CPR-2 DME-2

BEFORE THE
SURFACE TRANSPORTATION BOARD

Canadian Pacific Railway Company, *et al.* – Control – Dakota, Minnesota & Eastern Railroad Corp., *et al.*	)	Finance Docket No. 35081

APPLICATION BY CANADIAN PACIFIC RAILWAY COMPANY, *ET AL* FOR APPROVAL OF CONTROL OF DAKOTA, MINNESOTA AND EASTERN RAILROAD CORPORATION, *ET AL*

VOLUME I
APPLICATION AND EXHIBITS

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Exhibit 1-B: CPR Map
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Exhibit 8: Change in Ownership or Control

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Canadian Pacific Railway Company, *et al* – Control – Dakota, Minnesota & Eastern Railroad Corp. *et al.*	)	Finance Docket No. 35081

APPLICATION BY CANADIAN PACIFIC RAILWAY COMPANY, *ET AL* FOR APPROVAL OF CONTROL OF DAKOTA, MINNESOTA AND EASTERN RAILROAD CORPORATION, *ET AL*

Pursuant to 49 U.S.C. §§ 11323 *et seq.* and 49 C.F.R. Part 1180, Canadian Pacific Railway Company ("CPRC"); Soo Line Holding Company, a Delaware corporation and indirect subsidiary of CPRC ("SOO Holding"); Dakota, Minnesota & Eastern Railroad Corporation ("DM&E"); and Iowa, Chicago & Eastern Railroad Corporation ("IC&E") (collectively, CPRC, SOO Holding, DM&E and IC&E are referred to hereinafter as "Applicants") submit this application (the "Application") for approval by the Surface Transportation Board ("Board") of the acquisition of control of DM&E and IC&E by SOO Holding (and, indirectly, by CPRC).

BACKGROUND

This section provides a brief overview of Applicants and the proposed transaction:

1. CPRC and SOO Holding

CPRC is a corporation organized under the laws of Canada. Its stock is publicly held and traded on the New York and Toronto stock exchanges. CPRC and its U.S. rail carrier subsidiaries, Soo Line Railroad Company ("SOO") and Delaware and Hudson Railway Company, Inc. ("D&H") operate a transcontinental rail network in Canada and the United States, providing rail and intermodal transportation services over more than 13,000 miles of track. (CPRC, SOO and D&H are referred to collectively in this Application as "CPR"). CPR serves

the principal business centers of Canada and the U.S. Northeast and Midwest regions. The major commodities transported by CPR include bulk commodities such as grain, coal, sulfur and fertilizers; merchandise freight including finished vehicles and automotive parts, forest products, industrial products and consumer products; and intermodal traffic. In fiscal year 2006, the freight revenues of CPR were approximately $4.4 billion.

2. DM&E and IC&E

DM&E is a privately held Class II rail carrier headquartered in Sioux Falls, SD. DM&E and its wholly owned rail subsidiary IC&E operate over approximately 2,500 miles of rail lines serving eight states, including the major Midwestern rail gateways of Chicago, Minneapolis/St. Paul and Kansas City. (DM&E and IC&E are referred to collectively in this Application as "DME".) A wholly-owned non-carrier subsidiary of DM&E, Cedar American Rail Holdings ("CARH"), provides marketing, information technology, administrative and operational support services to DME.

DME interchanges rail traffic with all seven U.S. Class I railroads. In 2006, DME transported approximately 260,000 carloads of freight generating total revenues of approximately $263 million. The major commodities transported by DME include bentonite and kaolin clay, agricultural commodities (corn, wheat, soybeans, grain products and fertilizers); coal; metal products and scrap; forest products and chemicals (including ethanol). No single commodity handled by DM&E accounts for more than 15 percent of its revenues.

DM&E was created in 1986 from lines formerly owned by Chicago and North Western Transportation Company ("CNW") in South Dakota, Minnesota and Iowa. In 1996, DM&E acquired CNW's "Colony Line," a 203-mile north-south line running from eastern Wyoming through western South Dakota and into northwestern Nebraska. DM&E subsequently acquired the lines now operated by IC&E from the former Iowa and Minnesota Rail Link ("IMRL") in

2002. IC&E currently owns or operates approximately 1,322 route miles of rail lines in the states of Illinois, Iowa, Minnesota, Missouri and Wisconsin, consisting of 807 route miles of main lines, 299 route miles of secondary or branch lines, and 216 miles of trackage rights.

In 2006, after nearly a decade of proceedings before this Board and appellate courts, DM&E obtained authority to construct and operate 282 miles of new railroad lines to serve coal origins in Wyoming's Powder River Basin ("PRB").[1] The PRB is the largest source of low-sulfur coal in North America. A number of significant prerequisites to implementation of the PRB line project remain. DM&E is currently pursuing the process of acquiring the right-of-way needed to build the PRB line. It must execute agreements with PRB mines on terms for operations by DM&E over their loading tracks and facilities. DM&E must also secure sufficient contractual commitments from prospective coal shippers to route their traffic over the PRB line to justify the very large investment required to build it. Finally, DM&E must arrange financing for the project. As CPR witness Green testifies, if the proposed transaction is approved, CPR will work diligently with DM&E to accomplish these necessary prerequisites to construction of the proposed PRB line.

3. The Proposed Transaction

The transaction for which this Application seeks approval is the acquisition of control of DME by SOO Holding (and, indirectly, by CPRC). Because CPRC currently controls both SOO and D&H, the transaction is subject to prior Board approval pursuant to 49 U.S.C. § 11323(a)(5).

The proposed transaction is a "minor" transaction as that term is defined in the Board's regulations at 49 C.F.R. § 1180.2. The transaction does not involve the control or merger of two

[1] The STB's decision granting DM&E approval to construct and operate the proposed PRB line was affirmed by the United States Court of Appeals for the Eighth Circuit. *See Mayo Foundation et al v. Surface Transportation Board*, 472 F.3d 545 (Dec. 28, 2006).

Class I railroads. While CPR subsidiary SOO is a Class I railroad, DME is a Class II carrier. The Board's regulations state that:

> "[a] transaction not involving the control or merger of two or more class I railroads is not significant if a determination can be made either: (1) that the transaction clearly will not have any anticompetitive effects, or (2) that any anticompetitive effects of the transaction will clearly be outweighed by the transaction's anticipated contribution to the public interest in meeting significant transportation needs."

49 C.F.R. § 1180.2(b). As the Market Analysis (Exhibit 12), the Verified Statements of Applicant witnesses and the shipper statements accompanying this Application demonstrate, the proposed transaction clearly will not have any anticompetitive effects. The transaction is a classic "end-to-end" acquisition of control. The lines of CPR and DME connect at only four locations — Chicago (Bensenville), IL and Minnesota City, La Crescent, and St. Paul, MN — and there is minimal overlap in their current operations. The traffic bases of CPR and DME likewise are complementary rather than competitive. As Applicant witness Williams demonstrates, no shipper that currently has access to both CPR and DME rail service will be left without at least two competitive rail options following the proposed transaction. Nor will the proposed transaction have adverse impacts on short line carriers in DME's service territory.

Moreover, the proposed transaction clearly will contribute to the public interest in meeting significant transportation needs. CPR's transcontinental rail system serves the major metropolitan centers of the U.S. Midwest (including Chicago, Detroit, Milwaukee and Minneapolis/St. Paul) and the U.S. Northeast (including Buffalo, New York and Philadelphia), as well as Canada (including Calgary, Montreal, Toronto and Vancouver). CPR also directly serves the U.S. ports of New York/New Jersey, Philadelphia and Duluth/Superior and the Canadian ports of Montreal, Thunder Bay and Vancouver. New single system routings created

by the proposed transaction will give DME shippers — for the first time — direct rail access to all of these potential destinations, enhancing their ability to compete in distant end markets for their products. CPR-served shippers likewise will gain the ability to ship products to/from points served by DME on a single system basis.

More importantly, DME will gain access to the resources it needs to become a safer and more efficient railroad. CPR will make available to DME $300 million over the next several years to repair and upgrade its track, bridges and other facilities. This investment will allow DME to address conditions that have contributed to safety concerns in recent years, and will improve the fluidity of its train operations. Practices and technologies that have made CPR one of the safest railroads in North America (with the fewest reportable train accidents of any major railroad over the past decade) will be introduced on DME. CPR's commitment to safety will benefit DME, its employees and customers, and the communities in which DME operates.

The Board has classified transactions of similar size and scope as "minor" transactions within the meaning of its regulations. *See, e.g.,* Finance Docket No. 34000, *Canadian National Railway, et al. -- Control -- Wisconsin Central Transportation Corporation, et al.*, STB Decision served May 9, 2001 (2001 WL 489993 (S.T.B.)) (2,464 route miles acquired); Finance Docket No. 31875, *Consolidated Rail Corp. – Merger – Monongahela Railway Co.,* ICC Decision served June 11, 1991 (merger of Class I railroad Conrail and Class II railroad Monongahela); Finance Docket No. 35031, *Fortress Investment Group LLC – Control – Florida East Coast Railway, LLC,* STB Decision served September 28, 2007 (acquisition of control of Class II carrier by company controlling 40 short line and regional railroads, including a Class II carrier).

Thus, the proposed transaction clearly satisfies the criteria for a "minor" transaction prescribed by the Board's regulations. Nevertheless, Applicants recognize that a variety of

parties may be interested in the proposed transaction. In order to enable interested parties (and the Board) to understand more fully the benefits and effects of the proposed transaction, Applicants are submitting herewith the additional information prescribed by the Board's regulations for "significant" transactions, including the information required by 49 C.F.R. §§ 1180.6(b)(3) (Exhibit 8, Change in Control), (b)(5) (Exhibit 10, Issues), (b)(6) (Exhibit 11, Corporate Chart), (b)(7) and (b)(8) (Intercorporate or Financial Relationships), as well as a Market Analysis (Exhibit 12) and a more detailed Operating Plan (Exhibit 13).

SPECIFIC INFORMATION REQUIRED BY THE REGULATIONS

49 C.F.R. § 1180.6 specifies information which must be included in every application filed under 49 U.S.C. § 11323. 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.

1180.6(a)(1) A description of the proposed transaction, including appropriate references to any supporting exhibits and statements contained in the application and discussing the following:

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 business address and telephone number for CPRC and SOO Holding is Gulf Canada Square, 401 9th Avenue S.W., Calgary, Alberta T2P 4Z4, Canada, (403) 319-7000. The business address and telephone number for DM&E and IC&E is 140 N. Phillips Avenue, Sioux Falls, SD 57104, (605) 782-1200.

Counsel to whom questions can be addressed are: for CPRC and SOO Holding, Terence M. Hynes, Sidley Austin LLP, 1501 K Street, N.W., Washington, DC 20005, (202) 736-8198;

and for DME, William Sippel, Fletcher & Sippel, 29 North Wacker Drive, Chicago, IL 60606, (312) 252-1500.

The proposed transaction is the acquisition of control of DM&E and IC&E by SOO Holding (and, indirectly, by CPRC). As described in the Agreement and Plan of Merger (the "Merger Agreement") attached hereto as Exhibit 2, the transaction was carried out on October 4, 2007 through a merger of Soo Line Properties Company ("SOO Properties"), a Delaware corporation and wholly-owned subsidiary of SOO Holding, with and into DM&E. At the time of closing, shareholders of DM&E received cash consideration of approximately $1.48 billion, subject to certain working capital adjustments in accordance with the Merger Agreement.[2] As part of the $1.48 billion paid at closing, DME repaid certain obligations to third party creditors, including $250 million to the Federal Railroad Administration ("FRA"). The Merger Agreement provides for additional future contingent payments by CPR to DM&E's shareholders of up to approximately $1 billion. Specifically, an additional payment of $350 million will become due if construction starts on the PRB line prior to December 31, 2025. Further contingent payments of up to approximately $707 million will become due upon the movement of specified volumes of PRB coal over the PRB line prior to December 31, 2025.

Immediately upon consummation of the merger of SOO Properties with and into DM&E, all of the outstanding common shares of DM&E were placed into an independent voting trust pending approval of the proposed transaction by the Board.[3] On or after the effective date of a

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[2] Unless otherwise specified, all references to dollar amounts set forth in this Application are stated in U.S. dollars.

[3] Pursuant to 49 C.F.R. § 1013.3, Applicants submitted their proposed Voting Trust Agreement to the Board for review prior to consummating the merger. On September 27, 2007, the Secretary issued an informal, nonbinding opinion that the Voting Trust Agreement would effectively insulate CPR from unauthorized control of DME during the pendency of this proceeding.

final order of the Board authorizing the proposed transaction, the voting trust will be terminated, DM&E's shares will be transferred to SOO Holding, and DM&E will become a wholly owned subsidiary of SOO Holding (and an indirect subsidiary of CPRC).

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

The conditions precedent to closing of the merger of SOO Properties with and into DM&E were satisfied, and the merger was consummated by the parties, on October 4, 2007. At that time, all of the common shares of DM&E were deposited into an independent voting trust pending approval of the proposed transaction by the Board, in order to avoid unlawful control of DM&E in violation of 49 U.S.C. § 11323.

