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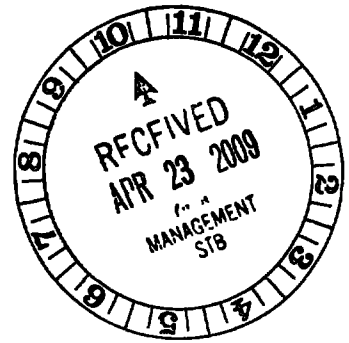
April 22, 2009

Law

Thomas J. Healey
Counsel - Regulatory

17641 S Ashland Avenue
Homewood, IL 60430-1339

T - 708-332-4381
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tom.healey@cn.ca



224951

VIA OVERNIGHT COURIER

Ms. Anne Quinlan, Acting Secretary
Surface Transportation Board
395 E. Street, S.W.
Washington, D.C. 20423

FEE RECEIVED

APR 23 2009

**SURFACE
TRANSPORTATION BOARD**

Re: Finance Docket No. 35241 - Trackage Rights Agreement between Illinois Central Railroad Company and Grand Trunk Western Railroad Company

Dear Ms. Quinlan:

Enclosed for filing in the above-captioned proceeding are an original and ten copies of a Verified Notice of Exemption pursuant to 49 CFR 1180.2(d)(7). A disk containing the caption summary is enclosed. A check in the amount of \$1,200.00, representing the appropriate filing fee for this transaction, is enclosed.

I have included an extra copy of this transmittal letter and request that you date stamp this to show receipt of this filing and return it to me in the envelope provided.

Please feel free to contact me should any questions arise regarding this filing. Thank you for your assistance on this matter.

Respectfully submitted,

Thomas J. Healey

Enclosures

**ENTERED
Office of Proceedings**

APR 23 2009

**Part of
Public Record**

224957

BEFORE THE
SURFACE TRANSPORTATION BOARD
WASHINGTON, DC 20423



STB Finance Docket No. 35241

TRACKAGE RIGHTS AGREEMENT

Between

ILLINOIS CENTRAL RAILROAD COMPANY
("IC" or "Owner")

And

GRAND TRUNK WESTERN RAILROAD COMPANY
("GTW" or "User")

FILED
APR 23 2009
SURFACE
TRANSPORTATION BOARD

Relating to GTW's Limited Trackage Rights Over IC between
GTW's connection with IC at Harvey, IL and 16th Street at Chicago, IL
on IC's Chicago Subdivision between 16th Street at Chicago, IL and Bridgeport
at Chicago, IL on IC's Freeport Subdivision and between Bridgeport at
Chicago, IL and IC's connection with the Indiana Harbor Belt
Company at Argo, IL on IC's Joliet Subdivision

VERIFIED NOTICE OF EXEMPTION
PURSUANT TO 49 CFR 1180.2(d)(7)

FEE RECEIVED
APR 23 2009

ENTERED
Office of Proceedings
APR 23 2009
Part of
Public Record

Respectfully submitted, **SURFACE**
TRANSPORTATION BOARD

Thomas J. Healey
Counsel - Regulatory
CN
17641 S. Ashland Avenue
Homewood, IL 60430
Tel: (708) 332-4381
Fax: (708) 332-4361

Date: April 22, 2009

BEFORE THE
SURFACE TRANSPORTATION BOARD

STB FINANCE DOCKET NO. 35241

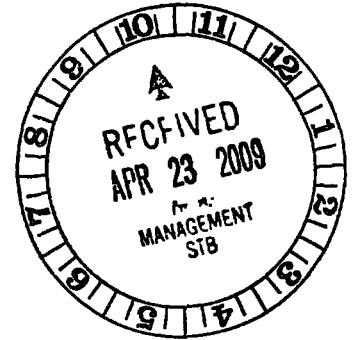
TRackage RIGHTS AGREEMENT

Between

ILLINOIS CENTRAL RAILROAD COMPANY
("IC" or "Owner")

And

GRAND TRUNK WESTERN RAILROAD COMPANY
("GTW" or "User")



Relating to GTW's Limited Trackage Rights Over IC between
GTW's connection with IC at Harvey, IL and 16th Street at Chicago, IL
On IC's Chicago Subdivision between 16th Street at Chicago, IL and Bridgeport
at Chicago, IL on IC's Freeport Subdivision and between Bridgeport at
Chicago, IL and IC's connection with the Indiana Harbor Belt
Company at Argo, IL on IC's Joliet Subdivision

VERIFIED NOTICE OF EXEMPTION
PURSUANT TO 49 CFR 1180.2(d) (7)

Pursuant to 49 CFR 1180.2(d)(7), Grand Trunk Western Railroad Company ("GTW" or "User") submits this Verified Notice of Exemption for trackage rights over tracks owned and operated by Illinois Central Railroad Company ("IC" or "Owner") and provides the following information:¹

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

¹ During recent exercises to implement Elgin, Joliet & Eastern Railway Company into CN's operations around Chicago, it was determined that the rights documented in this trackage rights agreement were established several years ago, implementing agreements were negotiated and executed with the affected unions, and operations were commenced. This filing is being made to assure that all necessary Board authorization has been secured.

GTW seeks Board authority to exercise nonexclusive overhead and interchange trackage rights over a line of railroad owned by IC between IC's connection with the GTW at or near Milepost 19.9 (North Junction) at Harvey, IL (marked as Point "A" on the map attached as Exhibit A), and Milepost 1.5 (16th Street) at Chicago, IL on IC's Chicago Subdivision, a segment of railroad between Milepost 2.1 (16th Street) at Chicago, IL and Milepost 4.4 (Bridgeport) at Chicago, IL on IC's Freeport Subdivision and a segment of railroad between Milepost 3.5 (Bridgeport) at Chicago, IL and IC's connection with the Indiana Harbor Belt Railroad Company ("IHB") at or near Milepost 13.1 (CP Canal) at Argo, IL on IC's Joliet Subdivision (marked as Point "B" on the map attached as Exhibit A), including all industry spurs, connecting tracks and sidings now existent or hereafter constructed along the aforesaid tracks to be used hereunder, and right-of-way for the aforesaid tracks, signals, interlocking devices and plants, telegraph and telephone lines, and other appurtenances necessary to the use hereunder of the aforesaid tracks by the parties hereto, a distance of approximately 30.3 miles, all in the State of Illinois.

Name, business address, and telephone numbers of Applicants

Illinois Central Railroad Company
17641 S. Ashland Avenue
Homewood, IL 60430
Tel: (708) 332-4381

Grand Trunk Western Railroad Company
17641 S. Ashland Avenue
Homewood, IL 60430
Tel: (708) 332-4381

Applicant's counsel to receive correspondence:

Thomas J. Healey
Counsel - Regulatory
CN
17641 S. Ashland Avenue
Homewood, IL 60430
Tel: (708) 332-4381

Fax: (708) 332-4361

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

GTW proposes to consummate the proposed transaction immediately after the conclusion of the 30 day waiting period required by the Board's trackage rights exemption regulations, on or about May 23, 2009.

