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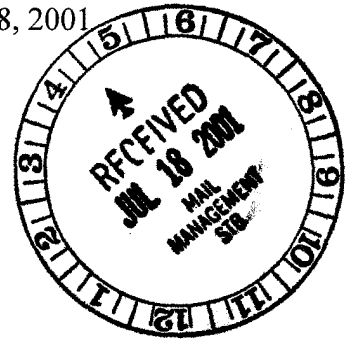
CAROLYN F. CORWIN
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July 18, 2001

ENTERED
Office of the Secretary

JUL 19 2001

Part of
Public Record



The Honorable Vernon A Williams
Secretary
Surface Transportation Board
Case Control Unit
1925 K Street, N.W.
Washington, D.C. 20423-0001

Re: *Canadian National Railway Company, Grand Trunk Corporation and WC Merger Sub, Inc. -Control- Wisconsin Central Transportation Corporation, Wisconsin Central Ltd., Fox Valley & Western Ltd., Sault Ste. Marie Bridge Company, and Wisconsin Chicago Link, Finance Docket No. 34000*

Dear Secretary Williams:

Enclosed for filing in the above-referenced docket are an original and 25 copies of a Submission of Settlement Agreement. A certificate of service is attached to the filing. This filing is designated GLT-16.

Also enclosed is a 3.5 inch diskette containing the pleading in Word 2000, which is capable of being read by WordPerfect for Windows 9.0.

Please file-stamp the enclosed copy of the pleading and return it to our messenger. Thank you for your assistance.

Sincerely yours,

Carolyn F. Corwin
Attorney for Great Lakes Transportation LLC

Enclosures

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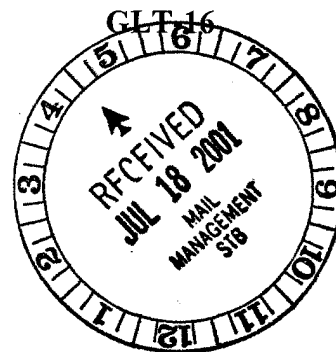
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BEFORE THE
SURFACE TRANSPORTATION BOARD

Finance Docket No. 34000



CANADIAN NATIONAL RAILWAY COMPANY,
GRAND TRUNK CORPORATION AND WC MERGER SUB, INC.

-CONTROL-

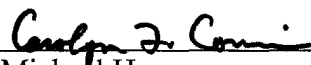
WISCONSIN CENTRAL TRANSPORTATION CORPORATION, WISCONSIN
CENTRAL LTD., FOX VALLEY & WESTERN LTD., SAULT STE. MARIE BRIDGE
COMPANY, AND WISCONSIN CHICAGO LINK

SUBMISSION OF SETTLEMENT AGREEMENT

Great Lakes Transportation LLC ("GLT") hereby submits for the Board's consideration the attached Settlement Agreement, which contains the definitive terms of a settlement between Applicants and GLT. GLT previously advised the Board of this settlement in its Comments served on June 25, 2001, in this proceeding.

Respectfully submitted,

Leann M. Greenwald
Great Lakes Transportation LLC
135 Jamison Lane
Monroeville, PA 15146
412-829-6892



J. Michael Hemmer
Nicholas W. Fels
Carolyn F. Corwin
Covington & Burling
1201 Pennsylvania Avenue N.W.
Washington, DC 20004-2401
202-662-5578

Counsel for Great Lakes Transportation LLC

Dated: July 18, 2001

CN-GLT SETTLEMENT AGREEMENT

This Settlement Agreement dated as of July 18, 2001 (the "Agreement") by and between Great Lakes Transportation LLC ("GLT") and its indirectly wholly-owned U.S. railroad subsidiary, the Duluth, Missabe, and Iron Range Railway Company ("DMIR"), on the one hand, and Canadian National Railway Company ("CN"), on the other,

WITNESSETH:

WHEREAS, CN has sought by application dated April 9, 2001 the approval of the Surface Transportation Board ("STB") with respect to CN's proposed acquisition of control of Wisconsin Central Transportation Corporation and its wholly-owned U.S. railroad subsidiaries (together, "WC") (the "Transaction");

WHEREAS, GLT is willing to support STB approval of the Transaction based on the assumption that CN's continued compliance with this Agreement will be imposed as a condition of such approval; and

WHEREAS, CN is willing to have such compliance imposed as a condition of the STB's approval of the Transaction based on the assumption that such approval will be granted within the time frame contemplated by the STB when it accepted CN's application for review;

NOW, THEREFORE, the parties to this Agreement, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, agree as follows:

I. SUPPORT OF TRANSACTION AND CONDITION; EFFECTIVE AND OPERATIVE DATES

A. GLT Support of Transaction. GLT and its Affiliates will support (and to the extent it has not already done so will urge other persons who have submitted comments to the STB at GLT's behest to support) STB approval of the Transaction, subject only to the STB's unqualified imposition of the condition described in Section I.B. Neither GLT nor any of its Affiliates will advocate or otherwise support any proposal to impose any other condition with respect to STB approval of the Transaction.

B. Request for STB Imposition of Condition. CN and GLT will each request that the STB impose without qualification, as a condition of its approval of the Transaction, a requirement that CN and its Affiliates continue to comply with this Agreement in accordance with and subject to its terms and conditions so long as GLT and DMIR remain materially in compliance with this Agreement. CN and GLT will each actively support the unqualified imposition of such a condition on the grounds, among others, that the condition is commercially reasonable and fully consistent with the STB's authority to impose conditions pursuant to 49 U.S.C. §11324 (c).

C. Effective Date and Operative Date. For the purposes of this Agreement, "Effective Date" means the later of the date on which this Agreement has been executed by all of the parties or the date first above written; and "Operative Date" means the date, following STB approval of the Transaction, on which CN consummates the Transaction and acquires control of WC.

D. Affiliate. For purposes of this Agreement, "Affiliate" means any person, or group of persons acting in concert, controlling, controlled by, or under common control with, a party to this Agreement.

II. CN/WC-DMIR INTERLINE COOPERATION

A. DMIR Agency.

1. Effective as of the Operative Date, CN hereby designates (and will thereupon cause WC to designate) DMIR to act as the exclusive agent for CN and WC to the extent and for the purposes set forth in this Section II.A., or in any ancillary agreements or other documents negotiated by the parties pursuant to Section IV.H.

2. DMIR, on its own behalf and as agent for CN and WC, may solicit and, upon the request of or pursuant to a contract with a shipper, shall make all necessary arrangements for the all-rail, joint-line movement of taconite and other forms of beneficiated iron ore (the "Commodity") originating at points served by DMIR (each an "Origin" and, collectively, the "Origins") and moving over CN's and/or WC's lines to ultimate destinations at Gary or Indiana Harbor, IN, Pittsburgh/Braddock, PA, Nanticoke, ON, or Lorain, OH (each, a "Destination" and, collectively, the "Destinations"); provided that DMIR's agency responsibility hereunder will extend only to all-rail, joint-line movements of the Commodity to a Destination that are commercially feasible, as reasonably determined by DMIR. So long as this Section II.A. remains in effect, neither CN nor any of its Affiliates as of the Operative Date or thereafter (including WC) will, independently of DMIR, solicit all-rail movements of the Commodity between an Origin and a Destination described in this paragraph or set prices to shippers for its portion of such a movement unless it is legally required to do so.

3. For purposes of Section II.A.2., an all-rail joint-line movement is commercially feasible if DMIR reasonably determines that the aggregate revenue requirements of DMIR, CN/WC and any other participating rail carrier or carriers permit

a through rate and a quality of service for such movement from an Origin to a Destination that are competitive with comparable through rate and service offerings otherwise available to the shipper, including any offerings involving maritime transportation.