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 financial viability of the applicants.

This section discusses CPR's and DM&E's rationale for pursuing the proposed transaction, and provides an overview of the public benefits that will result from CPR's acquisition of DME. The benefits of the transaction are described in greater detail in the Verified Statements that accompany this Application.

The lines of DM&E and IC&E are an excellent strategic "fit" with CPR's existing network. The proposed transaction will expand the geographic reach of CPR's rail network and position it to take advantage of significant new business opportunities. DME possesses a diversified traffic portfolio that offers significant opportunities for growth, both organically and through extended hauls on CPR's existing lines. In particular, acquisition of IC&E's lines will give CPR the ability to participate in the rapidly growing transportation of ethanol. The transaction will also position CPR to increase its participation in the substantial volume of

bentonite clay traffic that originates at the western end of DM&E's system. IC&E's coverage of Iowa and southern Minnesota corn origins will add greater diversification to CPR's U.S. grain network, where wheat is the predominant crop. The transaction will restore CPR's direct access to the important Kansas City gateway (which it lost as a result of the sale of its Chicago-Kansas City line to IMRL in 1997). This will make CPR a stronger competitor for rail traffic moving between points on its existing network and points in the U.S. Southwest and Mexico.

As DME's President, Kevin Schieffer, testifies, the proposed transaction offers strategic benefits for DME as well. Affiliation with CPR will overcome DME's present inability, as a regional railroad, to offer direct service to important end markets for its customers' rail shipments. The transaction will create efficient new routing options for DME-served shippers to destinations across the CPR system, including Buffalo, Calgary, Detroit, Montreal, New York, Philadelphia, Toronto and the Twin Cities, and the ports of Vancouver, Duluth/Superior, Montreal and New York/New Jersey. As part of a Class I rail system, DME will have access to the capital it needs to make prudent investments to increase the fluidity of its rail lines, and to meet future demand for its services. CPR's plan to make $300 million of additional capital available to DME over the next several years will allow it to upgrade its track, bridges and other rail facilities and to bring its safety performance closer to CPR standards. Improved asset utilization and sharing of "best practices" made possible by the proposed transaction will generate benefits for both DME and CPR.

The operations of CPR and DME are already coordinated to a significant degree. The rail lines operated by IC&E were once part of the CPR system, and IC&E uses overhead trackage rights on CPR's line between La Crescent and St. Paul, MN to reach the Twin Cities. IC&E shares CPR's terminal facilities at both the Twin Cities (St. Paul Yard) and Chicago (Bensenville

Yard), and CPR performs interchange and industry switching services for IC&E at those important gateways. Accordingly, implementation of the proposed transaction will not require major operational changes. Moreover, because the proposed transaction is entirely end-to-end, the synergistic benefits of the transaction can be achieved without line abandonments, elimination of duplicative facilities or workforce reductions.

Finally, the proposed transaction presents a unique opportunity for CPR to assist DME in pursuing its goal of constructing and operating a rail route to serve the Powder River Basin. As the Board is aware, DM&E participated in protracted regulatory and environmental review proceedings to obtain the necessary authority to construct 282 miles of new rail lines to serve the PRB and to upgrade its existing lines to handle unit train coal traffic. DM&E must now accomplish a number of additional tasks before the line can be built. CPR's greater financial capability, its demonstrated expertise in designing and constructing new rail lines, and its extensive coal hauling experience will lend credibility to DM&E's ongoing efforts to bring the PRB project to fruition.

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

No new equity securities will be issued in connection with the transaction. The purchase price was funded by CPRC from available cash and credit facilities. In connection with the closing, SOO Holdings advanced $250 million to DM&E to enable it to repay outstanding indebtedness to FRA.[4] DM&E's obligation to FRA was replaced by an intercompany private loan from SOO Holding to DM&E in the amount of $250 million.

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[4] DM&E's obligations to FRA consisted of a Financing Agreement among DM&E, IC&E and the United States of America (represented by the Secretary of Transportation acting through the Administrator of the FRA) (dated December 16, 2003); Amendment No. 1 to that Agreement (dated July 20, 2004); and Amendment No. 2 to that Agreement (dated February 21, 2007).

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 markets (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 any freight surface transportation in any region of the United States.***

The proposed transaction does not involve the merger or control of two or more Class I railroads. Accordingly, the Board's analysis in this proceeding is governed by 49 U.S.C. § 11324(d). Under Section 11324(d), the Board must approve the transaction unless it finds both that: (1) the transaction is likely to result in a substantial lessening of competition, creation of a monopoly, or restraint of trade in freight surface transportation in any region of the United States; and (2) the anticompetitive effects of the transaction outweigh the public interest in meeting significant transportation needs. As the Board recently held in a proceeding governed by Section 11324(d), it "must grant the application unless there will be adverse competitive impacts that are both 'likely' and 'substantial.'" Finance Docket No. 34783, *The Indiana Rail Road Company – Acquisition – Soo Line Railroad Company*, Decision No. 4, served April 6, 2006 at 4. Moreover, "even if there will be likely and substantial anticompetitive impacts, we may not disapprove the transaction unless the anticompetitive impacts outweigh the benefits and cannot be mitigated through conditions." Finance Docket No. 35031, *Fortress Investment Group, LLC – Control – Florida East Coast Railway LLC*, Decision served September 28, 2007 at 4.[5]

[5] *See also, e.g.*, Finance Docket No. 34342, *Kansas City Southern –Control –The Kansas City Southern Ry. Co., Gateway Eastern Ry. Co., and the Texas Mexican Ry. Co.*, Decision served Nov. 23, 2004 (2004 WL 2700648, at *10 (S.T.B.)); Finance Docket No. 34424, *Canadian National Ry. Co. and Grand Trunk Corp. – Control – Duluth, Missabe and Iron Range Ry. Co., Bessemer and Lake Erie Railroad Co., and the Pittsburgh and Conneaut Dock Co.*, Decision

Because the proposed transaction is a "minor" transaction under the Board's regulations, the market analysis prescribed by 49 C.F.R. § 1180.7 is not required in the instant case. Nevertheless, Applicants are submitting as Exhibit 12 to this Application a Market Analysis of the proposed transaction, supported by the Verified Statements of Applicant witnesses Foot and Williams, as well as a number of supporting shippers. (*See* Application Volume II, V.S. Foot; V.S. Williams; statements of supporting shippers) As Exhibit 12 clearly shows, there will be no lessening of competition, creation of a monopoly, or restraint of trade in freight surface transportation in any region of the United States as a result of the proposed transaction — indeed, the transaction will have no adverse competitive effects. To the contrary, the transaction will be strongly pro-competitive. Thus, under § 11324(d) and the Board's established interpretation of the statute, approval of the proposed transaction is not only warranted, but required.

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.***

As described in response to 49 C.F.R. § 1180.6(a)(1)(i) above, SOO Holding paid approximately $1.48 billion for the shares of DM&E at closing, subject to certain working capital adjustments in accordance with the Merger Agreement. DM&E repaid certain obligations to third party creditors, including $250 million to FRA. The Merger Agreement provides for additional future contingent payments by SOO Holding to DM&E's shareholders of up to approximately $1 billion, based upon commencement of construction of the proposed PRB line, and the volume of coal traffic routed over that line, prior to December 31, 2025.

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served April 9, 2004 (2004 WL 761305, at *9 (S.T.B.)); *Canadian National Ry. Co., Grand Trunk Corp., and WC Merger Sub, Inc. – Control – Wisconsin Central Transportation Corp., et. al.*, 5 S.T.B. 890, 899 (2001).

Applicants estimate that the single system benefits of the transaction (which are described in the Verified Statement of witness Foot – Application Volume II) will generate approximately 5,800 carloads of extended haul traffic on CPR's lines by the year 2010, with associated incremental revenues of $11.4 million annually. Applicants further estimate that traffic moving on DME's existing lines will grow organically by approximately 64,000 carloads by the year 2010, with associated revenues of $56.3 million annually. (*See* Application Volume II, V. S. Foot.) As described in the Operating Plan (Exhibit 13), Applicants anticipate that the proposed transaction will create opportunities for both CPR and DME to achieve certain efficiencies.

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

In connection with the closing of the merger of SOO Properties with and into DM&E, DM&E's outstanding obligation to FRA (in the amount of $250 million) was repaid and replaced by an intercompany private loan from SOO Holding to DM&E in the amount of $250 million. CPRC funded the transaction with $250 million of internally generated funds and the balance from available credit facilities.

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.***

As described above and in the Verified Statements of Applicant witnesses, CPR's acquisition of DME will enhance the transportation services available to DME shippers by giving them single system rail access to end markets throughout CPR's cross-border transcontinental network. In addition, CPR's plan to make $300 million of additional capital available over the next several years to upgrade DME's track, bridges and other rail facilities will

enable DME to provide safer, more fluid rail service. The proposed transaction does not involve any line abandonments or elimination of duplicative rail facilities.

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.***

Applicants anticipate that, in accordance with the requirements of 49 U.S.C. § 11326(a), the Board will impose the employee protective conditions set forth in *New York Dock Ry.--Control--Brooklyn Eastern Dist. Terminal*, 360 I.C.C. 60, *aff'd, New York Dock Ry. v. United States*, 609 F.2d 83 (2d Cir. 1979).

The effect of the transaction on Applicants' employees is addressed in the Verified Statement of Cathryn Frankenberg.

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.***

The transaction will have no material adverse effects on other railroads. Accordingly, inclusion of other railroads is not appropriate.

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

Volume II of this Application contains the following Verified Statements in support of the proposed transaction:

Witnesses:

Fred Green, President and Chief Executive Officer
Canadian Pacific Railway

Kevin V. Schieffer, President and Chief Executive Officer
Dakota, Minnesota & Eastern Railroad Corporation

Ray Foot, Vice President-Marketing & Sales (Merchandise)
Canadian Pacific Railway Company

Vern Graham, Vice President - Engineering
Canadian Pacific Railway Company

Cathryn Frankenberg, Assistant Vice President Human Resources - Labor Relations U.S.
Canadian Pacific Railway Company

John Williams
The Woodside Consulting Group, Inc.

Statements of Supporting Shippers:

CHS, Inc. (Dan Mack)
Dakota Mill & Grain, Inc. (Ron Mitzel)
GCC Dacotah (Daniel W. Baker)
Grain Processing Corporation (Jeffrey Stone)
IPSCO Inc. (Greg Maindonald)
Rapid City Area Chamber of Commerce (James F. McKeon)
Renewable Energy Group, Inc. and Iowa Renewable Energy, LLC (Bill Neese)
South Dakota Corn Growers Association (Lisa Richardson)
South Dakota Grain & Feed Association (Carl Anderson)
Southern Grainbelt Shippers Association (Randall M. Rieke)
VeraSun (Barry Schaps)
Winona River and Rail, Inc. (Jeff Kuhn)

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.***

Opinions of counsel prescribed by 49 C.F.R. § 1180.6(a)(4), executed by counsel for CPR and DME, are appended to the end of this Application.

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

CPR has operating property (including trackage rights) in the following states: Delaware, Idaho, Illinois, Indiana, Michigan, Minnesota, Montana, New Jersey, New York, North Dakota, Pennsylvania, South Dakota, Virginia and Wisconsin.

DME has operating property in the states of Illinois, Iowa, Minnesota, Missouri, Nebraska, South Dakota, Wisconsin and Wyoming.

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 relation 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.***

A map depicting the lines of Applicants in relation to each other is attached as Exhibit 1A. A map of the current CPR system is attached as Exhibit 1B. A map of the current DME system is attached as Exhibit 1C.

1180.6(a)(7) ***Explanation of the transaction***

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 proposed transaction is the acquisition of control of DM&E and IC&E by SOO Holding (and, indirectly, by CPRC). As described in the Merger Agreement attached hereto as Exhibit 2, the transaction was carried out through a merger of SOO Properties with and into DM&E. At the time of closing, shareholders of DM&E received cash consideration of approximately $1.48 billion, subject to certain working capital adjustments in accordance with the Merger Agreement. As part of the $1.48 billion paid at Closing, DME repaid certain

obligations to third party creditors, including $250 million to FRA. The Merger Agreement provides for additional future contingent payments by CPR to DM&E's shareholders of up to approximately $1 billion.

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.***

A copy of the Merger Agreement is attached as Exhibit 2.

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.***

The proposed transaction does not involve a consolidation or merger of Applicant carriers, but rather the acquisition of control of DM&E (which, in turn, controls, IC&E) by SOO Holding (and, indirectly, by CPRC). As described in the Merger Agreement, the transaction was accomplished through a merger of SOO Properties (a wholly owned subsidiary of SOO Holding) with and into DM&E. The surviving entity, named DM&E, is a Delaware corporation.

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 property involved in the proposed transaction includes all the property of DM&E and its subsidiaries.