49 CFR 1180.6(a) (1) (iii): The purpose sought to be accomplished by the proposed transaction.

The purpose of the proposed transaction is to enable GTW to efficiently handle overhead and interchange freight movements between Harvey, IL and Argo, IL.

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

IC operates in the State Illinois, Kentucky, Tennessee, Alabama, Mississippi and Louisiana. GTW operates in the States of Michigan, Ohio, Indiana and Illinois.

49 CFR 1180.6(a)(6): Map (exhibit A). 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.

A map satisfying this provision is attached hereto as Exhibit A.

49 CFR 1180.6(a) (7) (ii): Agreement (Exhibit B). GTW is furnishing both a redacted copy of the trackage rights agreement with the Public Version of this filing and a confidential executed copy of the trackage rights agreement with a motion for protective order. Each is marked Exhibit B.

49 CFR 1180.4(g) (i). Labor Protection.

GTW anticipates that any employees adversely affected by this transaction will be afforded the level of labor protection as set forth in Norfolk and Western Ry. Co. - 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).

49 CFR 1180.4(g)(2)(i). Caption Summary (Exhibit C).

GTW submits a caption summary describing the transaction as Exhibit C.

49 CFR 1180.4(g)(3). Environmental and historic reporting requirements.

The proposed transaction is exempt from environmental review under 49 CFR 1105.6(c) (4), which provides that environmental documentation need not be prepared for trackage rights transactions or transactions that will not cause any operating changes that exceed the thresholds established in 1105.7(e) (4) or (5).

In addition, this transaction is exempt from historic review under 49 CFR 1105.8(b) (3) because it will not substantially change the level of maintenance of railroad property.

Respectfully submitted

A handwritten signature in dark ink, appearing to read "Tom Healey", is written over a horizontal line.

Thomas J. Healey
Counsel - Regulatory
CN
17641 S. Ashland Avenue
Homewood, IL 60430
Tel: (708) 332-4381
Fax: (708) 332-4361

Dated: April 22, 2009

VERIFICATION

STATE OF ILLINOIS)
)
CITY OF COOK) SS

Thomas J. Healey, being duly sworn according to law, hereby deposes and states that he is authorized to make the Verification, has read the foregoing document, and knows the facts asserted therein are true and accurate as stated, to the best of his knowledge, information and belief.

Tom Healey

Subscribed and sworn to before me, a Notary Public, in and for the City of Homewood in the State of Illinois, this day of April 22, 2009

Rebecca A. Bott
Notary Public

My Commission expires:

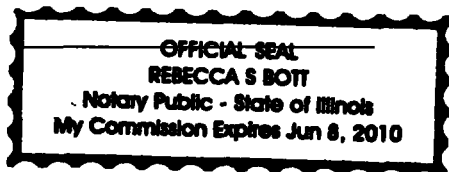
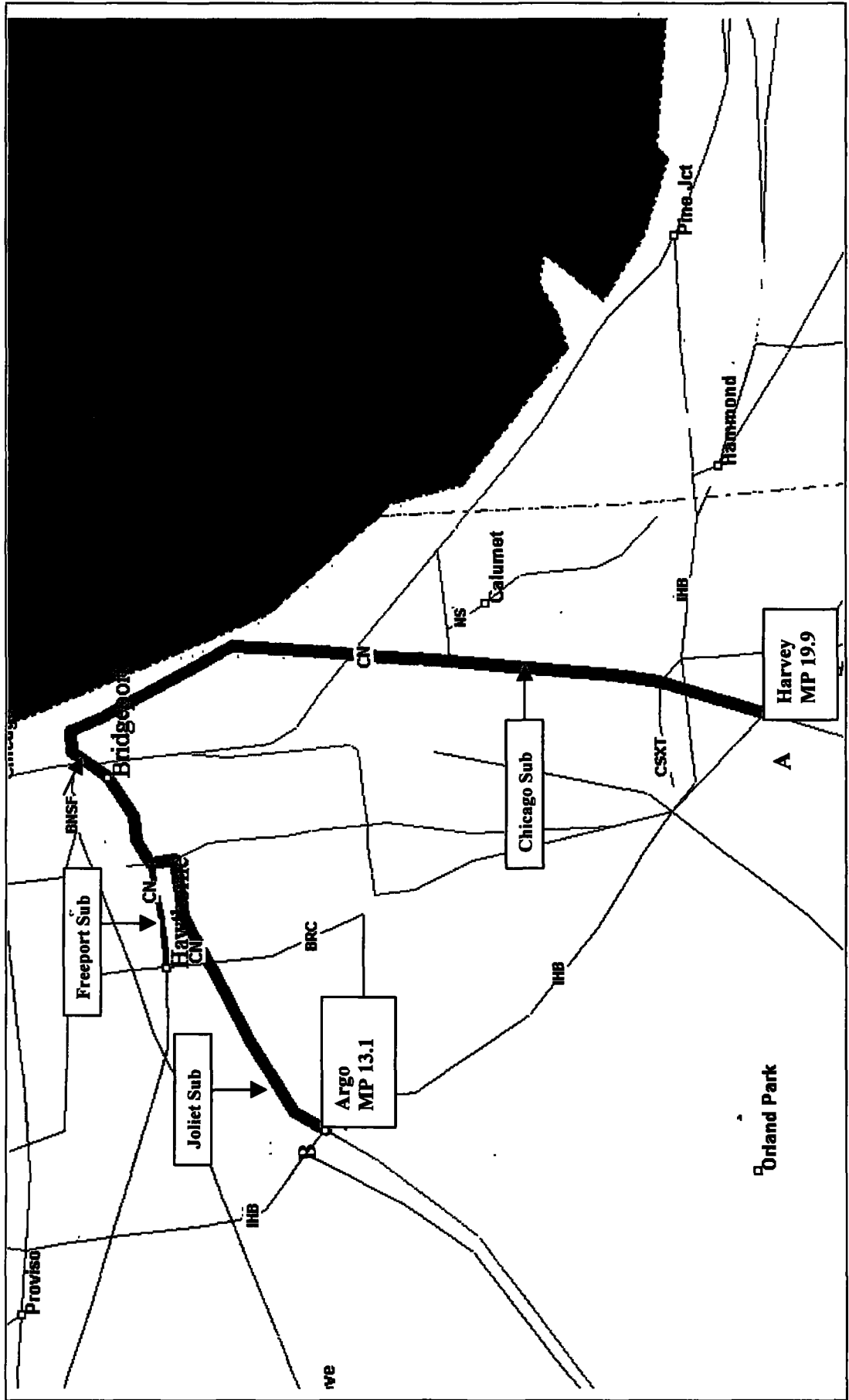