4. CN will provide notice to DMIR from time to time of the revenue requirement applicable to CN/WC's portion of each movement referenced in subsection 2. above, in accordance with the service design for such movement developed by DMIR in consultation with CN/WC and other carriers involved in the movement, and DMIR's pricing authority will be exercised only in accordance with such notice of revenue requirement. CN/WC's revenue requirement shall be established independently by CN/WC at a level that causes the movements to which the revenue requirement applies to be profitable for CN/WC. Each such notice will supersede any prior notice, and DMIR will be entitled to rely on the most recent CN notice in arranging transportation pursuant to Section II.A.2.

5. The parties will negotiate in the manner set forth in Section IV.H. the form or forms of shipper contract that DMIR may enter into pursuant to its agency authority under this Section II.A. and any other agreement or document that CN or GLT deems necessary or appropriate in the exercise of such authority or in carrying out the purposes of subsection 2. DMIR will not, in the exercise of its agency authority under this Section II.A., enter into any shipper contract containing terms and conditions that are not included in, or are materially different from, the provisions of such form or forms of shipper contract, without CN's prior written consent.

6. As part of the agency arrangement described in this Section II.A. DMIR shall be authorized to offer through rates for joint-line movements of the

Commodity from Origins (as defined in Section II.A.2.) to WC's Escanaba Docks and through WC's Escanaba Docks for further waterborne transport. CN will provide DMIR with the revenue requirement applicable to CN/WC's portion of any such movement identified from time to time by DMIR (including any requested services at Escanaba to facilitate rail to vessel movement), in accordance with the service design for such movement developed by DMIR in consultation with CN/WC, and DMIR's pricing authority will be exercised only in accordance with the information so provided.

7. CN and DMIR agree to cooperate with each other, and to use reasonable best efforts, in providing efficiently any transportation service arranged by DMIR pursuant to this Section II.A. In establishing from time to time their respective revenue requirements for their respective portions of movements covered by this Section II.A., neither DMIR and its Affiliates nor CN and its Affiliates (including WC) shall act unreasonably or anticompetitively.

8. DMIR will not exercise its agency authority under this Section II.A. to enter into any contract with a shipper with a term longer than one year without CN's prior written consent.

B. Termination Date. Unless sooner terminated pursuant to Section IV.A. below, the agency relationship contemplated under Section II.A. shall terminate, and the provisions of Section II shall expire, on the earlier of the tenth (10th) anniversary of the Operative Date or the date on which there has occurred a Change in Control. "Change in Control" means (i) the acquisition of a majority interest in DMIR's or GLT's voting capital stock by a customer of CN or a Class I rail carrier, or (ii) the acquisition by a customer of CN or by a Class I rail carrier, by any means, of what would be regarded by

the STB as control of DMIR for purposes of 49 U.S.C. §11323, as in effect on the date hereof, irrespective of whether such acquisition of control would be subject to the jurisdiction of the STB.

III. OPERATIONAL MATTERS

A. WC Trackage Rights.

1. The parties will draft and execute an amendment to the Trackage Rights Agreement between DMIR and WC's railroad subsidiary Wisconsin Central Ltd. ("WCL") dated April 14, 1988, as amended by the Amendment Agreement dated May 9, 1991, pertaining to DMIR trackage between South Itasca, Wisconsin, and Pokegama, Wisconsin (collectively, the "April 14, 1988 WCL Agreement"), to become effective as of the Operative Date. The April 14, 1988 WCL Agreement shall be amended to the following effect: WCL shall have the right to use the trackage rights granted thereunder to interchange all traffic with any other carrier at Pokegama Yard, subject to the restrictions set forth in Section 8 of the April 14, 1988 WCL Agreement and any other restrictions in that agreement that are not inconsistent with such right to interchange. The parties will undertake best and good faith efforts to execute the amendment by August 31, 2001.