1180.6(a)(7)(vi) ***Briefly describe the principal routes and termini of the lines involved, the principal points of 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 submitted as Exhibit 13 to this Application, CPRC and its U.S. rail carrier subsidiaries, SOO and D&H, operate a transcontinental rail network in Canada and the United States, providing rail and intermodal transportation services over more than 13,000 miles of track. CPR presently serves the principal business centers of Canada and the U.S. Northeast and Midwest regions. CPRC's wholly owned subsidiary SOO operates 3,250 miles of rail lines serving the midwestern states of Illinois, Indiana, Michigan, Minnesota, North Dakota, South Dakota and Wisconsin. SOO's principle main line routes extend between Portal, ND and Glenwood, MN; between Noyes, MN and Glenwood, MN; between Glenwood, MN and Portage, WI (via Minneapolis/St. Paul); and between Portage, WI and Chicago, IL (via Milwaukee, WI).

DM&E owns or operates approximately 1,103 route miles of rail lines consisting of approximately 720 route miles of main line and approximately 383 route miles of branch lines. DM&E's main line extends from Colony/Bentonite, WY through Rapid City, SD to Winona, MN. Branch lines extend from the main line to Crawford and Chadron, NE; Onida, SD; Aberdeen and Mansfield, SD; and Hartland, MN. IC&E currently owns or operates approximately 1,322 route miles of rail lines consisting of 807 route miles of main lines, 299 route miles of secondary or branch lines, and 216 miles of trackage rights.

IC&E's principal routes extend from Chicago through Sabula Junction, IA and the Quad Cities to Kansas City; from Chicago through Sabula Junction and Marquette, IA to St. Paul, MN; from Marquette through Mason City to Sheldon, IA; and from Ramsey to Jackson, MN; from Mason City, IA through Ramsey and Owatonna, MN to Comus, MN; and from Davis Junction, IL through Rockford, IL and Beloit, WI to Janesville, WI.

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 Section of Environmental Analysis for the proper format of the environmental report.***

Applicants have considered the applicability of the Board's environmental regulations, 49 C.F.R. Part 1105, to the proposed acquisition, including the categorical exclusion from environmental documentation for actions that satisfy the criteria of 49 C.F.R. § 1105.6(c). In addition, Applicants have discussed the environmental aspects of the proposed acquisition with the Board's Section of Environmental Analysis ("SEA"). The Board's environmental regulations provide, in relevant part, as follows:

> No environmental documentation will normally be prepared (although a Historic report may be required under section 1105.8) for the following actions: . . . (2) Any action that does not result in significant changes in carrier operations (*i.e.*, that do not exceed the thresholds established in section 1105.7(e)(4) or (5)), including (but not limited to) all of the following actions that meet this criterion: (i) An acquisition, lease, or operation under 49 U.S.C. 10901 or 10910, or consolidation, merger, or acquisition of control under 49 U.S.C. 11343 (*sic*) that does not come within subsection (b)(4) of this section."

49 C.F.R. § 1105.6(c)(2)(i).

Section 1105.7(e)(5) provides that, if certain quantitative thresholds are exceeded, applicants must prepare and submit an environmental report. These thresholds differ depending on whether a line segment is in an area designated as in "attainment" or "non-attainment" with the National Ambient Air Quality Standards ("NAAQS") established under the Clean Air Act, 42 U.S.C. § 7409. For lines in attainment areas, an environmental report must be prepared if the proposed action will result in: (1) an increase in rail traffic of at least 100 percent (measured in annual gross ton miles), (2) an increase of at least 8 trains per day, or (3) an increase in carload activity at rail yards of at least 100 percent. *See* 49 C.F.R. § 1105.7(e)(5)(i). For lines in non-attainment areas, an environmental report must be prepared when the proposed action will result in (1) an increase in rail traffic of at least 50 percent (measured in annual gross ton miles), (2) an increase of at least 3 trains per day, or (3) an increase in carload activity at rail yards of at least 20 percent. *See* 49 C.F.R. § 1105.7(e)(5)(ii). Most of DME's and CPR's rail lines are in areas in attainment with the NAAQS. Only the following counties in which any Applicant has lines where traffic or activity might change as a result of the transaction are in nonattainment areas:

- *Illinois*: Cook and Lake counties;
- *Indiana*: Lake and Porter counties; and
- *Wisconsin*: Kenosha, Milwaukee, Racine and Waukesha counties.[6]
- *Michigan:* Lenawee, Monroe, Washtenaw and Wayne Counties

Based upon the Market Analysis (Exhibit 12) and Operating Plan (Exhibit 13) submitted with this Application, Applicants have reviewed the changes in rail traffic, train operations and yard activity that would result from the proposed transaction. That review shows that any

[6] *See* http://www.epa.gov/oar/oaqps/greenbk/astate.html

possible increases in rail traffic, train operations or yard activity would not exceed the regulatory thresholds in 49 C.F.R. § 1105.7(e)(5).

First, Applicants project that the transaction will not increase the level of train operations by more than one additional train per day along any segment of the combined CPR-DME system over the next five years (by 2012). Indeed, Applicants believe that there actually will be a *reduction* in train activity along certain segments as traffic moving in shorter trains run by DME today between Huron, SD and Chicago (via Owatonna, MN, Nora Springs, IA, and Dubuque, IA) can be consolidated with CPR traffic at Minnesota City, MN, and moved to/from Chicago in existing SOO trains that operate between the Twin Cities and Chicago.

The Operating Plan fully accounts for both (1) "extended haul" traffic that would move beyond DME's service territory on CPR's lines, as shippers avail themselves of single system routings made possible by the proposed transaction; and (2) projected organic growth in rail traffic on certain segments of DME lines (e.g., anticipated growth of ethanol production). Applicants believe that most of this projected organic growth would likely occur regardless of whether DME were acquired by CPR. Even assuming (conservatively) that all of the organic traffic growth on DME's lines would be directly attributable to the proposed transaction, the overall increase in train activity on Applicants' lines would not exceed the regulatory thresholds. For example, Applicants estimate that, by the year 2010, 27,360 additional carloads per year would move between Sabula, IA and Chicago (the eastern portion of which is in a nonattainment area). Even if this volume were doubled to account for 100 percent empty returns, this increase in traffic would result in only 547 additional trains per year, or approximately 1.5 trains/day. This projected increase in train activity would be offset by a *reduction* in the number of trains using this segment of two trains/day as a result of the consolidation of DME's current Huron-

Chicago trains with SOO's Twin Cities-Chicago trains described above. No other line is projected to experience an increase in train traffic of even this magnitude; rather, Applicants believe that incremental traffic can be accommodated in existing trains. In short, the Operating Plan does not project increases in train traffic in excess of the thresholds in 49 C.F.R. § 1105.7(e)(5).

Second, Applicants project only small increases in annual gross ton miles as a result of the proposed transaction, well below the thresholds for preparation of environmental documentation prescribed by the Board's regulations. *See* Exhibit 13 (Operating Plan) and Exhibit 14 (Density Charts). As explained in the Market Analysis (Exhibit 12) and the Operating Plan, Applicants project that the proposed acquisition will result in an increase of 5,800 carloads of "extended haul" traffic by the year 2010. All of this increase would occur on the lines of CPR (either on SOO's lines east of Chicago, or its lines north of the Twin Cities). This modest traffic increase translates into an increase of just more than 0.5 million gross ton miles, far less than a 50 or 100% increase in gross ton miles over any portion of Applicants' lines. In addition, Applicants project only a modest increase by 2010 in gross ton miles over CPR's line between Milwaukee, WI and Chicago, IL as a result of the consolidation of DME carloads at Minnesota City, MN, onto existing CPR trains that operate between Twin Cities and Chicago, far below the relevant threshold. Indeed, even if the projected organic traffic growth were considered, CPR projects that this line would only see an increase of about 17% (about 503 million gross ton miles). Similarly, if the projected organic growth over the DME lines were taken into account, the Applicants project an increase of only about 8.4% in gross ton miles between Davis Junction, IL and Chicago (an increase of approximately 153 million gross ton miles). The proposed

acquisition will not exceed the gross ton mile thresholds for environmental documentation set forth in 49 C.F.R. § 1105.7(e)(5).

Third, Applicants project only minor increases in rail yard activity. *See* Exhibit 13 (Operating Plan).

In sum, the increased traffic and anticipated changes in train and rail yard activity reflected in the Market Analysis (Exhibit 12), Operating Plan (Exhibit 13) and Density Charts (Exhibit 14) do not exceed the environmental review thresholds prescribed by the Board's regulations.

With respect to historical and cultural resources, the Board's regulations provide that an applicant is not required to submit a report on such resources when a proposed sale, lease or transfer of a rail line that will continue to be operated does not include plans to alter or dispose of properties at least 50 years old that are subject to Board jurisdiction, and where further Board approval would be required to abandon any service. *See* 49 C.F.R. § 1105.8(b)(1). As stated in response to 49 C.F.R. § 1180.6(a)(2)(iv) above, the proposed transaction does not involve any line abandonments or elimination of duplicative rail facilities. Any future line abandonment by Applicants would be subject to the Board's jurisdiction. Furthermore, Applicants have no new plans to alter or dispose of properties 50 or more years old.[7] Accordingly, the Board's criteria

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[7] As stated above, CPR will make available to DME $300 million to upgrade and rehabilitate its tracks, structures (bridges) and rail facilities. The work funded by this investment relates to rail facility improvements that already have been the subject of intensive environmental and cultural/historic review by the Board in connection with the PRB line project. *See Dakota, Minnesota and Eastern R.R. – Construction – Powder River Basin*, 6 S.T.B. 8 (2002) and *Dakota, Minnesota and Eastern R.R. Construction into the Powder River Basin*, STB Finance Docket No. 33407 (Feb. 15, 2006), upheld in *Mayo Foundation v. Surface Transportation Board*, 472 F.3d 545 (8th Cir. 2006) (collectively "*DM&E PRB Construction*). Although the work to be funded by CPR would be done for the purpose of enhancing the safety and efficiency of DM&E's existing rail operations (rather than to transport coal from the PRB), the planned upgrades involve substantially the same type of work, on the same properties, that was reviewed

for application of a categorical exception from both environmental and historic review requirements are fully met by the proposed acquisition.

Applicants are aware that the Board previously imposed a condition prohibiting the movement of PRB coal trains over IC&E's rail lines until an environmental review of the impacts of such operations is completed. *See Iowa, Chicago & Eastern RR Corp. – Acquisition and Operation Exemption – Lines of I&M Rail Link, LLC*, STB Finance Docket No. 34177 (July 22, 2002) (modified on Oct. 17, 2006). Subsequently, the Board and SEA determined that an Environmental Impact Statement (EIS) would be needed to comply with this condition. *See id.*, Memo to Section Chief Rutson (Jan. 30, 2007). At the request of DME, preparation of that EIS was put on hold.

Applicants have conferred with SEA, and believe that it is appropriate to continue to defer preparation of such an EIS. It is not possible at this time to evaluate any potential environmental issues that might be associated with the transportation of PRB coal traffic over the lines of IC&E or CPR. DME has not yet secured contracts with shippers for the movement of PRB coal over the proposed new PRB line, and CPR has not yet made a decision to build it. In the absence of definitive transportation contracts, the identity of the CPR-DME system's future coal customers, the volume of coal that would be transported for each customer, the destinations to which such shipments would move, and the routing of such shipments beyond DM&E's lines cannot be determined with certainty. Without such information, it is not possible for Applicants (or the Board) to evaluate in meaningful fashion the potential environmental impacts (if any) of such future coal transportation operations.

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and is being addressed by the Board and SEA in *DM&E PRB Construction* and the Programmatic Agreement for the PRB construction project. Thus, there is no need for — and it would be redundant to prepare — a separate historical report for planned DME upgrades.

Applicants recognize the Board's obligation under the National Environmental Policy Act, 42 U.S.C. § 4321, *et seq.*, to examine the environmental impacts of the transportation of PRB coal trains over the lines of IC&E and CPR. (The Board has already fully considered the environmental impacts of the transportation of PRB coal trains over DM&E's existing lines in *DME PRB Construction.*) Applicants propose that the Board defer any required analysis of the environmental impacts of the movement of PRB trains over the lines of IC&E and/or CPR until such time as more definitive information regarding the likely volume and routing of those trains becomes available. Specifically, Applicants propose that the Board impose the following condition in connection with its approval of the proposed acquisition:

> Applicants may not transport coal unit trains originating on the new rail line approved for construction in *DME PRB Construction* over lines currently operated by IC&E or CPR until the Board has completed any required review of, and has issued a final decision addressing, the environmental impacts of such coal operations.
>
> If Applicants commence construction of the new rail line approved in *DME PRB Construction*, Applicants shall notify the Board that such construction has commenced, and shall submit to the Board such information regarding the volume of PRB coal traffic that Applicants estimate will be transported on the rail lines of IC&E and/or CPR, the destinations to which such shipments will move, and the routing of such shipments beyond DM&E's lines as may be required for the Board to conduct any required review of the environmental impacts of such extended coal operations.