EXHIBIT A



PUBLIC VERSION

EXHIBIT B

TRACKAGE RIGHTS AGREEMENT

Agreement No. _____

between

ILLINOIS CENTRAL RAILROAD COMPANY

("IC" or "Owner")

And

GRAND TRUNK WESTERN RAILROAD COMPANY

("GTW" OR "User")

Relating to GTW's Limited Trackage Rights Over IC between GTW's connection with IC at Harvey, IL and 16th Street at Chicago, IL on IC's Chicago Subdivision, between 16th Street at Chicago, IL and Bridgeport at Chicago,, IL on IC's Freeport Subdivision and between Bridgeport at Chicago, IL and IC's connection with the Indiana Harbor Belt Railroad Company at Argo, IL on IC's Joliet Subdivision.

TRACKAGE RIGHTS AGREEMENT

THIS AGREEMENT, entered into as of this 16th day of April 2009, by and between **ILLINOIS CENTRAL RAILROAD COMPANY** (hereinafter referred to as "**IC**" or "**OWNER**") and **GRAND TRUNK WESTERN RAILROAD COMPANY** (hereinafter referred to as "**GTW**" or "**USER**").

WHEREAS, IC owns and operates segments of railroad located between IC's connection with the GTW at or near Milepost 19.9 (North Junction) at Harvey, IL and Milepost 1.5 (16th Street) at Chicago, IL on IC's Chicago Subdivision, a segment of railroad between Milepost 2.1 (16th Street) at Chicago, IL and Milepost 4.4 (Bridgeport) at Chicago, IL on IC's Freeport Subdivision and a segment of railroad between Milepost 3.5 (Bridgeport) at Chicago, IL and IC's connection with the Indiana Harbor Belt Railroad Company ("IHB") at or near Milepost 13.1 (CP Canal) at Argo, IL on IC's Joliet Subdivision; and

WHEREAS, GTW has requested trackage rights over IC's segments of railroad between Harvey, IL and 16th Street at Chicago, IL on IC's Chicago Subdivision, between 16th Street at Chicago, IL and Bridgeport at Chicago, IL on IC's Freeport Subdivision and between Bridgeport at Chicago, IL and Argo, IL on IC's Joliet Subdivision; and

WHEREAS, IC agrees to grant GTW limited overhead trackage rights for the movement of traffic between Harvey, IL and 16th Street at Chicago, IL on IC's Chicago Subdivision, between 16th Street at Chicago, IL and Bridgeport at Chicago, IL on IC's Freeport Subdivision and between Bridgeport at Chicago, IL and Argo, IL on IC's Joliet, subject to the terms and conditions set forth herein

NOW THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

SECTION 1.0

GRANT OF TRACKAGE RIGHTS

1.1 Subject to the terms and conditions herein provided, Owner hereby grants to User the right to operate, in overhead freight service only, its trains, locomotives, cars, and equipment with its own crews (hereinafter referred to as the "Trackage Rights") over the following segments of Owner's railroad as shown on the plan attached hereto, made a part hereof and marked Exhibit "A" (hereinafter referred to as the "Subject Trackage"):

- That portion of IC between IC's connection with the GTW at or near Milepost 19.9 (North Junction) at Harvey, IL and Milepost 1.5 (16th Street) at Chicago, IL on IC's Chicago Subdivision, including (1) all sidings, yard tracks and yard leads now existent or hereafter constructed along the aforesaid tracks to be used hereunder, and (2) right-of-way for the aforesaid tracks, signals, interlocking devices and plants, telegraph and telephone lines, and other appurtenances necessary to the use hereunder of the aforesaid tracks by the parties hereto, a distance of approximately 18.4 miles.
- That portion of IC between Milepost 2.1 (16th Street) at Chicago, IL and Milepost 4.4 (Bridgeport) at Chicago, IL on IC's Freeport Subdivision, including (1) all sidings, yard tracks and yard leads now existent or hereafter constructed along the aforesaid tracks to be used hereunder, and (2) right-of-way for the aforesaid tracks, signals,

interlocking devices and plants, telegraph and telephone lines, and other appurtenances necessary to the use hereunder of the aforesaid tracks by the parties hereto, a distance of approximately 2.3 miles.

- That portion of IC between Milepost 3.5 (Bridgeport) at Chicago, IL and IC's connection with the IHB at or near Milepost 13.1 (CP Canal) at Argo, IL on IC's Joliet Subdivision, including (1) all sidings, yard tracks and yard leads now existent or hereafter constructed along the aforesaid tracks to be used hereunder, and (2) right-of-way for the aforesaid tracks, signals, interlocking devices and plants, telegraph and telephone lines, and other appurtenances necessary to the use hereunder of the aforesaid tracks by the parties hereto, a distance of approximately 9.6 miles.
- The total distance of the trackage rights granted is 30.3 miles.
- Such rights shall include the right to enter and exit the Subject Trackage at:
 - IC's connection the Indiana Harbor Belt Railroad Company at or near Milepost 17.9 (Highlawn) on IC's Chicago Subdivision at Riverdale, IL.
 - IC's connection with CSX Transportation, Inc at or near Milepost 15.5 (Wildwood) on IC's Chicago Subdivision at Chicago, IL.
 - IC's connection with Norfolk Southern Railway Company at or near Milepost 12.0 (95th Street) on IC's Chicago Subdivision at Chicago, IL.
 - IC's connection with The Belt Railway Company of Chicago at or near Milepost 11.9 (94th Street) on IC's Chicago Subdivision at Chicago, IL.
 - IC's connection with the BNSF Railway Company at or near Milepost 1.5 (16th Street) on IC's Chicago Subdivision at Chicago, IL.
 - IC's connection with The Belt Railway Company of Chicago at or near Milepost 7.9 (Lemoyne) on IC's Joliet Subdivision at Chicago, IL.
 - And any other existing or new location(s) that the parties may mutually agree upon.

SECTION 2.0 USE OF SUBJECT TRACKAGE

2.1 User's use of the Subject Trackage shall be in common with Owner and any other user of the Subject Trackage, and Owner's right to use the Subject Trackage shall not be diminished by this Agreement. Owner shall retain the exclusive right to grant to other persons rights of any nature in the Subject Trackage.