2. The parties will draft and execute an amendment to the Trackage Rights Agreement between DMIR and WCL dated May 9, 1991, as amended, pertaining to DMIR trackage between South Itasca, Wisconsin, and Saunders, Wisconsin (collectively, the "May 9, 1991 WCL Agreement"), to become effective as of the Operative Date. The May 9, 1991 WCL Agreement shall be amended to the following effect: Section 5.A. of the May 9, 1991 WCL Agreement shall be revised to substitute the same "per loaded car" rate applicable to CN's subsidiary, the Duluth, Winnipeg and

Pacific Railway Company ("DWP"), under Section 6.A. of Trackage Rights Agreement between DWP and DMIR dated July 30, 1981, as amended by agreement dated August 24, 1987 (collectively, the "CN/DMIR Trackage Rights Agreement"), as that rate may subsequently be escalated, for the rate calculated pursuant to the "per loaded car mile" rate formula set forth in Section 5.A. of the May 9, 1991 WCL Agreement. The parties will undertake best and good faith efforts to execute the amendment by August 31, 2001.

B. Removal of Ambridge Diamond. Subject to DMIR's agreement to provide switching services as described in Section III.C. and to amend the April 14, 1988 WCL Agreement to permit WCL to interchange directly with all carriers at Pokegama Yard as described in Section III.A., neither CN nor any of its Affiliates as of the Operative Date (including WC) will object to DMIR's removal of the track structure associated with the at-grade crossing of WCL track and DMIR track at Ambridge, Wisconsin, known as the "Ambridge Diamond," and all associated signaling and control systems, if any, following the Operative Date. Upon removal of the Ambridge Diamond, DMIR shall be relieved of any obligation to provide ongoing maintenance and repairs thereupon. DMIR shall bear all costs and expenses associated with the removal of the Ambridge Diamond.

C. Reciprocal Switch at Koppers Facility. Effective no later than upon removal of the Ambridge Diamond, DMIR will amend its Switching Tariff DMIR 8002-I to provide DWP/WC with switching services as required on a nondiscriminatory basis between Pokegama Yard and the Koppers facility at Ambridge, Wisconsin, over DMIR trackage at a charge of \$50 per loaded car. Empty cars shall be switched at no charge. DMIR shall continue to provide such switching services unless and until (a) DMIR elects

to restore the Ambridge Diamond or (b) the facility now maintained by Koppers at Ambridge ceases operation and no longer needs rail service.

D. Oliver Bridge.

1. CN (and its Affiliates, including WC) will pay DMIR a share of the Total Project Costs incurred by DMIR and the States of Minnesota and Wisconsin for reconstruction of the Oliver Bridge (DMIR Bridge SL/IT 13C, Mn/DOT Bridge No. 6544), which project is currently underway and more fully described in Agreement No. 78755 between DMIR and the State of Minnesota (the "Current Oliver Bridge Reconstruction"). The term "Total Project Costs" shall mean all costs incurred by DMIR and the States of Minnesota and Wisconsin for the Current Oliver Bridge Reconstruction. The aggregate amount of CN's (and its Affiliates') share of Total Project Costs upon completion will be U.S. \$1,900,000 (the "CN Share").

2. Within thirty (30) days of the Effective Date, CN will pay DMIR U.S. \$220,000 toward its share of Total Project Costs. Thereafter, and subject to the last sentence of subsection 1. above, CN will pay DMIR an amount equal to twenty-five percent (25%) of each invoice for costs associated with the Current Oliver Bridge Reconstruction submitted after the Effective Date in accordance with the methodology reflected in invoices for costs associated with the Current Oliver Bridge Reconstruction submitted prior to the Effective Date. Each such amount shall be paid within twenty (20) days of CN's receipt of such invoice. Further payment to cover the CN Share will be provided by CN to DMIR within twenty (20) days following the Operative Date up to the full amount of invoices for costs associated with the Current Oliver Bridge Reconstruction previously received by CN, subject to the last sentence of subsection 1. above. If such payment does not fulfill the CN Share, CN will continue to pay DMIR an

amount equal to one-hundred percent (100%) of each invoice for costs associated with the Current Oliver Bridge Reconstruction submitted by DMIR in accordance with the methodology reflected in invoices for costs associated with the Current Oliver Bridge Reconstruction submitted prior to the Effective Date, until the CN Share has been fully paid. If such payments do not fulfill the CN Share, CN will make an additional payment to fulfill the CN Share at the time of its payment of the final invoice.