1180.6(b) ***In a major transaction, submit the following information:***

Not applicable. The transaction that is the subject of this Application is not a major transaction.

1180.6(b)(3) ***Change in Control (Exhibit 8)***

The information required by 49 C.F.R. § 1180.6(b)(3) is set forth in Exhibit 8 to this Application.

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

Not applicable.

1180.6(b)(6) ***Corporate chart (Exhibit 11)***

The information required by 49 C.F.R. § 1180.6(b)(6) is set forth in Exhibit 11 to this Application.

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.***

The only non-carrier Applicant involved in the proposed transaction is SOO Holding. SOO Holding is an intermediate holding company in the CPR corporate family. SOO Holding presently holds all of the outstanding common shares of CPR's two existing U.S. railroad subsidiaries, SOO and D&H.

1180.6(b)(8) ***Intercorporate or financial relationships.***

There are no direct or indirect intercorporate or financial relationships not disclosed elsewhere in this Application.

1180.6(c) ***In a significant transaction, submit the information specified in paragraphs (b)(3), (b)(5), (b)(6), (b)(7) and (b)(8) of this section.***

Because the proposed transaction is a minor transaction, the information specified in 49 C.F.R. § 1180.6(c) is not applicable. Nevertheless, Applicants recognize that the proposed transaction may be a matter of interest to a variety of parties. In order to enable interested parties (and the Board) to understand more fully the benefits and effects of the proposed transaction, Applicants are submitting herewith the additional information prescribed by the Board's regulations for "significant" transactions, including the information required by 49

C.F.R. §§ 1180.6(b)(3) (Exhibit 8, Change in Control), (b)(5) (Exhibit 10, Issues), (b)(6) (Exhibit 11, Corporate Chart), (b)(7) and (b)(8) (Intercorporate or Financial Relationships), as well as a Market Analysis (Exhibit 12) and a more detailed Operating Plan (Exhibit 13).

1180.7 ***Market Analyses***

Because the proposed transaction is a minor transaction, the information specified in 49 C.F.R. § 1180.7 is not applicable. Nevertheless, Applicants recognize that the proposed transaction may be a matter of interest to a variety of parties. In order to enable interested parties (and the Board) to understand more fully the benefits and effects of the proposed transaction, Applicants are submitting as Exhibit 12 to this Application a Market Analysis, which is supported by the Verified Statements of witnesses Williams and Foot, and the statements of supporting shippers set forth in Volume II of the Application.

1180.8(a) ***A Safety Integration Plan, prepared in consultation with the Federal Railroad Administration, to ensure that safe operations would be maintained throughout the merger implementation process.***

Because the proposed transaction is not a major transaction, the Board's regulations at 49 C.F.R. § 1180 do not require preparation of a Safety Integration Plan ("SIP"). However, pursuant to FRA regulations at 49 C.F.R. § 244, Applicants are preparing a SIP, and will file it as part of the record in this proceeding upon completion.

1180.8(b)(5) ***Density charts (Exhibit 14). Gross ton-mile traffic density charts shall be filed for applicant carriers containing a map geographically showing those lines handling 1 million gross ton-miles per mile road or more per year and respective densities, expressed in gross ton-miles per year, in each direction, in segments of such lines between major freight yards and terminals, including major intramodal and intermodal interchange points, using the corporate or political subdivision name of the points shown as well as the railroad station name. The mileage of each segment of shall be provided, and should be shown on the chart. Data shown shall be for the latest available full calendar year preceding the filing of the application. At applicants' option data may be shown on the density chart or an explanatory list.***

Because the proposed transaction is a minor transaction, the information specified in 49 C.F.R. § 1180.8(b)(5) is not applicable. Nevertheless, Applicants recognize that the proposed transaction may be a matter of interest to a variety of parties. In order to enable interested parties (and the Board) to understand more fully the benefits and effects of the proposed transaction, Applicants are submitting as Exhibit 14 to this Application density charts for the Applicant carriers.

1180.8(c) ***For minor transactions: Operating plan-minor (Exhibit 15). Discuss any significant changes in patterns or types of service as reflected by the operating plan expected to be used after consummation of the transaction. Where relevant, submit information related to the following:***

Applicants are submitting as Exhibit 13 to this Application the more detailed Operating Plan prescribed by the Board's regulations for "significant" transactions.

1180.8(c)(1) ***Traffic level density on lines proposed for joint operations.***

The proposed transaction does not involve any lines over which joint operations would be conducted.

1180.8(c)(2) ***Impacts on commuter or other passenger service operated over a line which is to be downgraded, eliminated or operated on a consolidated basis.***

No commuter or passenger service is provided over the lines currently operated by DME. As the Operating Plan (Exhibit 13) demonstrates, Applicants do not anticipate that any CPR line over which passenger operations are presently conducted would be materially affected by the proposed transaction. CPR's freight train schedules are built around passenger and commuter operations, in order to avoid freight train interference with passenger train service. No such line will be downgraded, eliminated, or operated on a consolidated basis as a result of the transaction.

1180.8(c)(3) ***Operating economies, which include but are not limited to, estimated savings.***

The operating efficiencies that Applicants anticipate will result from the proposed transaction are discussed in the Operating Plan (Exhibit 13) and in the Verified Statements of Applicant witnesses.

1180.8(c)(4) ***Any anticipated discontinuances or abandonments.***

Because the proposed transaction is end-to-end, Applicants do not presently plan any line abandonments or the elimination of duplicative facilities in connection with the transaction.

1180.11 ***Transnational and other informational requirement.***

1180.11(a) ***For applicants whose systems include operations in Canada or Mexico, applicants must explain how cooperation with the Federal Railroad Administration would be maintained to address potential impacts on operations within the United States of operations or events elsewhere on their systems.***

CPR's operations in the United States are subject to regulation by FRA, and CPR cooperates and complies with that regulation. DM&E's operations are also regulated by FRA, and will continue to be regulated by the FRA following the proposed transaction. As stated in

response to 49 C.F.R. § 1180.8(a) above, pursuant to FRA regulations at 49 C.F.R. § 244, Applicants are preparing a SIP, and will file it as part of the record in this proceeding upon completion.

1180.11(b) ***All applicants must assess whether any restrictions or preferences under foreign or domestic law or policies could affect their commercial decisions, and discuss any ownership restrictions applicable to them.***

No restrictions or preferences under foreign or domestic law or policies could affect commercial decisions of CPR. No ownership restrictions are applicable to CPR.

CONCLUSION

For all of the foregoing reasons, Applicants respectfully request that the Board approve, pursuant to 49 U.S.C. §§ 11323 *et seq.*, the transaction contemplated by this Application.

Respectfully submitted,

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Counsel for Canadian Pacific Railway Company

Dated: October 5, 2007

VERIFICATION AND SIGNATURE
49 CFR 1180.4(c)(2)(i)

I, Fred Green, being duly sworn, state that I am President and Chief Operating Officer of Canadian Pacific Railway Company, and that I am an officer duly designated to execute, verify and file this Application. I have knowledge of the matters contained herein as they pertain to Canadian Pacific Railway Company, and the statements made herein are true and correct to the best of my knowledge, information and belief.

FRED GREEN

Subscribed and sworn to before me
this 3rd day of October 2007.

Notary Public

My Commission Expires: not applicable

DON BARNHARDT
Barrister and Solicitor
Suite 2400, 401 - 9th Avenue S.W.
Calgary, AB T2P 4Z4
Telephone: 319-6189

CERTIFICATION
49 CFR 1180.4(c)(2)(i)

I, Donald F. Barnhardt, being duly sworn, state that I am Senior Counsel and Corporate Secretary of Canadian Pacific Railway Company, and I certify that Fred Green is authorized by Canadian Pacific Railway Company to sign, verify, and file the foregoing Application.

D. F. BARNHARDT

DONALD F. BARNHARDT

Subscribed and sworn to before me
this 1st day of October 2007.

Notary Public

My Commission Expires: Non Expiry

COLIN J. GOLDIE
Barrister, Solicitor & Notary

VERIFICATION AND SIGNATURE
49 CFR 1180.4(c)(2)(i)

I, Kevin V. Schieffer, being duly sworn, state that I am President and Chief Executive Officer of Dakota, Minnesota & Eastern Railroad Corporation ("DM&E"), Iowa, Chicago & Eastern Railroad Corporation ("IC&E"), and Cedar American Rail Holdings, Inc. ("CARH"), and that I am an officer duly designated to execute, verify and file this Application. I have knowledge of the matters contained herein as they pertain to DM&E, IC&E and CARH, and the statements made herein are true and correct to the best of my knowledge, information and belief.

KEVIN V. SCHIEFFER

Subscribed and sworn to before me
this 27 day of ~~October~~ September 2007.

Cynde A. Jervik
Notary Public

CYNDE A. JERVIK
NOTARY PUBLIC
SOUTH DAKOTA
SEAL SEAL

My Commission Expires: 6-15-12

CERTIFICATION
49 CFR 1180.4(c)(2)(i)

I, Lynn Anderson , being duly sworn, state that I am Corporate Secretary of Dakota, Minnesota & Eastern Railroad Corporation. I certify that Kevin V. Schieffer is authorized to sign, verify, and file the foregoing Application on behalf of Dakota, Minnesota & Eastern Railroad Corporation, Iowa, Chicago & Eastern Railroad Corporation, and Cedar American Rail Holdings, Inc..

LYNN ANDERSON

Subscribed and sworn to before me
this 27 day of ~~October~~ September 2007.

Cynde A. Jervik
Notary Public

CYNDE A. JERVIK
SEAL NOTARY PUBLIC SOUTH DAKOTA SEAL

My Commission Expires: 6-15-12

CPR-2 DME-2

CANADIAN PACIFIC RAILWAY

Paul A. Guthrie, Q.C.
Vice President - Law and General Counsel

Suite 500
Gulf Canada Square
401 – 9th Avenue SW
Calgary Alberta
T2P 4Z4

Tel (403) 319-6184
Fax (403) 205-9000

paul_guthrie@cpr.ca

October 4, 2007

Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423-000

Re: Finance Docket No. 35081, *Canadian Pacific Railway Company, et al. -- Control -- Dakota, Minnesota & Eastern Railroad Corporation, et al.*

Dear Sirs:

As counsel for Canadian Pacific Railway Company ("CPR"), I am familiar with the Application filed by CPR, Soo Line Holding Company ("SOO Holding"), Dakota, Minnesota & Eastern Railroad Corporation ("DM&E") and Iowa Chicago & Eastern Railroad Corporation ("IC&E") (collectively, "Applicants") pursuant to 49 U.S.C. §§ 11323 *et seq.* for approval of the acquisition of control of DM&E and IC&E by SOO Holding (and, indirectly, by CPR). I am of the opinion that the transaction described in said Application meets the requirements of law and will be legally authorized and valid, if approved by the Board.

Sincerely,

Canadian Pacific Railway Company

By: _____
Paul Guthrie
Vice President – Law & General Counsel

FLETCHER & SIPPEL LLC

ATTORNEYS AT LAW

29 North Wacker Drive
Suite 920
Chicago, Illinois 60606-2832

Phone: (312) 252-1500
Fax: (312) 252-2400
www.fletcher-sippel.com

WILLIAM C. SIPPEL
(312) 252-1505
wsippel@fletcher-sippel.com

October 4, 2007

Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423-000

Re: Finance Docket No. 35081, *Canadian Pacific Railway Company, et al. -- Control -- Dakota, Minnesota & Eastern Railroad Corporation, et al.*

Dear Sirs:

As counsel for Dakota, Minnesota & Eastern Railroad Corporation ("DM&E") and Iowa Chicago & Eastern Railroad Corporation ("IC&E"), I am familiar with the Application filed by Canadian Pacific Railway Company ("CPR"), Soo Line Holding Company ("SOO Holding"), DM&E and IC&E (collectively, "Applicants") pursuant to 49 U.S.C. §§ 11323 *et seq.* for approval of the acquisition of control of DM&E and IC&E by SOO Holding (and, indirectly, by CPR). I am of the opinion that the transaction described in said Application meets the requirements of law and will be legally authorized and valid if approved by the Board.