2.2 Except as may otherwise be provided by this Agreement User shall not use any part of the Subject Trackage for the purpose of switching, storage or servicing of cars or equipment, or the making or breaking up of trains, except that nothing contained herein shall, upon prior approval of Owner, preclude the emergency use by User of such auxiliary tracks as may be designated by Owner for such purpose.

2.3 Owner shall have exclusive control of the management and operation of the Subject Trackage. User shall not have any claim against Owner for liability account of loss or damage of any kind in the event the use of the Subject Trackage by User is interrupted or delayed at any time from any cause.

2.4 User shall have the right to operate in either direction over the Subject Trackage.

SECTION 3.0 RESTRICTION ON USE

3.1 The trackage rights herein granted are granted for the sole purpose of User using same for bridge traffic only between the terminals (including those entry and exit locations defined in Section 1.0) of Subject Trackage and User shall not perform any local freight service whatsoever at any point located on Subject Trackage.

SECTION 4.0 COMPENSATION

4.1 The factor to be used in calculating payments to be made by User for the Trackage Rights covered by this Agreement shall be _____ per car mile (hereinafter referred to as the "Base Charge")

4.2 Thereafter, User will pay Owner a sum computed by multiplying: (i) the Base Charge, as may be revised in accordance with Section 4.5, by (ii) the number of cars (loaded or empty), locomotive and caboose units moved by User with its own crews and power over the Joint Trackage by (iii) the miles of Joint Trackage used. For purposes of this Agreement, each locomotive unit, each caboose, and each platform of an articulated car shall be counted as one car.

4.3 With respect to articulate units, the number of cars shall be determined by the AAR Car Type Code as defined in the ULMER 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 48' containers in each well. (Car count data for articulated units are subject to change upon development of technology to separate units by car numbers.)

4.4 User will furnish to Owner, in care of Manager Contract Compliance, or their designates, at the end of each month, a statement of the number of loaded and empty cars operated over the Joint Trackage during the month. Based on this statement, Owner will render to User a bill, computed in accordance with the provisions of this Section 4, for User's use of the Joint Trackage.

4.5 The Base Charge shall be subject to change to reflect any increases or decreases in labor, material and other costs subsequent to the base year, as hereinafter provided.

- (i) The Base Charge set forth in Section 4.1 of this Agreement shall be revised effective July 1 of each year, beginning July 1, 2010 to compensate for the prior year 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 (hereinafter referred to as "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.

- (ii) 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 (2008) 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 (2009); and "C" to be the current Base Charge to be escalated; the revised Base Charge would be determined by the following formula:

$B/A \times C = \text{Revised Base Charge, Rounded to Nearest Whole Cent (5 Mills or More Rounds to Next Cent)}$

- (iii) 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 Surface Transportation Board 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.

SECTION 5.0 PAYMENT OF BILLS

5.1 All payments called for under this Agreement shall be made by User within thirty (30) days after receipt of bills therefore. No payments shall be withheld because of any dispute as to the correctness of items in the bills rendered, and any discrepancies reconciled between the parties hereto shall be adjusted in the accounts of a subsequent month.

5.2 The records of each party hereto, insofar as they pertain to matters covered by this Agreement, shall be open at all reasonable times to inspection by the other party for a period of two (2) years from the date of billing.

5.3 Bills rendered pursuant to the provisions of this Agreement, other than those set forth in Section 4, shall include direct labor and material costs, together with the surcharges, overhead percentages, and equipment rentals in effect at the time any work is performed by Owner for User.

SECTION 6.0 MAINTENANCE OF SUBJECT TRACKAGE

6.1 Owner shall maintain, repair, and renew the Subject Trackage at its own expense and with its own supervision and labor. Owner shall keep and maintain the Subject Trackage in reasonably good condition for the use herein contemplated, but Owner does not guarantee the condition of the Subject Trackage or that operations there over will not be interrupted. Owner shall take all reasonable steps to ensure that any interruptions will be kept to a minimum. Furthermore, except as may be otherwise provided in Section 12 hereof, User shall not by reason of failure or neglect on the part of Owner to maintain, repair, or renew the Subject

Trackage, have or make any claim or demand against Owner or its parent corporation, subsidiaries or affiliates, or their respective directors, officers, agents or employees for any injury to or death of any person or persons whomsoever, or for any damage to or loss or destruction of any property whatsoever, or for any damages of any nature suffered by User resulting from any such failure or neglect.

6.2 Owner shall also perform, at the expense of User, such additional maintenance as User may reasonably require or request.

SECTION 7.0 CONSTRUCTION AND MAINTENANCE OF CONNECTIONS

7.1 Existing connections or facilities which are jointly used by the parties hereto under existing agreements or practices shall continue to be maintained, repaired, and renewed by and at the expense of the party or parties responsible for such maintenance, repair, and renewal under such agreements or practices.

7.2 Any additional connections to the Subject Trackage which may be required shall be subject to the Owner's approval (including design) and shall be constructed, maintained, repaired, and renewed as follows:

- (i) User or others shall furnish all labor and material and shall construct, maintain, repair, and renew at its sole cost, liability and expense such portions of the tracks located on the right-of-way of User or others which connect the respective lines of the parties hereto; and
- (ii) Owner shall furnish all labor and material and shall construct, maintain, repair, and renew at the sole cost, liability and expense of User such portions of the tracks located on the right-of-way of Owner which connect the respective lines of the parties hereto.
- (iii) Upon termination of this Agreement, Owner may at its option remove portion of trackage and appurtenances located on property of Owner, at the sole cost and expense of User. The salvage material removed shall be released to User or, as otherwise agreed upon, Owner will credit User the current fair market value for said salvage.

SECTION 8.0 ADDITIONS, RETIREMENTS AND ALTERATIONS

8.1 Owner, from time to time and at its sole cost and expense, may make such changes in, additions and betterments to, and retirements from the Subject Trackage as shall, in its judgment, be necessary or desirable for the economical or safe operation thereof or as shall be required by any law, rule, regulation, or ordinance promulgated by any governmental body having jurisdiction. Such additions and betterments shall become a part of the Subject Trackage and such retirements shall be excluded from the Subject Trackage.

8.2 If User requests Owner to make changes in or additions and betterments to the Subject Trackage, including without limitation changes in communication or signal facilities, for purposes required to accommodate User's operations beyond that required for Owner's operation, Owner shall have the option to either make such changes in or additions and betterments to the Subject Trackage and User shall pay to Owner the cost thereof, including the annual expense of maintaining, repairing, and renewing such additional or altered facilities, or to deny such request

SECTION 9.0

MANAGEMENT AND OPERATIONS

9.1 When operating over the Subject Trackage, User's locomotives and crews will be equipped to communicate with Owner on radio frequencies normally used by Owner in directing train movements on the Subject Trackage.

