and are deceptive	post-transaction case. Instead CP-KCS presents comparisons of base to "optimized plan" and then "optimized plan" to post-transaction. Direct comparisons between base and post-transaction cases are not provided • Not all yards experiencing a 20% change in handlings are detailed • Car counts are deceptively low for intermodal facilities, due to treating all intermodal cars identically, independent of the number of platforms • Bulk traffic and block swap volumes are not detailed in main filing	except in Appendix T, and the Appendix T numbers are different from the cars handled numbers in the main operating plan yard volumes • Bulk traffic appears to be included in Appendix T yard volumes, but not in main operating plan yard volumes, and no explanation of the differences appears to be provided • Issues remain with respect to omitting block swaps, counting of intermodal cars, handling of bulk volumes, etc.
Exclusion of local trains	• Due to a "25% rule," local trains that touched fewer than 25% of the nodes on a subdivision were excluded from the train counts, independent of the distance traversed	• Because the train counts did not change in the Amended Operating Plan filing, it is my assumption that this rule still applies. CP-KCS failed to include the methodology document that detailed this rule in the updated work papers (along with a number of other methodology documents)
Exact traffic used in MultiRail is unclear	• While a MultiRail traffic table was provided in the work papers, it was described as a sample file, and the contents did not appear to match the statistics for either the pre- or post-transaction cases	• Two new MultiRail traffic tables were provided in the new work papers, but no explanation was provided as to their contents. All references to work paper file names were removed from the methodology document detailing how the traffic was prepared
Variety of specific errors identified in the traffic density and other data published as part of the operating plan	• Examples included incorrect tonnage on the Sabula-Airline Junction line, missing intermodal traffic to/from Lazaro Cardenas, impact of the "25% rule" discussed above on train counts, issues with yard counts as discussed above, and yards with significant "balance" issues between originating and terminating traffic • Also noted other issues with bad line densities, capacity issues on the NS/CSX haulage/trackage rights arrangements, and that October 2020 was not representative of full-year 2019 traffic volumes	• While the details have changed, all of these issues remain • Problems with the Sabula-Airline Junction tonnages are extensively detailed in this VS • CP-KCS acknowledges that the Lazaro Cardenas traffic is missing in their Amended Operating Plan • See prior entries in this table with respect to the "25% rule" and deceptive yard activity counts • I believe the issues with yard balance remain unaddressed • Other cited issues also remain, including density issues on other lines (as detailed in this VS), likely capacity issues with the NS/CSX services, and the non-representative nature of the October 2020 traffic
Applicants attempt to present metrics as	• Table 2 in the original operating plan filing provides a variety of statistics that	• In the Amended Operating Plan filing, the same data elements are presented in Table 3

Issue	Original Feb 28 findings[216]	Impact of the May 13 submission
arising from the operating plan that actually come from their "System Model" or other sources[218]	are either sourced from the "System Model" or other analyses not tied to the operating plan[219] • Original filing explicitly stated that the "growth plan" included organic growth[220]	• The contents of this table remain driven by the "System Model" and are not derived from the operating plan • "Running Car Miles" changed due to the omission of the Soo Line in prior statistics, demonstrating how this number was not sourced from MultiRail / the operating plan, but from other external models • Intermediate handlings also changed significantly, possibly due to the Soo Line issue • References to the inclusion of organic growth appear to have been removed – and may have been in error in the original filing

The correction made by CP-KCS to base year Freight Car Miles, from {{ }} to {{ }}, a {{ }} percent change, highlights the degree to which operating statistics and the associated expenses reported by the Applicants are unreliable as a result of their disjointed and flawed modeling approach. Although Applicants do not mention this correction in the main body of their Amended Operating Plan, they state in the associated work paper that the correction is due to the "inclusion of Soo Line omitted in original [sic]."[221] The reason why the Soo Line (the primary US railroad subsidiary of CP) was omitted from the calculation in the original Operating Plan is that CP-KCS used "CP internal files similar to R-1" [sic].[222] Even though this specific instance was corrected in the May submission, the fact that such a considerable discrepancy could go unnoticed in the original Application highlights the degree to which reported operating metrics are disconnected from the Operating Plan and its outputs. Also,

[218] CN's Comments on Application and Request for Conditions, February 28, 2022, p. 152.
[219] Application, Vol. 2, p. 287, Exhibit 13 Table 2.
[220] Application, Vol 2., p. 286, ¶85.
[221] *See* FD 36500 – Work Paper – HC – Cost Metrics Growth Model Base Year 2019.xlsx (October 2021 submission) vs. 24.1.1.5-Cost Metrics Growth Model.xlsx (May 2022 amended submission). In tab "Model", CP-KCS provide an explanation for the significant change in Freight Car Miles.
[222] *See* FD 36500 – Work Paper – HC – Cost Metrics Growth Model Base Year 2019.xlsx (October 2021 submission). Tab "Model", cell K19.

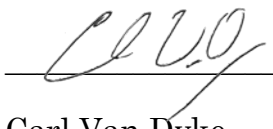
tellingly, this change has had nearly zero impact on overall model outputs (operating metrics and operating expenses), when I would expect such a change to have flow through impacts in a properly developed operating plan. This is precisely *because* model outputs are not connected in any meaningful way to railroad operating metrics, as I have stated previously.

In conclusion, and in addition to my findings as presented in this Verified Statement, the Amended Operating Plan submitted on May 13, 2022 by CP-KCS does not address the majority of my comments submitted in my first Verified Statement of February 28, 2022 in a meaningful way.

VERIFICATION

I, Carl Van Dyke, declare under penalty of perjury that the foregoing information is true and correct. Further, I certify that I am qualified and authorized to file this statement.

Executed on this 9th day of June, 2022.



Carl Van Dyke