3. While this Agreement remains in effect, the parties will not seek arbitration of their dispute concerning DWP's responsibility for expenses associated with the Current Oliver Bridge Reconstruction pursuant to the CN/DMIR Trackage Rights Agreement. Upon full payment by CN or any of its Affiliates of the CN Share, the dispute among the parties and their respective Affiliates concerning the allocation of costs incurred in the Current Oliver Bridge Reconstruction will be fully resolved, without any admission or determination as to the merits of the positions taken by the parties and their respective Affiliates.

4. In the event that this Agreement terminates pursuant to Section IV.A. before the CN Share has been fully paid, the parties shall be free to seek resolution of the dispute referred to in subsection 3. by arbitration, except that for purposes of any such resolution CN shall receive credit for any payments made to DMIR under this Section III.D. Any payments by CN or its Affiliates pursuant to this section, and any acceptance of such payments by GLT or its Affiliates, shall be without prejudice to the parties' respective rights and obligations regarding reimbursement of expenses associated with the Current Oliver Bridge Reconstruction pursuant to the CN/DMIR Trackage Rights Agreement.

IV. GENERAL TERMS

A. Termination of Agreement. This Agreement will terminate in the event that (1) the STB issues a decision denying approval of the Transaction, (2) the STB issues a decision approving the Transaction but does not impose, without qualification, the condition contemplated under Section I.B., or (3) for any reason, the STB has not issued a decision on the merits of the Transaction by October 9, 2001, whichever event is first to occur.

B. Amendment. This Agreement may not be modified except by written agreement duly executed by the parties.

C. Dispute Resolution.

1. The chief marketing officers of the parties will meet or confer from time to time, as appropriate, and will attempt to resolve any issues arising under this Agreement. The parties will seek to resolve all issues concerning the interpretation or application of this Agreement pursuant to the process described in the previous sentence. If a dispute arises between or among the parties that cannot be resolved pursuant to that process, the parties agree that (a) GLT or DMIR may seek enforcement by the STB of any condition imposed by the STB and (b) any party may, upon ten (10) days prior notice to the other party or parties, submit any dispute arising out of or relating in any way to this Agreement to arbitration pursuant to subsection 2. below.

2. Except as set forth in subsection 1. above, any dispute arising out of or relating in any way to this Agreement shall be subject to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and the further terms of this subsection 2. The arbitrator shall be jointly selected by CN and by

GLT or DMIR, as the case may be, but, if the parties do not agree on an arbitrator within thirty (30) days after demand for arbitration is made by a party, they shall request that the arbitrator be designated by the American Arbitration Association.

(a) Until any award is made upon the question or questions submitted to arbitration, the business, settlements and payments to be transacted and made and other performance under this Agreement shall continue to be transacted and made in the manner and in the form existing prior to the time such questions arose. Any damages in such an award shall earn interest from the date the damages were initially incurred until paid at the corporate "prime rate" as reported in The Wall Street Journal on the date of the award.

(b) The arbitrator shall have the power to require the performance of acts found to be required by this Agreement and to require the cessation or nonperformance of acts found to be prohibited by this Agreement. The arbitrator shall not have the power to award consequential or punitive damages. No award under this Section IV.C. may change the terms of this Agreement.

(c) The arbitrator shall make an award in writing, which, except as provided in paragraph (d) below, shall be final, binding and conclusive on all parties to the arbitration when delivered to them.