9.2 Procedures for qualification and occupancy of the Subject Trackage will be arranged by the local supervision of each carrier. All control and usage will be subject to the approval of Owner's representative or his designee.

9.3 Before its locomotives enter onto the Subject Trackage, User shall request permission from Owner's dispatcher or other designated representative at Owner's rail traffic control center or such other location as Owner may designate. Further, User shall ascertain that said Subject Trackage is clear and shall await confirmation from said representative that such permission has been issued to allow User's movements on or over the Subject Trackage. Upon completing its operations and clearing the Subject Trackage, User will notify Owner's designated representative that it has completed its operations and that its equipment has cleared the Subject Trackage. Once User has notified Owner's representatives that it has cleared the Subject Trackage, User shall not reenter the Subject Trackage without again obtaining permission from Owner's representative. User shall provide and maintain at its expense all communication facilities needed as may be required by Owner to permit User to use Owner's trackage.

9.4 User shall comply with the provisions of the Federal Locomotive Inspection Act and the Federal Safety Appliance Acts, as amended, and all other federal and state laws, regulations, and rules respecting the operation, condition, inspection, and safety of its trains, locomotives, cars, and equipment while such trains, locomotives, cars, and equipment are being operated over the Subject Trackage. User shall indemnify, protect, defend, and save harmless Owner and its parent corporation, subsidiaries and affiliates, and all of their respective directors, officers, agents, and employees from and against all fines, penalties, and liabilities imposed upon Owner or its parent corporation, subsidiaries and affiliates, and all of their respective directors, officers, agents, or employees under such laws, rules, and regulations by any public authority or court having jurisdiction in the premises, when attributable to the failure of User to comply with its obligations in this regard.

9.5 User, in its use of the Subject Trackage, will comply in all respects with the safety rules, operating rules and other regulations of Owner, and the movement of User's trains, locomotives, cars, and equipment over the Subject Trackage shall at all times be subject to the orders of the transportation officers of Owner. User's trains shall not include locomotives, cars or equipment which exceed the width, height, weight or other restrictions or capacities of the Subject Trackage as published in Railway Line Clearances, and no train shall contain locomotives, cars or equipment which require speed restrictions or other movement restrictions below the authorized freight speeds as provided by Owner's operating rules and regulations without the prior consent of Owner. User shall indemnify, protect, defend, and save harmless Owner and its parent corporation, subsidiaries and affiliates, and all their directors, officers, agents and employees from and against all liabilities when attributable to the failure of User to comply with the provisions of this subsection.

9.6 All employees of User engaged in or connected with the operations of User on or along the Subject Trackage shall be required to pass periodic examinations on the rules of Owner related to the Subject Trackage, provided, with respect to such examinations that, upon request of User, Owner shall qualify one or more of User's supervisory officers on Owner's rules and such supervisory officer or officers so qualified shall examine all employees of User engaged in or connected with User's operations on or along the Subject 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 Subject Trackage. User shall pay to Owner, upon receipt of bills therefore, any cost incurred by Owner in connection with the qualification of such employees of User, as well as the cost of pilots furnished by Owner, until such time as such employees are deemed by the appropriate examining officer of Owner to be properly qualified for operation as herein contemplated.

9.7 Owner may request an investigation at its option if User's employee working on Owner's property is alleged to have violated Owner's rules, regulations, orders, practices or instructions, or if an incident occurs which requires an investigation under applicable agreement rules. User will schedule the investigation and notify owners Local Transportation Officer in the territory. User's scheduling of the investigation must comply with the time limits provided in the applicable agreement on User's railroad. Owner will provide its regulations, supplements, and safety rules to User at no cost.

9.8 If Owner requests an investigation, Owner shall have the right to exclude from the Operating Trackage and Interchange Track(s) any employee of User, except officers, determined by Owner as the result of Owner's investigation or hearing described below, to be in violation of Owner's rules, regulations, orders, practices or instructions.

9.9 In a major offense including, but not limited to, violation of Rule G, dishonesty, insubordination, or a serious violation of operating rules or other offenses of comparable magnitude, wherein Owner desires to bar User's employee from service on Owner's territory pending an investigation by Owner, immediate verbal notification will be given to the appropriate Transportation Officer of User so that proper written notice can be issued to the employee.

9.10 If Owner requests an investigation, an Officer of User will conduct the investigation, but an officer of Owner may be present. After the investigation is concluded, a Transportation Officer of User will arrange to assess discipline, within the applicable time limits. If Owner recommends dismissal, User reserves the right to change the recommendation to the extent of barring the individual from operating over Owner's territory. User shall release, indemnify, defend and save harmless Owner and its officers, agents and employees from and against any and all claims and expenses resulting from such exclusion.

9.11 If the disciplinary action is appealed by the 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 be barred from service on the Operating Trackage or Interchange Track(s) by reason of such occurrence (unless an arbitration concerning such matter is held pursuant to this Agreement and this arbitration upholds Owner's continued exclusion of such employee).

9.12 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 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.

9.13 The trains, locomotives, cars, and equipment of User, Owner, and any other present or future user of the Subject Trackage or any portion thereof shall be operated without prejudice or partiality and in such manner as will afford the most economical and efficient manner of movement of all traffic.

9.14 If by reason of any mechanical failure, insufficient hours of service remaining among User's crew, or for any other cause not resulting from an accident or derailment, a train or locomotive of User becomes stalled or unable to proceed under its own power, or fails to maintain the speed required by Owner on the Subject Trackage, or if in emergencies crippled or otherwise defective cars are set out of User's trains on the Subject Trackage, Owner shall have the option to furnish motive power or such other assistance (including but not limited to the right to recrew User's train) as may be necessary to haul, help, or push such trains, locomotives, or cars, or to properly move the disabled equipment off the Subject Trackage, and User shall reimburse Owner for the cost of rendering any such assistance.

9.15 If it becomes necessary to make repairs to or adjust or transfer the lading of such crippled or defective cars in order to move them off the Subject Trackage, such work shall be done by Owner and User shall reimburse Owner for the cost thereof.

9.16 In the event Owner and User agree that Owner should retain employees or provide additional employees for the sole benefit of User, the parties hereto shall enter into a separate agreement under which User shall bear all cost and expense for any such additional employees, including without limitation all cost and expense associated with labor protective payments which are made by Owner and which would not have been incurred had the additional employees not been provided.

SECTION 10.0 MILEAGE AND CAR HIRE

10.1 All mileage and car hire charges accruing on cars in User's account in User's trains on the Subject Trackage shall be assumed by User and reported and paid by it directly to the owner of such cars.