Very truly yours,

William C. Sippel

WCS/pj

[redacted]

Exhibit 1-A

[redacted]

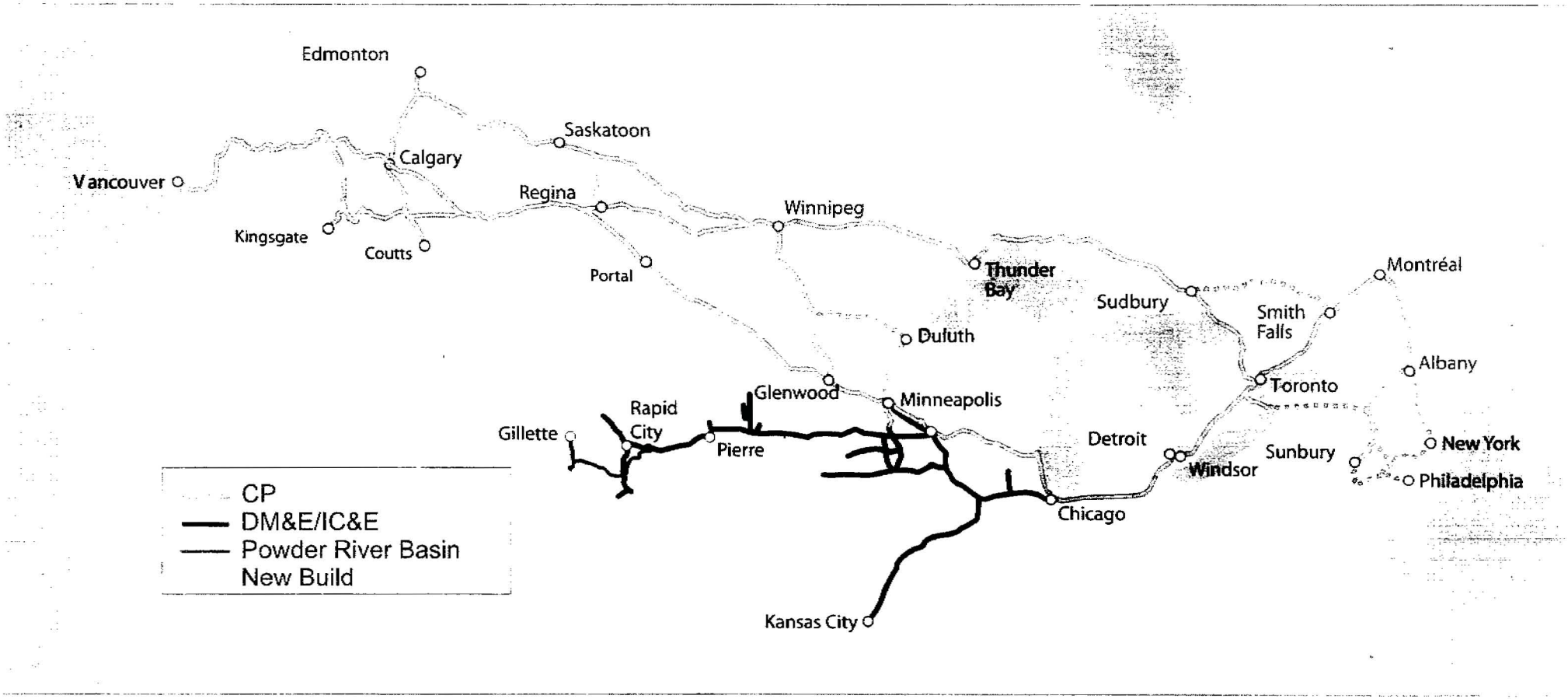


Exhibit 1-A
Combined CPR & DME System
FD #35081 CPR-2 DME-2

AGREEMENT AND PLAN OF MERGER

dated as of September 4, 2007

among

SOO LINE HOLDING COMPANY,

SOO LINE PROPERTIES COMPANY,

CANADIAN PACIFIC RAILWAY COMPANY,
(solely for the purposes set forth herein)

and

DAKOTA, MINNESOTA & EASTERN RAILROAD CORPORATION

Exhibit 2
FD #35081 CPR-2 DME-2

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AGREEMENT AND PLAN OF MERGER, dated as of September 4, 2007, among Soo Line Holding Company, a Delaware corporation and an indirect wholly owned subsidiary of the Guarantor ("Parent"), Soo Line Properties Company, a Delaware corporation and a wholly owned subsidiary of Parent ("Purchaser"), Dakota, Minnesota & Eastern Railroad Corporation, a Delaware corporation (the "Company"), solely for the purposes of Article V and Sections 6.03 and 6.12, Canadian Pacific Railway Company, a company organized under the laws of Canada (the "Guarantor"), and, at such time as it is appointed pursuant to Section 6.08(a), the Stockholders' Representative.

WITNESSETH:

WHEREAS, the Boards of Directors of Guarantor, Parent, Purchaser and the Company have each determined that it is in the best interests of their respective stockholders for Parent to acquire the Company upon the terms and subject to the conditions set forth herein;

WHEREAS, the Boards of Directors of Guarantor, Parent, Purchaser and the Company have each approved this Agreement and declared its advisability and approved the merger (the "Merger") of Purchaser with and into the Company in accordance with the terms of this Agreement and the applicable provisions of the General Corporation Law of the State of Delaware (the "DGCL");

WHEREAS, concurrently with the execution and delivery of this Agreement by the parties hereto, the holders of a number of shares of the common stock, par value $0.01 per share, of the Company (the "Shares") sufficient to adopt and approve this Agreement and approve the Merger (the "Requisite Stockholder Approval") are executing and delivering written consents to deliver the Requisite Stockholder Approval;

WHEREAS, the Company has issued the Preferred Stock and the Warrants (each as hereinafter defined);

WHEREAS, the Company has elected to redeem the Preferred Stock in accordance with its terms at the Closing (as hereinafter defined), and Purchaser wishes to fund such redemption, upon the terms and subject to the conditions set forth herein;

WHEREAS, it is intended that the holders of all of the Warrants (as hereinafter defined) will sell such Warrants to the Company at the Effective Time upon the terms and subject to the conditions set forth in the Warrant Purchase Agreement and Purchaser wishes to fund the purchase of such Warrants, upon the terms and subject to the conditions set forth herein;

WHEREAS, in order to induce Guarantor, Parent and Purchaser to enter into this Agreement, it is intended that the holders of Shares and holders of certain of the Warrants will enter into the Termination Agreement (as hereinafter defined) and it is intended that holders of Preferred Stock, Share Units and Options (each as hereinafter defined) will enter into a Release Agreement (as hereinafter defined); and

WHEREAS, the Company is required to satisfy its payment obligations for the Company Options and the Share Units in accordance with the terms thereof at the Closing, and

Purchaser wishes to fund such payment, upon the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements and covenants hereinafter set forth, Guarantor, Parent, Purchaser and the Company hereby agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. Certain Defined Terms. As used in this Agreement, the following terms have the following meanings:

"1994 Bonus Share Plan" means the Company Bonus Share Plan approved and instituted by the Board of Directors of the Company by unanimous resolution dated June 28, 1994.

"2004 Bonus Share Plan" means the Company Bonus Share Plan approved and instituted by the Board of Directors by unanimous resolution dated December 9, 2004.

"Action" means any claim, action, suit, arbitration or proceeding by or before or brought or conducted by any third-party or Governmental Entity, or arbitrator, or any audit or investigation by any Governmental Entity.

"Affiliate" means, when used with respect to a specified Person, another Person that, either directly or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

"Aggregate Closing Consideration" means $1,480,000,000.00.

"Aggregate Strike Price Amount" means the sum of the aggregate exercise price payable in respect of all Shares issuable upon the exercise of each vested and unvested Company Option and each Warrant and the aggregate Base Value of each Share Unit granted under the 2004 Bonus Share Plan.

"Agreement" means this Agreement and Plan of Merger, dated as of August [_], 2007, among Purchaser, Parent and the Company (together with attachments hereto) and all amendments hereto made in accordance with Section 9.10.

"Audited Financial Statements" means the balance sheets, statements of income and statements of cash flows as of the last day of, and for each of, the three most recent calendar years immediately preceding the date hereof, together with the reports thereon by an independent auditor.

"Base Value" means with respect to a Share Unit granted under the 2004 Bonus Share Plan, the base value established for such unit in accordance with the 2004 Bonus Share Plan.

"Bonus Share Plans" means the 1994 Bonus Share Plan and the 2004 Bonus Share Plan.

"Books and Records" means all books of account and other financial records and corporate records pertaining to the Company and the Subsidiaries.

"Business" means the business of the Company and the Subsidiaries as conducted as of the date of this Agreement, including, but not limited to, the railroad business.

"Business Day" means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by law to be closed in the City of New York.

"Capital Expenditures Difference" means the aggregate of the proposed Capital Expenditures, as set forth on Schedule 6.01(b)(vi) of the Disclosure Schedule, for the period beginning on July 1, 2007 through the last day of the calendar month immediately preceding the Closing Date, *less* the actual capital expenditures of the Company during such period (other than any amount for capital expenditures incurred in connection with the Flooding Repair Project).

"Cash" means the total amount of cash and cash equivalents and short-term investments, each of which shall be calculated in accordance with GAAP in a manner consistent with the calculation of the corresponding line items on the Company's Audited Financial Statements for the year ended December 31, 2006, held by the Company and its Subsidiaries as of 12:01 a.m., Central time, on the Closing Date.

"Closing Date" means the date on which the Closing occurs.

"Common Equity Consideration" means the amount equal to (i) the Aggregate Closing Consideration, (ii)(a) if Target Working Capital *less* Estimated Working Capital is a positive number, then *less* such number or (b) if Target Working Capital *less* Estimated Working Capital is a negative number, then *plus* the absolute value of such number, *less* (iii) the Estimated Debt Amount, *less* (iv) the Preferred Redemption Amount, *less* (v) the Consulting Fees Payable, *less* (vi) the Escrow Amount, *less* (vii) the Gross-up Escrow Amount and *plus* (vii) the Aggregate Strike Price Amount and *plus* (ix) an amount equal to the actual capital expenditures of the Company incurred from August 20, 2007 through Closing solely in connection with upgrading the existing bridges and tracks at the Waseca Sub, the Marquette Sub and the Rapid City Sub from 286K standard to 315K standard as part of the Flooding Repair Project, in each case, without duplication.

"Consultants" means any and all consultants (including, without limitation, engineering consultants), financial advisors, accountants, investment bankers or attorneys of the Company and its Subsidiaries in connection with this Agreement and the transactions contemplated hereby or with respect to any transactions considered by the Company or the Subsidiaries as alternatives to the Merger and, solely with respect to the matters set forth in the

Gross-Up Agreement, Kevin Schieffer, and, solely with respect to the matters set forth in the Director Change in Control Agreements, the directors named therein.

"Consulting Fees Payable" means any and all Liabilities of the Company or any of its Subsidiaries to be paid at the Closing for any item set forth on Schedule 1.01(a)(i) and any (i) fees, costs, or expenses of, or amount owing to, any Consultant, or (ii) dataroom and due diligence costs or expenses, in each case incurred by the Company or the Subsidiaries in connection with this Agreement and the transactions contemplated hereby or with respect to any transactions considered by the Company or the Subsidiaries as alternatives to the Merger.

"Control" (including the terms "Controlling," "Controlled by" and "under common Control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities or otherwise.

"Credit Risk Premium" means any Credit Risk Premium (as defined in 49 United States Code 822(f)(3)) paid to the FRA in connection with the FRA Loan and accrued by the Company through the Closing Date.

"Debt Amount" means, as of 12:01 a.m., Central time, on the Closing Date, (i) the principal amount and accrued and unpaid interest outstanding under the FRA Loan, the Fishback Mortgage, the Illinois Rehabilitation Loan, the South Dakota Construction Loan and the Revolver and prepayment and termination costs related thereto, *plus* (ii) capital lease obligations of the Company and its Subsidiaries, calculated in accordance with GAAP in a manner consistent with the calculation of the corresponding line item on the Company's Audited Financial Statements for the year ended December 31, 2006, *plus* (iii) any other Indebtedness not included in clauses (i) and (ii), *minus* (iv) Cash, and (v)(a) if the Capital Expenditures Difference is a positive number, then *plus* such amount or (b) if the Capital Expenditures Difference is a negative number, then *minus* the absolute value of such amount.

"Definitive Agreements" means this Agreement, the Escrow Agreement, the Gross-up Escrow Agreement, the Termination Agreement, the Warrant Purchase Agreement, the Release Agreements and any contracts or agreements executed pursuant or related hereto or thereto, including any documents or certificates delivered pursuant hereto or thereto or to carry out the transactions contemplated under any Definitive Agreement.

"Development Property" means any real property that is, as of the date hereof, in one or more phases of development, including pre-construction, provided that a real property shall cease to be a Development Property at the time such real property becomes a Stabilized Property.

"Disclosure Schedule" means the Disclosure Schedule delivered to Purchaser by the Company pursuant to this Agreement.

"DM&E" means the Dakota, Minnesota & Eastern Railroad Corporation, a Delaware corporation.

"Encumbrance" means any security interest, pledge, mortgage, lien (statutory or other), charge, adverse claim of ownership or use, easement, encroachment, defect in title or other encumbrance of any kind.

"Environment" means surface waters, ground waters, soil, subsurface strata and ambient air.

"Environmental Claims" means actions, suits, demands, claims, notices of noncompliance, proceedings, consent orders or consent agreements relating to Environmental Laws, Environmental Permits or Hazardous Materials.

"Environmental Law" means any applicable Law relating to protection of the environment.

"Environmental Permit" means any permit, approval, identification number, license or other authorization required under any applicable Environmental Law.

"Equityholders" means the holders of Shares, Share Units, Warrants and Company Options, in each case outstanding immediately prior to the Effective Time.