(d) Any party may, within ten (10) days of delivery of the award, seek clarification or reconsideration of the award from the arbitrator. The other party or parties shall be provided an opportunity for a response thereto within twenty (20) days of receipt thereof. The arbitrator shall make the decision granting or denying such clarification or reconsideration in writing, within sixty (60) days of receipt of a petition

for such clarification or reconsideration which decision shall then be final, binding and conclusive on all parties to the arbitration when delivered to them.

(e) Each party to the arbitration shall pay the fees and expenses of its own witnesses, exhibits and counsel. The compensation, cost and expenses of the arbitrator shall be paid in equal shares by all parties to the arbitration.

(f) The parties may conduct such reasonable discovery as will facilitate a prompt and efficient resolution of the issues in dispute; provided that the arbitrator may provide for and place such limitations on the conduct of such discovery as the arbitrator may deem appropriate. The books and papers of all parties, as far as they relate to any matter submitted for arbitration, shall be open to the examination of the arbitrator.

(g) The location of any arbitration proceeding shall be agreed upon by the parties, or if they are unable to agree, in Washington, D.C.

(h) All proceedings relating to any such arbitration, and all testimony, written submissions and award of the arbitrator therein, shall be private and confidential as among the parties, and shall not be disclosed to any other person, except as required by law and except as reasonably necessary to prosecute or defend any judicial action to enforce, vacate or modify such arbitration award.

D. No Joint Venture or Partnership Intended. The parties do not intend by this Agreement or by any activities contemplated by this Agreement to create a joint venture or partnership.

E. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the United States to the extent of any jurisdiction of the STB

with respect to the subject matter hereof and otherwise by the laws of the State of Illinois.

F. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided that no party may assign, delegate or otherwise transfer any of its rights or obligations hereunder to any person without the prior written consent of the other party or parties hereto, which consent shall not be withheld unreasonably.

G. Notices. All notices, requests and other communications to any party hereunder shall be in writing (including telecopy or similar writing) and shall be given: if to CN:

Canadian National Railway Company
935 de La Gauchetiere Street West
Montreal, Quebec
Canada H3B 2M9
Attention: Chief Legal Officer
Telecopy: 514-399-4854

if to GLT:

Great Lakes Transportation LLC
135 Jamison Lane
Monroeville, PA 15146
Attention: General Counsel
Telecopy: 412-829-6607

or if to DMIR:

Duluth, Missabe and Iron Range Railway Company
500 Missabe Building
Duluth, MN 55802
Attention: Vice President
Telecopy: 218-723-2127

H. Further Assurances.

1. The commercial and other rights and obligations described in Sections II and III shall be set forth or amplified, as the parties deem appropriate, in separate agreement documents of the kind, and containing such provisions as are

normally and customarily utilized by the parties, including, where applicable, exhibits depicting specific rail line segments, subject to and consistent with the descriptions set forth in this Agreement. The parties shall in good faith use their reasonable best efforts to complete such agreements no later than August 31, 2001. If any such agreement is not reached by such date, either such party may request that any dispute over the terms of such agreement document be resolved by arbitration pursuant to Section IV.C.2. hereof, with the arbitration proceeding to be completed within sixty (60) days of its institution.

2. The parties agree to execute such other and further documents, and to undertake such acts, as shall be reasonable and necessary to carry out the intent and purposes of this Agreement.

I. No Third Party Beneficiaries. This Agreement is intended for the sole benefit of the parties to this Agreement. Nothing in this Agreement is intended or may be construed to give any person, firm, corporation or other entity, other than the signatories hereto, their permitted successors and permitted assigns, and their Affiliates, any legal or equitable right, remedy or claim under this Agreement.