SECTION 11.0 CLEARING OF WRECKS

11.1 Whenever User's use of the Subject Trackage requires rerailling, wrecking service or wrecking train service, Owner shall perform such service, including the repair and restoration of roadbed, track, and structures. The cost, liability and expense thereof, including without limitation loss of, damage to, and destruction of any property whatsoever and injury to or death of any person or persons whomsoever or any damage to or destruction of the environment whatsoever, including without limitation land, air, water wildlife, and vegetation, resulting therefrom, shall be apportioned in accordance with the provisions of Section 12 hereof. All locomotives, cars, and equipment and salvage from the same so picked up and removed which are owned by or under the management and control of or used by User at the time of such wreck shall be promptly delivered to User

SECTION 12.0 LIABILITY

12.1 The responsibility and liability 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 of any person (including property of the parties and third persons), (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 Subject 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 Subject Trackage solely by the trains and locomotives of one of the parties to this Agreement, then that using party 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 Subject Trackage by the trains and locomotives of both IC and GTW, then: (i) each of IC and GTW is solely responsible for any Loss to its own employees, locomotives and equipment in its own account including lading and (ii) IC and GTW are equally responsible for any Loss to the Subject 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 Subject Trackage by trains and locomotives of both GTW and any other third party user of the Subject trackage not a party to this Agreement, then GTW's responsibility for the Loss shall be apportioned in the manner specified in Subsection (b) with the other third party user being considered IC for the purpose of determining GTW's share of that portion of the Loss which it must assume.
- (d) Whenever any liability, cost, or expense is assumed by or apportioned to any party to this Agreement hereto under the foregoing provisions, 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 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.
- (e) 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 such 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 IC to GTW pursuant to this Agreement shall be considered as the employees of GTW while such employees are on board or getting on or off trains of GTW.
- (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 a proportionate part of the judgment and cost, expense and attorneys' fees incurred in such suit according to its liability assumed hereunder.
- (h) In the event of a Loss as set out herein, 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.
- (i) Notwithstanding the provisions of Section 18.5 of this Agreement, for the purposes of this Section 12 the word "equipment" shall mean and be confined to (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 Subject Trackage, and (iii) vehicles and machinery that, at the time of an occurrence, are on the Subject Trackage or its right-of-way for the purpose of the maintenance or repair thereof or the clearing of wrecks thereon.

- (j) For the purpose of determining liability associated with construction, maintenance, repair and renewal of connections as provided in Section 7, all work performed by Owner shall be deemed performed for the sole benefit of User and, User shall be fully liable for all cost and expense of any and all loss, damage, destruction, injury and death resulting from, arising out of, incidental to or occurring in connection with said construction, maintenance, repair and renewal except when such cost and expense of loss, damage, destruction, injury or death is caused by the sole negligence of Owner. User shall protect, indemnify, and save harmless Owner and its parent corporation, subsidiaries and affiliates, and all of their respective directors, officers, agents and employees from and against any and all expense and liability for which User is responsible.

SECTION 13.0 INVESTIGATION AND CLAIMS

13.1 Except as provided in Subsection 13.2 hereof, all claims, injuries, deaths, property damages, and losses arising out of or connected with this Agreement shall be investigated, adjusted, and defended by the party bearing the liability, cost, and expense therefor under the provisions of this Agreement.

13.2 Each party will investigate, adjust, and defend all freight loss and damage claims filed with it in accordance with 49 U.S.C. Section 11706 and 49 C.F.R. Section 1005 (or any revised or substitute regulations adopted to modify, supplement or supersede the regulations herein provided), or in accordance with any applicable transportation contract entered into pursuant to 49 U.S.C. Section 10709.

13.3 In the event a claim or suit is asserted against Owner or User which is the other's duty hereunder to investigate, adjust, or defend, then, unless otherwise agreed, such other party shall, upon request, take over the investigation, adjustment, and defense of such claim or suit.

13.4 All costs and expenses in connection with the investigation, adjustment, and defense of any claim or suit under this Agreement shall be included as costs and expenses in applying the liability provisions set forth in this Agreement, except that salaries or wages of full-time employees, including claim agents, attorneys, and other employees of either party engaged directly or indirectly in such work shall be borne by such party.

13.5 Excluding freight loss and damage claims filed in accordance with 49 U.S.C. Section 11706 or 49 C.F.R. Section 1005 or similar regulation, neither party shall settle or compromise any claim, demand, suit, or cause of action for which the other party has any liability under this Agreement without the concurrence of such other party if the consideration for such settlement or compromise exceeds thirty-five thousand dollars (\$35,000).

13.6 Each party agrees to indemnify and hold harmless the other party and its parent corporation, subsidiaries and affiliates, and all their respective directors, officers, agents and employees from and against any and all costs and payments, including benefits, allowances and arbitration, administrative and litigation expenses, arising out of claims or grievances made by or on behalf of its own employees, pursuant to a collective bargaining agreement. It is the intention of the parties that each party shall bear the full costs of protection of its own employees under employee protective conditions which may be imposed, and of grievances filed by its own employee arising under its collective bargaining agreements with its employees.

13.7 It is understood that nothing in this Section 13 shall modify or waive the conditions, obligations, assumptions or apportionments, or supersede the provisions of Section 12 hereof.

SECTION 14.0 DEFAULT AND TERMINATION

14.1 In the event of any substantial failure on the part of User to perform its obligations under this Agreement and its continuance in such default for a period of sixty (60) days after written notice thereof by certified mail from Owner, Owner shall have the right at its option, after first giving thirty (30) days' written notice thereof by certified mail; and notwithstanding any waiver by Owner of any prior breach thereof, to terminate the Trackage Rights and User's use of the Subject Trackage. The exercise of such right by Owner shall not impair its rights under this Agreement or any cause or causes of action it may have against User for the recovery of damages.

SECTION 15.0 ARBITRATION

15.1 Except for matters concerning loss or destruction of, or damage to freight, or injury or death of persons, any irreconcilable dispute arising between the parties with respect to this Agreement shall be settled through final and binding arbitration. The parties shall jointly submit the matter to final and binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. The decision of the arbitrator(s) shall be final and conclusive upon the parties hereto. Each party to the arbitration shall pay the compensation, costs, fees and expenses of its own witnesses, experts and counsel. The compensation, costs and expense of the arbitrator(s), if any, shall be borne equally by the parties hereto.

SECTION 16.0 REGULATORY APPROVAL

16.1 Should implementation of this Agreement require the prior approval and authorization of the Surface Transportation Board ("STB"), User, at its own cost and expense, will initiate and thereafter diligently prosecute an action to obtain such approval and authorization or an exemption therefrom. Owner will assist and support efforts of User to obtain any such required approval and authorization or exemption.