"Equityholder's Percentage" means, except as set forth on Schedule 1.01(a)(iii), as to any holder of Shares, Share Units, Company Options or Warrants, in each case outstanding immediately prior to the Effective Time, the percentage as determined in good faith by the Stockholders' Representative in accordance with the way that a marginal dollar of Per Share Merger Consideration would be allocated to such holder under Section 3.01(a), Section 3.02 and Section 3.05; provided that the aggregate Equityholder's Percentage for all holders of Shares, Share Units, Company Options and Warrants shall total one hundred percent (100%), and provided further that such Equityholder's Percentages may be adjusted from time to time upon certification by the Stockholders' Representative that a transfer of the right, title and interest in an Equityholder's Percentage has occurred in accordance with any plan approved by a majority of the Equityholders. The Equityholder's Percentages for the Equityholders as of the date of this Agreement are set forth in Schedule 4.03 of the Disclosure Schedule.

"Escrow Agreement" means the Escrow Agreement, initially dated as of a date prior to the Closing Date, between the Company, Parent, Purchaser and a commercial bank or trust company having net capital of not less than $250 million, as escrow agent, to be mutually agreed upon by Parent and the Company.

"Expected Withholding Tax" means (i) any Tax that would not have been imposed but for the failure of the payee to provide a properly completed and executed IRS Form W-9, or otherwise to establish an exemption from U.S. backup withholding tax, or the failure of the payee to provide a properly completed and executed IRS Form W-8 BEN and (ii) any applicable withholding Tax on compensation for services rendered to the Company or its Subsidiaries by employees, independent contractors or consultants.

"Financial Agreement" means the Financial Agreement dated November 22, 1993 between the Company and the Chicago & North Western Transportation Company, predecessor in interest to Union Pacific Railroad Company.

"FIRPTA Report" means a report, prepared by FMV Opinions, Inc., providing an opinion of the fair market value of the real property and total assets of the Company as of December 31st of years 2002-2006 and as of the Closing Date or as close thereto as practicable, in all cases determined in accordance with applicable regulations under Section 897 of the Internal Revenue Code.

"Fishback Mortgage" means the Mortgage Agreement, dated as of April 15, 2003, between the Company and Fishback Financial Corporation.

"Flooding Repair Project" means the construction and other work necessary to repair flooding damage to the Waseca Sub, the Marquette Sub and the Rapid City Sub as described on Schedule 4.08(a)(viii) and such other construction and other work as may be determined by the Company to be necessary to repair such flooding damage, including to make upgrades as necessary to achieve 315K standards.

"FRA Loan" means the Financing Agreement, dated as of December 16, 2003, among the Company, Iowa, Chicago & Eastern Railroad Corporation and the United States of America, represented by the Secretary of Transportation acting through the Administrator of the Federal Railroad Administration, as amended by Amendment No. 1 thereto, dated July 20, 2004 and as further amended by Amendment No. 2 thereto, dated as of February 21, 2007.

"Future Consulting Fees" means any and all Liabilities of the Company or any of its Subsidiaries (or the Surviving Corporation on behalf of the Company) not paid at the Closing or arising after the Closing for (i) any item set forth on Schedule 1.01(a)(ii), (ii) fees, costs, or expenses of, or amount owing to, any Consultant, or (iii) dataroom and due diligence costs or expenses, in each case incurred by the Company in connection with this Agreement and the Merger and the transactions contemplated hereby or with respect to any transactions considered by the Company or the Subsidiaries as alternatives to the Merger except (x) amounts payable in connection with the Construction Milestone Payment, the Coal Milestone Payment, the Final Adjustment Amount and the Transfer described in Section 2.02(e), and (y) amounts payable to the Consultants to the extent such amounts, fees, costs or expenses are incurred as a result of any engagement initiated by or on behalf of, or instructions from or for the benefit of, the Company or the Surviving Corporation following the Closing.

"GAAP" means United States generally accepted accounting principles in effect from time to time applied consistently throughout the period involved.

"Governmental Entity" means any United States or foreign federal, national, supra-national, state, provincial, or local government, governmental, regulatory, self-regulatory or administrative authority, agency or commission or any court, tribunal or judicial or arbitral body or political or other subdivision, department or branch of any of the foregoing.

"Governmental Order" means any order, judgment, injunction, decree, stipulation, determination or award entered, issued or made by or with any Governmental Entity.

"Gross-up Agreement" means the Withholding Tax Gross-up Agreement, dated as of the date of this Agreement, between Kevin Schieffer and the Company, which agreement shall

be amended and modified by the parties thereto after the date hereof to the extent reasonably necessary to reflect the principles set forth on Schedule 6.14 of the Disclosure Schedule.

"Hazardous Materials" means (a) those substances regulated under the United States Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Clean Water Act and the Clean Air Act; (b) petroleum and petroleum products, radioactive materials and polychlorinated biphenyls; and (c) chemicals or substances regulated as toxic or hazardous under any applicable Environmental Law.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations thereunder.

"ICCTA" means the ICC Termination Act of 1995.

"IC&E" means the Iowa, Chicago & Eastern Railroad Corporation, a Delaware corporation.

"Illinois Rehabilitation Loan" means the Track Rehabilitation Loan Agreement, dated as of June 26, 1992, between the Company, as the successor to the Soo Line Railroad Company, and the State of Illinois, acting by and through its Department of Transportation.

"Indebtedness" means, with respect to any Person, (a) all indebtedness of such Person, whether or not contingent, for borrowed money and prepayment and termination costs related thereto, (b) all obligations of such Person for the deferred purchase price of property or services (including the aggregate principal amount thereof and the aggregate amount of any accrued but unpaid interest thereon), (c) all obligations of such Person evidenced by notes, bonds, debentures or other similar instruments and prepayment and termination costs related thereto, (d) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property), (e) all obligations of such Person as lessee under leases that have been or should be, in accordance with GAAP, recorded as capital leases, (f) all obligations, contingent or otherwise, of such Person under acceptance, letter of credit (other than the Letter of Credit) or similar facilities or in respect of interest rate and currency obligation swaps, hedges or similar arrangements and prepayment and termination costs related thereto, (g) all obligations of such Person to purchase, redeem, retire, defease or otherwise acquire for value any capital stock of such Person or any warrants, rights or options to acquire such capital stock, valued, in the case of redeemable preferred stock, at the greater of its voluntary or involuntary liquidation preference plus accrued and unpaid dividends, other than the Preferred Stock, the Company Options and the Warrants, (h) all Indebtedness of others referred to in clauses (a) through (g) above guaranteed directly or indirectly in any manner by such Person, or in effect guaranteed directly or indirectly by such Person through any agreement and (i) all Indebtedness referred to in clauses (a) through (g) above secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Encumbrance on property (including accounts and contract rights) owned by such Person, even though such Person has not assumed or become liable for the payment of such Indebtedness.

"Intellectual Property" means all patents, copyrights, software, service marks. domain names, trade dress and trade secrets.

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

"IRS" means the United States Internal Revenue Service.

"knowledge of the Company" means the actual knowledge, after due inquiry, of Kevin V. Schieffer, Kurt V. Feaster, Lynn A. Anderson, J. Ed Terbell, Mike Ball, John Brooks, Randy H. Henke, Daniel L. Goodwin, Steve O. Scharnweber, Clyde F. Mittleider and Ray Gigear.

"Land Holdings" means any real property that is unimproved and not a Development Property.

"Law" means any United States or foreign federal, national, supra-national, state, provincial, local, municipal or similar constitution, statute, law, ordinance, regulation, rule, code, order, requirement or rule of law (including any rules of any self-regulatory organization, securities exchange or clearinghouse or common law).

"Letter of Credit" means the Irrevocable Standby Letter of Credit Number SCL SCL011670 issued by National City Bank, as amended through July 21, 2006, in favor of KM Strategic Investments, LLC, in the amount of $10,000,000 as of the date of this Agreement.

"Liabilities" means any and all debts, liabilities and obligations, whether accrued or fixed, absolute, matured or determined.

"Licenses" means all of the licenses, permits, franchises and other governmental authorizations required under any Law for the operation of the Business.

"Material Adverse Effect" means any condition, change, circumstance, or effect (or any development that would result in any condition, change, effect or circumstance) that, individually or in the aggregate with all other changes, circumstances, or effects, is, or would reasonably be expected to be, materially adverse to the financial condition or results of operations of the Company and the Subsidiaries, taken as a whole, except for any such changes or effects resulting from (i) changes or effects affecting the securities markets generally or changes in general economic, regulatory or political conditions or other changes that affect the railroad or coal industries in general, (ii) any action taken pursuant to or in accordance with this Agreement, (iii) changes caused by acts of terrorism or war (whether or not declared) occurring after the date of this Agreement, (iv) the consummation of this Agreement or the transactions contemplated hereby or the announcement of the execution thereof and (v) any uninsured damage resulting from the flood conditions affecting the Waseca Sub, the Marquette Sub and the Rapid City Sub since August 2007 and so long as such uninsured damage does not exceed $10,000,000, except, with respect to the foregoing clauses (i) through (iii), to the extent that such changes, effects, or actions have a disproportionate effect on the Company and the Subsidiaries, taken as a whole, relative to other participants in the industries in which the Company and the Subsidiaries operate.

"New Construction" means the construction and operation of a new line of railroad that extends between the existing lines of the DM&E and coal mines in the Powder River Basin area of Wyoming, as defined in STB Finance Docket No. 33407, or as my be modified by Parent or its Affiliates (or its or their transferees, successors and assigns) from time to time.

"Off-the-Shelf Software" means any and all Company Software that is commercially available off-the-shelf Software and (i) is not material to the Company or any Company Subsidiary, (ii) has not been modified or customized for the Company or any Company Subsidiary, and (iii) is licensed to the Company or any Company Subsidiary for a one-time or annual fee of $10,000 or less.

"Permitted Encumbrances" means such of the following as to which no enforcement, collection, execution, levy or foreclosure proceeding shall have been commenced: (a) liens for Taxes not yet due and payable or the validity of which is being contested in good faith; (b) Encumbrances imposed by law, such as materialmen's, mechanics', workmen's, repairmen's, warehousemen's and carrier's liens and other similar liens arising in the ordinary course of business for sums not due and payable; (c) pledges or deposits to secure obligations under workers' compensation Laws or similar legislation or to secure public or statutory obligations under applicable Law; and (d) survey exceptions, reciprocal easement agreements and other customary encumbrances on title to real property that (i) were not incurred in connection with any Indebtedness and (ii) do not, individually or in the aggregate, materially adversely affect the use of such property.

"Person" means any individual, partnership, firm, corporation, association, trust, limited liability company, unincorporated organization, a Governmental Entity or other entity, as well as any syndicate or group that would be deemed to be a person under Section 13(d)(3) of the Securities Exchange Act of 1934, as amended.

"PRB Expansion" means the New Construction and the improvements or rehabilitation to the rail lines of the Company and its Subsidiaries reasonably relating thereto and the entering into of mine access agreements as referenced in Section 3.05(b)(i) of the Disclosure Schedule.

"Preferred Redemption Amount" means the amount, including accrued and unpaid dividends (whether or not declared) or similar amounts, required to be paid to the holders of the Preferred Stock to redeem the Preferred Stock pursuant to the terms of the Preferred Stock at the Effective Time.

"Preferred Stock" means, collectively, the Company's (i) Series A preferred stock, par value $1.00 per share, (ii) Series B preferred stock, par value $1.00 per share, (iii) Series C preferred stock, par value $1.00 per share, (iv) the Series C-1 preferred stock, par value $1.00 per share, and (v) the Series D preferred stock, par value $1.00 per share.

"Purchaser Disclosure Schedule" means the Disclosure Schedule delivered to the Company by the Purchaser pursuant to this Agreement.

"Real Property" means any material real property owned or leased by the Company and the Subsidiaries.

"Release" means disposing, discharging, injecting, spilling, leaking, leaching, dumping, emitting, escaping, emptying, seeping, placing and the like into or upon any land or water or air or otherwise entering into the Environment.

"Release Agreement" means the agreement in form of Exhibit A to be executed by holders of Preferred Stock and holders of Share Units and Options.

"Remedial Action" means all action to (a) clean up, remove, treat or handle in any other way Hazardous Materials in the Environment; (b) prevent the Release of Hazardous Materials so that they do not migrate, endanger or threaten to endanger public health or the Environment; or (c) perform remedial investigations, feasibility studies, corrective actions, closures and post-remedial or post-closure studies, investigations, operations, maintenance and monitoring.

"Revolver" means the Loan Agreement, dated as of December 16, 2003, by and among the Company, IC&E and National City Bank.

"Share Unit" means a credit to the plan account of a participant in the applicable Bonus Share Plan entitling such participant to receive (i) a payment based on the fair market value of one Share upon settlement, in the case of the 1994 Bonus Share Plan or (ii) a payment based on the difference between the fair market value of one Share and such Share Unit's Base Value upon settlement, in the case of the 2004 Bonus Share Plan.