J. Severability. If any one or more of the provisions of this Agreement should be ruled wholly or partly invalid or unenforceable by a court, arbitrator or government body of competent jurisdiction, then: (i) the validity and enforceability of all provisions of this Agreement not ruled to be invalid or unenforceable shall be unaffected; (ii) the effect of the ruling shall be limited to the jurisdiction of the court, arbitrator or government body making the ruling; (iii) the provisions(s) held wholly or partly invalid or unenforceable shall be deemed amended, and the court, arbitrator or government body is authorized to reform the provisions(s), to the minimum extent necessary to render them

valid and enforceable in conformity with the parties' intent as manifested herein and a provision having a similar economic effect shall be substituted; and (iv) if the ruling and/or the controlling principle of law or equity leading to the ruling is subsequently overruled, modified, or amended by legislative, judicial, or administrative action, the provision(s) in question as originally set forth in this Agreement shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principle of law or equity.

K. Confidentiality. The parties agree and acknowledge that this Agreement will be filed as part of the public record in Finance Docket No. 34000. The parties further agree that the terms of any further agreements or other document contemplated by this Agreement may be highly confidential and shall not be disclosed by CN, or by GLT and DMIR, without the prior written consent of the other, to individuals not employed by, acting as counsel for, or consultants to CN or GLT, except as required by law; provided that any party may make appropriate disclosure of such terms to government entities under applicable confidentiality procedures.

L. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

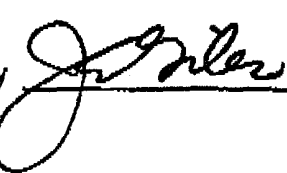
M. Entire Agreement. This Agreement supersedes all prior understandings between the parties with respect to the particular subject matter of the Agreement and constitutes (along with the further agreements and documents referred to in this Agreement) a complete and exclusive statement of the terms of the Agreement between the parties with respect to its subject matter.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

GREAT LAKES TRANSPORTATION LLC

By  Pres.
(Title)

DULUTH, MISSABE, and IRON RANGE
RAILWAY COMPANY

By  Pres.
(Title)

CANADIAN NATIONAL RAILWAY COMPANY

By _____
(Title)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

GREAT LAKES TRANSPORTATION LLC

By _____
(Title)

**DULUTH, MISSABE, and IRON RANGE
RAILWAY COMPANY**

By _____
(Title)

CANADIAN NATIONAL RAILWAY COMPANY

By *Ronald J. Pauloff*
(Title)
*Assistant Vice President
Marketing and Sales*

CERTIFICATE OF SERVICE

I, Carolyn F. Corwin, certify that, on this 18th day of July, 2001, I caused a copy of the foregoing Submission of Settlement Agreement to be served as indicated below:

By Hand:

Paul A. Cunningham
Harkins Cunningham
801 Pennsylvania Avenue, N.W.
Suite 600
Washington, D.C. 20004-2664

Nicholas J. DiMichael
Thompson Hine & Flory, LLP
1920 N Street, N.W.
Suite 800
Washington, D.C. 20036-1601

John H. LeSeur
Andrew B. Kolesar III
Slover & Loftus
1224 - 17th Street NW
Washington, DC 20036-3081

Paul Samuel Smith
U.S. Department of Transportation
400 Seventh Street, S.W.
Room 4102 C-30
Washington, D.C. 20590

By Overnight Mail:

William C. Sippel
Fletcher & Sippel LLC
180 N. Stetson Avenue
Two Prudential Plaza
Suite 3125
Chicago, IL 60601-6721

Attorney General of the United States
c/o Assistant Attorney General
Antitrust Division, Room 3645
U. S. Department of Justice
950 Pennsylvania Avenue NW
Washington, D.C. 20530

Secretary of the United States Department
of Transportation
400 Seventh Street, SW
Washington, DC 20590

I further certify that on this 18th day of July, 2001, I caused a copy of the foregoing Submission of Settlement Agreement to be served by first-class mail, postage prepaid, on all other parties of record listed on the official service list, as modified, issued as Appendix A to Decision No. 3 in Finance Docket No. 34000.


Carolyn F. Corwin