16.2 Each party shall assume and hold the other party harmless from all employee claims predicated on loss of, or adverse impact on, compensation, benefits or working conditions arising from this Agreement or the activities of the parties hereunder, whether such claims are based on conditions imposed by the STB or predicated on the Railway Labor Act or labor agreements.

16.2 Should the STB at any time during the term of this Agreement impose any labor protective conditions upon the arrangement; User, solely, shall be responsible for any and all payments in satisfaction of such conditions.

SECTION 17.0 ABANDONMENT OF SUBJECT TRACKAGE

17.1 Notwithstanding the provisions of Section 21 of this Agreement, Owner may abandon the Subject Trackage during the term of this Agreement, or any renewals hereof, upon giving User not less than ninety (90) days' written notice of Owner's intent to abandon. In the event regulatory authority is required to effect such abandonment, User will not interfere with Owner's actions to seek and to exercise such authority. In the event regulatory authority is required for User to discontinue its own operations over the Subject Trackage, User will seek and diligently pursue such regulatory authority at the same time that Owner seeks regulatory

authority to abandon the Subject Trackage, or as soon thereafter as User may do so in accordance with applicable statutes and regulations, unless User intends to acquire the Subject Trackage from Owner pursuant to 49 U.S.C. Section 10904 or other similar provision. User hereby expressly reserves the right pursuant to 49 U.S.C. Section 10904 or any similar provision which may be in effect to subsidize operations on or to acquire the Subject Trackage. Unless User or another party acquires the Subject Trackage for continued rail use or subsidizes Owner's operations thereon, User shall exercise its authority to discontinue its operations pursuant to this Agreement upon the date established by Owner for abandonment of the Subject Trackage by its aforesaid notice to User, or upon the earliest authorized date of exercise of the regulatory authority to discontinue operations, whichever is later. If regulatory authority for discontinuance of User's operations is not required, User shall discontinue its operations hereunder on the date that Owner is authorized to abandon the Subject Trackage. Upon discontinuance of User's operations, this Agreement shall terminate and be of no further force and effect, except that termination of this Agreement shall not relieve or release either party hereto from any obligations assumed or from any liability which may have arisen or been incurred prior to said termination. As used herein, Subject Trackage means the entire Subject Trackage or any portion or portions thereof.

SECTION 18.0 GENERAL PROVISIONS

18.1 This Agreement and each and every provision hereof are 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 party to recover by way of damages or otherwise against either of the parties hereto.

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

18.3 This Agreement and the attachments annexed hereto and integrated herewith contain the entire agreement of the parties hereto and supersede any and all oral understandings between the parties.

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

18.5 As used in this Agreement, whenever reference is made to the trains, locomotives, cars, or equipment of, or in the account of, one of the parties hereto such expression means the trains, locomotives, cars, or equipment in the possession of or operated by one of the parties and includes such trains, locomotives, cars, or equipment which are owned by, leased to, or in the account of such party. Whenever such locomotives, cars or equipment are owned or leased by one party to this Agreement and are in the possession or account of the other party to this Agreement, such locomotives, cars, and equipment shall be considered those of the other party under this Agreement.

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

18.7 This agreement is the result of mutual negotiations of the parties hereto, neither of whom shall be considered the drafter for purposes of contract construction.

18.8 Except as provided by law or by rule, order, or regulation of any court or regulatory 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 and any renewal term of this Agreement, all commercial information to which access is

provided or obtained hereunder will be kept confidential and will not be disclosed by either IC or GTW to any party other than IC's and GTW's affiliates and the respective officers, employees, and attorneys of those affiliates, without the prior written approval of the other party.

SECTION 19.0 SUCCESSORS AND ASSIGNS

19.1 This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. No party hereto shall transfer or assign this Agreement, or any of its rights, interests, or obligations hereunder, by merger or otherwise, to any person, firm, or corporation without obtaining the prior written consent of the other party (ies) to this Agreement.

SECTION 20.0 NOTICE

20.1 Any notice required or permitted to be given by one party to the other under this Agreement shall be deemed given on the date sent by certified mail, or by such other means as the parties may mutually agree, and shall be addressed as follows:

If to Owner:

Region Director Contracts and Administration
Illinois Central Railroad Company
17641 South Ashland Avenue
Homewood, IL 60430

If to User:

Region Director Contracts and Administration
Grand Trunk Western Railroad Company
17641 South Ashland Avenue
Homewood, IL 60430

20.2 Either party may provide changes in the above addresses to the other party by personal service or certified mail.

SECTION 21.0 COMMENCEMENT, TERM AND TERMINATION

21.1 This Agreement shall take effect on the date User commences operations over the Subject Trackage (which date is referred to herein as the "Commencement Date"). The Commencement Date shall not be prior to the effective date of any required regulatory approvals, and shall be evidenced by an exchange of correspondence between the appropriate operating officers of the parties hereto.

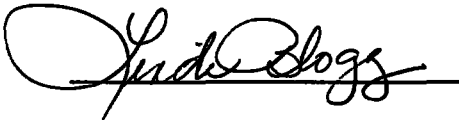
21.2 This Agreement shall continue in full force and effect for a period of 900 years from the Commencement Date, and shall continue in full force and effect for additional 100 year term, provided, however, that GTW shall have the right to terminate this Agreement upon giving sixty (60) days' advance written notice to the Owner.

21.3 Termination of this Agreement shall not relieve or release either party hereto from any obligations assumed or from any liability which may have arisen or been incurred by either party under the terms of this Agreement prior to the termination hereof.

21.4 Upon termination or non-renewal of this Agreement, or for any other reason, User shall within sixty (60) days initiate and thereafter diligently prosecute any action to obtain approval from the Surface Transportation Board (STB) or other regulatory body having jurisdiction authorizing abandonment or discontinuance of the Trackage Rights herein granted. If User fails to file within (60) days, User hereby expressly authorizes Owner to file with the STB, or other regulatory body having jurisdiction, on behalf of User to abandon or discontinue the Trackage Rights granted hereunder, and User further agrees to reimburse Owner for all costs incurred.

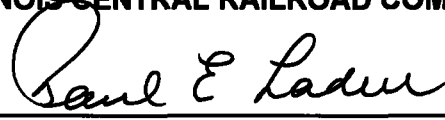
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate as of the day and year first hereinabove written.