"South Dakota Construction Loan" means the Loan Agreement, dated as of August 12, 2005, between the Company and Brookings County Railroad Authority and the State of South Dakota.

"Stabilized Property" means any real property that is improved and (i) is 90% leased or (ii) one year has elapsed since a certificate of occupancy has been issued with respect to such real property.

"STB" means the Surface Transportation Board or any successor agency.

"Stockholders' Agreement" means the Stockholders' Agreement, dated September 3, 1986, as amended.

"Subsidiaries" means Cedar American Rail Holdings, Inc., a Delaware corporation, the IC&E, and Wyoming Dakota Railroad Properties, Inc., a Delaware corporation.

"Tangible Personal Property" means all machinery, equipment, tools, supplies, furniture, fixtures, personalty, vehicles, rolling stock and other tangible personal property used in the Business.

"Target Working Capital" means -$40,010,843 (deficit of $40,010,843).

"Tax" or "Taxes" means (i) any and all income, gross receipts, sales, use, employment, franchise, profits, property or other taxes, duties, assessments or other governmental charges in the nature of a tax (whether payable directly or by withholding), together with any interest and any penalties, additions to tax or additional amounts imposed by any taxing authority with respect thereto and (ii) any liability of the Company or any of its Subsidiaries for the payment of amounts determined by reference to amounts described in clause (i) as a result of being a member of an affiliated, consolidated, combined or unitary group, or as a result of any obligation of the Company or any of its Subsidiaries under any Tax sharing agreement or arrangement.

"Tax Return" means any report, return, declaration or other filing required to be supplied to any taxing authority with respect to Taxes including any amendments thereto.

"Termination Agreement" means the agreement entered into in connection with this Agreement in the form of Exhibit B hereto among holders of Shares, certain holders of Warrants and the Company.

"Unaudited Financial Statements" means the unaudited balance sheet, statement of income and statement of cash flow of the Company as of July 31, 2007.

"Warrants" means, collectively, the outstanding and unexpired warrants to purchase Shares issued by the Company set forth on Schedule 4.03 of the Disclosure Schedule.

"Warrant Purchase Agreement" means the Warrant Purchase Agreement, dated as of the date hereof, among the Company and each of the Sellers (as defined therein) in the form of Exhibit C hereto pursuant to which each of the Sellers has agreed to surrender to the Company at the Effective Time the Warrants held by such Seller in exchange for the applicable amount of the Option/Warrant Merger Consideration.

"Working Capital" means, as of a particular time, (a) (i) current assets (other than Cash, income taxes receivable and any deferred income taxes receivable) *less* (ii) Future Consulting Fees, to the extent not already reflected in current liabilities, *less* (iii) current liabilities other than deferred income Taxes payable, including, to the extent they have not been paid by the Company or arrangements have not been made for payment at the Closing by the Paying Agent on behalf of the Company, payroll, excise and similar Taxes arising as a result of the transactions contemplated by this Agreement and all change in control payments or deal/transaction bonuses paid or payable in connection with the transactions contemplated herein (other than current maturities of long-term debt, interest payable, Consulting Fees Payable and Future Consulting Fees) of the Company and its consolidated Subsidiaries, as of such time, in each case calculated in accordance with GAAP in a manner consistent with the calculation of the corresponding line items on the Company's Audited Financial Statements for the year ended December 31, 2006, *less* (iv) all costs and expenses to be incurred after the Closing for any work related to the Flooding Repair Project (other than the costs and expenses of upgrading the existing bridges and tracks at the Waseca Sub, the Marquette Sub and the Rapid City Sub from 286K standard to 315K standard as part of the Flooding Repair Project), and *plus* (v) all payments or other reimbursements to the Company from insurance carriers with respect to the Flooding Repair Project received, or reasonably expected to be received, after the Closing. For

purposes of determining Working Capital, (i) inventory shall not include any item in existence on December 31, 2006 but excluded from inventory in the December 31, 2006 Audited Financial Statements, (ii) prepaid expenses shall not include any expense category not set forth in the December 31, 2006 Audited Financial Statements, (iii) any cash payment or Liability (whether accrued, absolute, contingent or otherwise) arising specifically from the Company's termination of any capital lease at the request of Parent or Purchaser pursuant to Section 6.13(a) shall be excluded from Working Capital and (iv) any amounts paid or payable pursuant to the Gross-Up Agreement shall not be included in such determination.

(b) Unless otherwise specified herein, all references to "dollars" or "$" shall be deemed to be references to United States Dollars.

SECTION 1.02. Other Defined Terms. The following terms have the meanings defined for such terms in the Sections set forth below:

Term	Section
280G Amounts	3.06(e)
280G Report	3.06(e)
409A Amounts	3.06(f)
Adjustment	3.01(d)
Applicable Contracts	6.13(b)
Benefit Plans	4.09(a)
Budgets	4.07(c)
Certificate of Merger	2.02(a)
Certificates	3.03(b)
Claim	6.11(b)
Closing	2.02(a)
Closing Date Payment Schedule	2.02(b)
Coal Milestone Payments	3.05(b)(ii)
Company	Recital
Company Intellectual Property	4.16
Company Licenses	4.06(a)
Company Option	3.02(b)
Construction Conditions	3.05(b)(i)
Construction Milestone Payment	3.05(b)(i)
Debt Payment Amount	2.02(a)
Determination Date	3.05(a)
DGCL	Recital
Disputed Pre-Closing Working Capital Amount	3.04(a)
DM&E	1.01
Effective Time	2.02(a)
Emergency Tonnage	3.03(b)(iii)
ERISA	4.09(a)
Escrow Account	2.02(b)
Escrow Amount	2.02(b)
Estimated Debt Amount	3.04(a)
Estimated Working Capital	3.04(a)

Term	Section
Estimated Working Capital Statement	3.04(a)
Fifth Milestone Payment	3.05(b)(ii)
Final Adjustment Amount	3.05(a)
Final Debt Amount	3.04(c)
Final Working Capital	3.04(c)
First Milestone Payment	3.05(b)(ii)
FIRPTA Amount	3.06(d)
Fourth Milestone Payment	3.05(b)(ii)
Gross-up Escrow Account	2.02(b)
Gross-up Escrow Agreement	2.02(b)
Gross-up Escrow Amount	2.02(b)
Guarantor	Recital
Guaranteed Obligations	6.12
Holders	3.03(a)
Incumbent Carrier	3.05(b)(ii)
Indemnified Parties	6.07(b)
Independent Accounting Firm	3.04(d)
IRS Notice	3.06
Koch Transaction	6.11(c)
LC Amount	6.11(c)
Letter	3.03(b)
Loss	6.11(b)
Material Contracts	4.13(a)
Merger	Recital
Milestone Statement	3.05(b)(iii)
Non-Releasing Equityholder	6.11(a)
Non-Releasing Equityholder Indemnity Amount	6.11(a)
Notice of Disagreement	3.05(b)(iii)
Option/Warrant Merger Consideration	3.02(b)
Parent	Recital
Paying Agent	3.03(a)
Paying Equityholder	6.08(b)
Per Share Merger Consideration	3.01(a)
Purchaser	Recital
Required Equityholders	6.08(c)
Requisite Stockholder Approval	Recital
Restricted Equityholder	3.05(b)(iii)
Second Milestone Payment	3.05(b)(ii)
Shares	Recital
Sixth Milestone Payment	3.05(b)(ii)
Stockholders' Representative	6.08(a)
Stockholders' Representative's Losses	6.08(b)
Surviving Corporation	2.03
Termination Date	8.01(a)
Third Milestone Payment	3.05(b)(ii)

Term	Section
Tonnage Condition	3.05(b)(ii)
Track Maintenance Agreement	6.11(c)
Transfer	2.02(f)
Voting Trust	2.06
Voting Trust Agreement	2.06
WARN Act	4.09(f)
Working Capital Statement	3.04(b)

ARTICLE II

CERTAIN PAYMENTS; THE MERGER

SECTION 2.01. The Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the DGCL, at the Effective Time Purchaser shall be merged with and into the Company.

SECTION 2.02. Closing. (a) Subject to Section 6.13, as promptly as practicable after all of the conditions set forth in Article VII have been satisfied or, if permissible, waived, the parties hereto shall cause the Merger to be consummated by filing a certificate of merger (the "Certificate of Merger") with the Secretary of State of the State of Delaware, in such form as is required by, and executed in accordance with, the relevant provisions of the DGCL (the date and time of such filing of the Certificate of Merger (or such later time as may be agreed by each of the parties hereto and specified in the Certificate of Merger) being the "Effective Time"). Immediately prior to such filing of the Certificate of Merger a closing (the "Closing") shall be held at the offices of Shearman & Sterling LLP, 599 Lexington Avenue, New York, New York or such other office as the Company and Purchaser may mutually agree upon in writing.

(b) At the Closing, and immediately prior to the Effective Time, Parent or Purchaser shall (i) deliver to the Company (A) the Preferred Redemption Amount and (B) an amount equal to any outstanding Indebtedness of the Company and its consolidated Subsidiaries which will be, or may become, payable as a result of the consummation of the transactions contemplated by this Agreement (the "Debt Payment Amount"), (ii) deliver to the Paying Agent, (A) an amount equal to the consideration to which the holders of Shares become entitled pursuant to Section 3.01(a) hereof *less* such holders' proportional share of the aggregate Equityholder's Percentage of the Escrow Amount, (B) an amount equal to the Consulting Fees Payable, and (C) an amount equal to the consideration to which the holders of Share Units, Company Options and Warrants become entitled pursuant to Section 3.02 hereof *less* such holders' such holders' proportional share of the aggregate Equityholder's Percentage of the Escrow Amount and (iii) deposit or cause to be deposited (by wire transfer of immediately available funds) cash in the amount of (A) $10,000,000, as such amount may be adjusted in accordance with Section 3.04(a) (the "Escrow Amount"), in an account (the "Escrow Account") maintained pursuant to the Escrow Agreement to be entered into prior to Closing by Parent, Purchaser, the Company and the Stockholders' Representative which Escrow Agreement shall provide that any interest and other income resulting from the investment of the Escrow Amount

by the escrow agent shall be held in the Escrow Account and shall be disbursed from the Escrow Account in accordance with this Agreement and (B) $7,500,000 (the "Gross-up Escrow Amount"), in an account (the "Gross-up Escrow Account") designated by Purchaser and maintained pursuant to the Gross-up Escrow Agreement (the "Gross-up Escrow Agreement ") to be entered prior to the Closing by the Company, Kevin Schieffer, the Stockholders' Representative and Purchaser, which Gross-up Escrow Agreement shall provide that any interest and other income resulting from the investment of the Gross-up Escrow Amount by the escrow agent designated by Parent shall be held in the Gross-up Escrow Account and shall be disbursed from the Gross-up Escrow Account in accordance with the Gross-up Agreement. The amounts described in clauses (i) and (ii) of this Section 2.02(b), and the calculations thereof, shall be specified in a certificate of an officer of the Company delivered to Purchaser seven Business Days prior to the Closing (the "Closing Date Payment Schedule"). The Closing Date Payment Schedule shall be prepared in good faith and shall include reasonable documentation supporting the amounts set forth thereon. If Purchaser notifies the Company at least five Business Days prior to the Closing that it disagrees with the Closing Date Payment Schedule, the parties hereto shall use commercially reasonable best efforts to reach an agreement on such disputed items and amend the Closing Date Payment Schedule to reflect such agreement. The amounts reflected on the Closing Date Payment Schedule, as amended (if applicable), shall be paid as described above by wire transfer in immediately available funds to the accounts designated at least two Business Days prior to the Closing by the Company in a written notice to Purchaser.

(c) At the Closing, and immediately prior to the Effective Time, the Company shall redeem all of the Preferred Stock in accordance with the terms of the Preferred Stock, and the Company shall withhold and retain for further payment to the applicable Governmental Authority any applicable withholding Taxes in accordance with Section 3.06.

(d) At the Closing, and immediately prior to the Effective Time, the Company shall pay the Debt Payment Amount to the applicable creditors in the amounts set forth in the Closing Date Payment Schedule.

(e) No less than five Business Days prior to the Closing, the Company shall deliver to Purchaser an updated version of Schedule 4.03, which shall be true and correct as of the Closing Date. The Company shall reasonably consider any changes thereto requested by Parent prior to Closing.

(f) At the Closing, the Company shall sell, transfer and assign ("Transfer") all of its right, title and interest in and to the Credit Risk Premium to an entity to be designated by the Stockholders' Representative. Following the Closing, Parent shall, and shall cause the Surviving Corporation, Parent and its Affiliates, to cooperate with the Stockholders' Representative and the entity to which the Credit Risk Premium is intended to be sold, transferred and assigned pursuant to the foregoing sentence to give effect to such sale, transfer and assignment and, if the Company is unable to Transfer the Credit Risk Premium to such entity at the Closing, then the Surviving Corporation shall use its commercially reasonable best efforts, at no cost or expense to the Surviving Corporation or any of its Affiliates and as the Stockholders' Representative may reasonably request, to take such actions as are necessary to provide such entity with the economic benefits of the ownership of the Credit Risk Premium. The Stockholders' Representative shall reimburse Parent and its Affiliates for all costs and

expenses incurred in connection therewith and the Stockholders' Representative shall indemnify and hold Parent and its Affiliates harmless from and against all Losses related thereto.