WITNESS



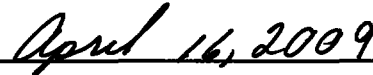
ILLINOIS CENTRAL RAILROAD COMPANY

By: _____

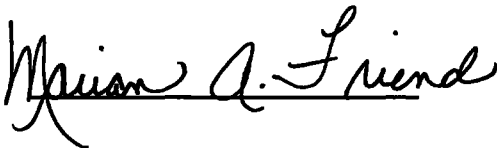


Paul E. Ladue
Region Director Contracts and Administration

Date: _____

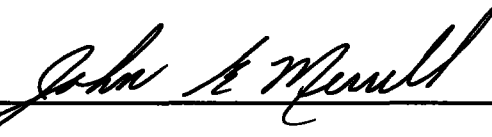


WITNESS



GRAND TRUNK WESTERN RAILROAD COMPANY

By: _____



John E. Merrill
Manager Contracts

Date: _____

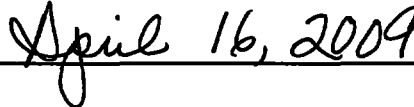
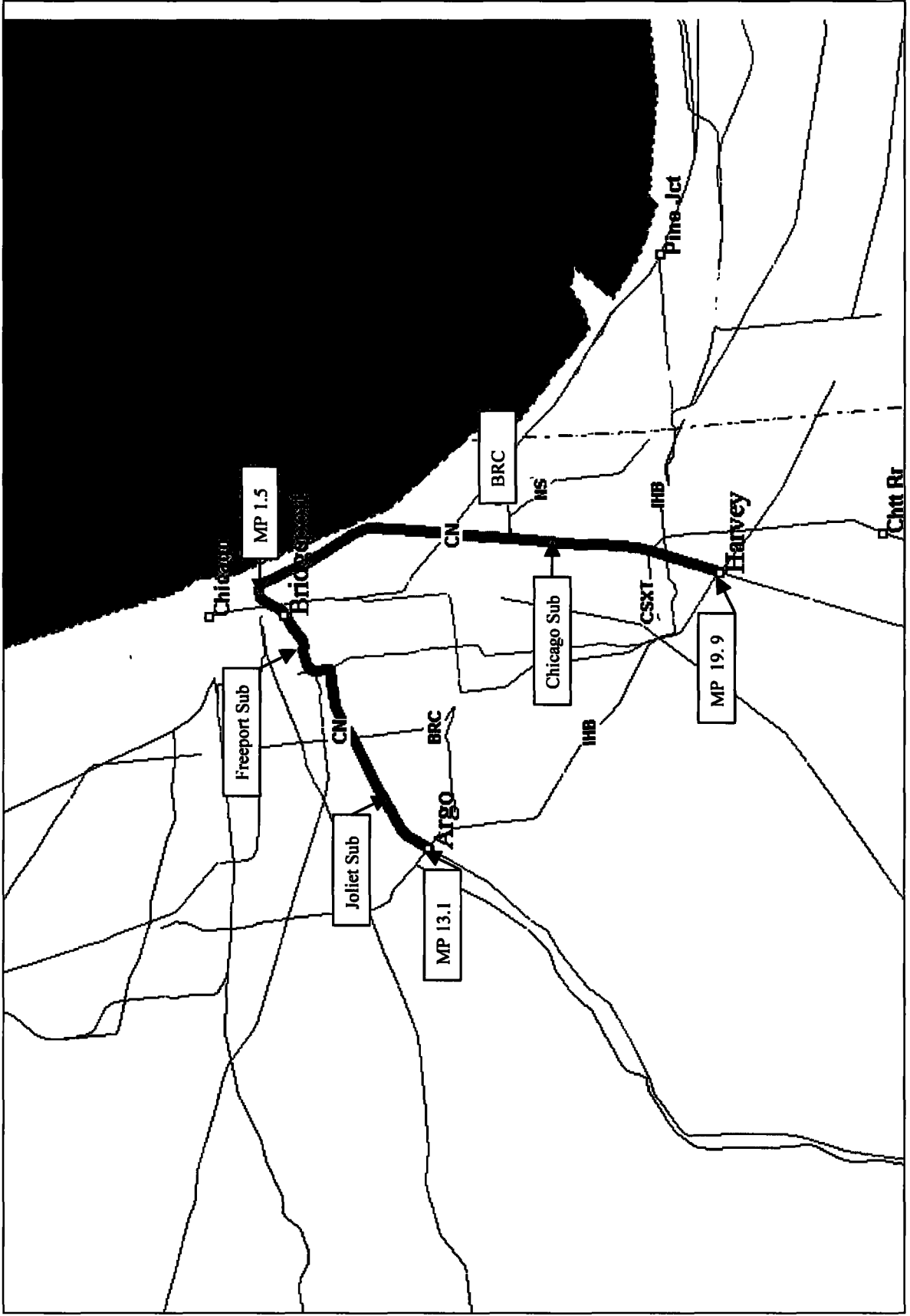


EXHIBIT A



**EXHIBIT C
CAPTION SUMMARY**

**SURFACE TRANSPORTATION BOARD
WASHINGTON, DC 20423**

STB Finance Docket No. 35241

TRACKAGE RIGHTS AGREEMENT

Between

**ILLINOIS CENTRAL RAILROAD COMPANY
("IC" or "Owner")**

And

**GRAND TRUNK WESTERN RAILROAD COMPANY
("GTW" or "User")**

**Relating to GTW's Limited Trackage Rights Over IC between
GTW's connection with IC at Harvey, IL and 16th Street at Chicago, IL
On IC's Chicago Subdivision between 16th Street at Chicago, IL and Bridgeport
at Chicago, IL on IC's Freeport Subdivision and between Bridgeport at
Chicago, IL and IC's connection with the Indiana Harbor Belt
Company at Argo, IL on IC's Joliet Subdivision**

**VERIFIED NOTICE OF EXEMPTION
PURSUANT TO 49 CFR 1180.2(d) (7)**

Illinois Central Railroad Company ("IC") has agreed to grant nonexclusive overhead and interchange trackage rights to Grand Trunk Western Railroad Company ("GTW") between IC's connection with the GTW at or near Milepost 19.9 (North Junction) at Harvey, IL, and Milepost 1.5 (16th Street) at Chicago, IL on IC's Chicago Subdivision, a segment of railroad between Milepost 2.1 (16th Street) at Chicago, IL and Milepost 4.4 (Bridgeport) at Chicago, IL on IC's Freeport Subdivision and a segment of railroad between Milepost 3.5 (Bridgeport) at Chicago, IL and IC's connection with the Indiana Harbor Belt Railroad Company ("IHB") at or near Milepost 13.1 (CP Canal) at Argo, IL on IC's Joliet subdivision.

The trackage rights will become effective immediately after the conclusion of the 30 day waiting period required by the Board's trackage rights exemption regulations, on or about May 23, 2009.

This notice is filed under § 1180.2(d)(7). Petitions to revoke the exemption under 49 U.S.C. 10502(d) may be filed at any time. The filing of a petition to revoke will not stay the transaction.

Dated:

By the Board:

Anne Williams,

Acting Secretary