SECTION 2.03. Effect of the Merger. As a result of the Merger, the separate corporate existence of Purchaser shall cease and the Company shall continue as the surviving corporation of the Merger (the "Surviving Corporation"). At the Effective Time, the effect of the Merger shall be as provided in the applicable provisions of the DGCL. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the property, rights, privileges, powers and franchises of the Company and Purchaser shall vest in the Surviving Corporation, and all debts, liabilities, obligations, restrictions, disabilities and duties of the Company and Purchaser shall become the debts, liabilities, obligations, restrictions, disabilities and duties of the Surviving Corporation.

SECTION 2.04. Certificate of Incorporation; By-Laws.

(a) At the Effective Time, the Certificate of Incorporation of the Surviving Corporation shall be amended in its entirety to read as the certificate of incorporation of Purchaser in effect immediately prior to the Effective Time, until thereafter changed or amended as provided therein or by applicable law.

(b) Unless otherwise determined by Parent prior to the Effective Time, at the Effective Time, the By-laws of the Surviving Corporation shall be amended and restated in their entirety to read as the bylaws of Purchaser as in effect immediately prior to the Effective Time, until thereafter changed or amended as provided therein or by applicable law.

SECTION 2.05. Directors and Officers. The director or directors identified to the Company by Parent at least three (3) Business Days prior to the Closing Date shall be the initial directors of the Surviving Corporation, each to hold office in accordance with the Certificate of Incorporation and By-laws of the Surviving Corporation, and the officers of the Company immediately prior to the Effective Time shall be the initial officers of the Surviving Corporation, in each case until their respective successors are duly elected or appointed and qualified or until the earlier of their death, resignation or removal.

SECTION 2.06. Voting Trust. Immediately following the Effective Time, the shares of the common stock, par value $.01 per share, of the Surviving Corporation shall be deposited into a voting trust (the "Voting Trust") in accordance with the terms and conditions of a voting trust agreement (the "Voting Trust Agreement"), which agreement shall be in form and substance reasonably acceptable to Purchaser and to the STB.

ARTICLE III

MERGER CONSIDERATION

SECTION 3.01. Conversion of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of Purchaser, the Company or the holders of any of the following securities:

(a) Each issued and outstanding Share immediately prior to the Effective Time (other than any Shares to be canceled pursuant to Section 3.01(b)) shall cease to be outstanding and be canceled and shall be converted automatically into the right to receive such holders' proportional share of the aggregate Equityholder's Percentage of the Escrow Account, as set forth in Section 3.04, and the Gross-up Escrow Account, as set forth in Section 3.06(g), and any Construction Milestone Payment and any Coal Milestone Payments as set forth in Section 3.05, plus an amount in cash, equal to the quotient obtained dividing (i) the Common Equity Consideration by (ii) the sum of (A) the number of Shares outstanding immediately prior to the Effective Time (but after giving effect to Section 3.01(b)), (B) the number of Share Units outstanding immediately prior to the Effective Time, (C) the number of Shares represented by the Company Options and (D) the number of Shares issuable in respect of the Warrants, without interest (the "Per Share Merger Consideration"), to the holder of such Shares, upon surrender, in the manner provided in Section 3.03, of the certificate that formerly evidenced such Share, in all cases less any applicable withholding Taxes in accordance with Section 3.06;

(b) Each Share held in the treasury of the Company and each Share owned by Purchaser, Parent, Guarantor or any direct or indirect wholly owned subsidiary of Guarantor or of the Company immediately prior to the Effective Time shall be canceled without any conversion thereof and no payment or distribution shall be made with respect thereto;

(c) Each share of common stock, par value $.01 per share, of Purchaser issued and outstanding immediately prior to the Effective Time shall be converted into and exchanged for one validly issued, fully paid and nonassessable share of common stock, par value $.01 per share, of the Surviving Corporation; and

(d) If, between the date of this Agreement and the Effective Time, there is a recapitalization, reclassification, stock split, stock dividend, subdivision, combination or exchange of shares with respect to, or rights issued in respect of, the Shares (each, an "Adjustment"), the Per Share Merger Consideration shall be adjusted accordingly, without duplication, to provide the holders of Shares with the same economic effect as contemplated by this Agreement prior to such Adjustment.

SECTION 3.02. Share Units; Company Options; Warrants.

(a) Except as set forth in Schedule 3.02(a), each holder of a Share Unit that is outstanding as of the Effective Time shall be entitled to receive such holders' proportional share of the aggregate Equityholder's Percentage of the Escrow Account, as set forth in Section 3.04, and the Gross-up Escrow Account, as set forth in Section 3.06(g), and any Construction Milestone Payment and any Coal Milestone Payments as set forth in Section 3.05, if any, and shall be paid by the Paying Agent, on behalf of the Surviving Corporation, in exchange for the cancellation of such Share Unit, an amount in cash, without interest, in each case less any applicable withholding Taxes in accordance with Section 3.06, which applicable withholding Taxes shall be paid to the Surviving Corporation immediately after being so withheld for further payment to the applicable Governmental Entity, equal to, as applicable, (i) with respect to Share Units granted under the 1994 Bonus Share Plan, the product of (a) the Per Share Merger Consideration and (b) the aggregate number of such holder's Share Units or (ii) with respect to Share Units granted under the 2004 Bonus Share Plan, (A) the product of (1) the Per Share

Merger Consideration and (2) the aggregate number of such holder's Share Units *less* (B) the aggregate Base Value for such holder's Share Units.

(b) Each holder of (i) a vested or unvested option to purchase Shares (a "Company Option") or (ii) a Warrant, in each case outstanding at the Effective Time, shall be entitled to receive such holders' proportional share of the aggregate Equityholder's Percentage of the Escrow Account, as set forth in Section 3.04, and the Gross-up Escrow Account, as set forth in Section 3.06(g), and any Construction Milestone Payment and any Coal Milestone Payments as set forth in Section 3.05, if any, and shall be paid by the Paying Agent, on behalf of the Surviving Corporation, in exchange for the cancellation of such Company Option or Warrant, an amount in cash, without interest, in each case less any applicable withholding Taxes in accordance with Section 3.06, which applicable withholding Taxes shall be paid to the Surviving Corporation immediately after being so withheld for further payment to the applicable Governmental Entity, equal to the product of (x) the number of Shares subject to such Company Option or Warrant, as applicable, and (y) the excess of (1) the Per Share Merger Consideration over (2) the exercise price per Share issuable upon the exercise of such Company Option or Warrant, as applicable (the aggregate amount of which is the "Option/Warrant Merger Consideration").

SECTION 3.03. Surrender of Shares; Stock Transfer Books.

(a) At least fifteen Business Days prior to the Effective Time, the Company shall designate a bank or trust company reasonably acceptable to Purchaser to act as agent (the "Paying Agent") for (i) the holders of Shares, Share Units, Company Options and Warrants (the "Holders") to receive the funds to which such Holders shall become entitled pursuant to Section 3.01(a) and Section 3.02 and (ii) the Consulting Fees Payable to which any Consultants shall become entitled upon consummation of the Merger. Except as provided in Section 3.03(b) below, such funds shall be invested by the Paying Agent as directed by Parent; provided, that such investments shall be in obligations of or guaranteed by the United States of America or of any agency thereof and backed by the full faith and credit of the United States of America, in commercial paper obligations rated A-1 or P-1 or better by Moody's Investors Service, Inc. or Standard & Poor's Corporation, respectively, or in deposit accounts, certificates of deposit or banker's acceptances of, repurchase or reverse repurchase agreements with, or Eurodollar time deposits purchased from, commercial banks with capital, surplus and undivided profits aggregating in excess of $1 billion (based on the most recent financial statements of such bank which are then publicly available at the SEC or otherwise).

(b) At least ten Business Days prior to the Effective Time, the Company shall cause the Paying Agent to deliver to each person who is, as of such date, (i) a Holder entitled to receive the Per Share Merger Consideration pursuant to Section 3.01(a) or Section 3.02 a form of letter of transmittal reasonably acceptable to Purchaser (which shall specify, in the case of a Holder of Shares, that delivery shall be effected, and risk of loss and title to the certificates evidencing such Shares (the "Certificates") shall pass, only upon proper delivery of the Certificates to the Paying Agent) and instructions for use in effecting the surrender of the Certificates and, if applicable, evidencing ownership of Share Units, Company Options and Company Warrants pursuant to such letter of transmittal and (ii) a Consultant entitled to receive any Consulting Fees Payable a letter of instruction (together with the letter of transmittal, a

"Letter") for payment of the applicable Consulting Fee Payable to the Consultant. Upon delivery to the Paying Agent of a Letter duly completed and validly executed in accordance with the instructions thereto, together with (A) as applicable, Certificates or evidence of ownership of Share Units, Company Options and Company Warrants, (B) with respect to each Equityholder, each Release and/or Termination Agreement to which such Equityholder is to be a party, and (C) such other documents as may be required pursuant to such instructions, (1) the Holder shall be entitled to receive in exchange for its Certificates, Share Units, Company Options or Company Warrants (or appropriate evidence of the ownership thereof) the Per Share Merger Consideration for each Share formerly evidenced by such Certificate, Share Units, Company Options or Warrants (in each case after giving effect to any required withholding Tax in accordance with Section 3.06, which applicable withholding Taxes shall be paid to the Surviving Corporation immediately after being so withheld for further payment to the applicable Governmental Entity) and such Certificates, Share Units, Company Options or Company Warrants shall then be canceled and (2) a Consultant shall be entitled to receive its applicable Consulting Fee Payable. Notwithstanding the foregoing, the aggregate Per Share Merger Consideration to which Globe Investments, Martin Curie Capital Return Trust PLC (F&C Asset Management PLC), Electra Investment Trust PLC, Hoare Govett Nominees Limited, Candover Investments PLC and Sun Alliance Trust Co. LTD become entitled to receive at the Closing under this Agreement shall be reduced by the amount of any payment with respect to the FIRPTA Report, estimated to be $555,000.00. No interest shall accrue or be paid on the Per Share Merger Consideration or Consulting Fees Payable. The Company shall cause the Paying Agent to pay by wire transfer on the Closing Date the amount that a Holder is entitled to receive pursuant to Section 3.01(a) or Section 3.02 or that a Consultant is entitled to receive to any such Holder or Consultant who delivers to the Paying Agent, at least two Business Days prior to the Effective Time, the documentation required by the first two sentences of this Section 3.03(b), together with wire instructions for such holder's account. If the payment equal to the Per Share Merger Consideration is to be made to a person other than the person in whose name the surrendered certificate formerly evidencing Shares is registered on the stock transfer books of the Company, it shall be a condition of payment that the Certificate or evidence of ownership of Share Units, Company Options or Warrants so surrendered shall be endorsed properly or otherwise be in proper form for transfer and that the person requesting such payment shall have paid all transfer and other Taxes required by reason of the payment of the Per Share Merger Consideration to a person other than the registered holder of the certificate surrendered, or shall have established to the satisfaction of the Surviving Corporation that such Taxes either have been paid or are not applicable. If any Holder is unable to surrender such holder's Certificates, Share Units, Company Options or Company Warrants because such Certificates, Share Units, Company Options or Company Warrants have been lost, mutilated or destroyed, such holder may deliver in lieu thereof an affidavit and indemnity bond in form and substance and with surety reasonably satisfactory to the Surviving Corporation.

(c) At any time following the sixth month after the Effective Time, the Surviving Corporation shall be entitled to require the Paying Agent to deliver to it any funds which had been made available to the Paying Agent and not disbursed to Holders or Consultants (including, without limitation, all interest and other income received by the Paying Agent in respect of all funds made available to it) together with any applicable withholding Taxes withheld and not yet paid to the Surviving Corporation, and, thereafter, such Holders and Consultants shall be entitled to look to the Surviving Corporation (subject to abandoned

property, escheat and other similar laws) only as general creditors thereof with respect to any Per Share Merger Consideration or Consulting Fees Payable that may be payable under this Section 3.03. Notwithstanding the foregoing, neither the Surviving Corporation nor the Paying Agent shall be liable to any Holder for any Per Share Merger Consideration or to any Consultant for any Consulting Fees Payable delivered in respect thereof to a public official pursuant to any abandoned property, escheat or other similar law.

(d) At the close of business on the day of the Effective Time, the stock transfer books of the Company shall be closed and thereafter there shall be no further registration of transfers of Shares on the records of the Company. From and after the Effective Time, the holders of Shares outstanding immediately prior to the Effective Time shall cease to have any rights with respect to such Shares except as otherwise provided herein or by applicable law.

SECTION 3.04. Working Capital Statement.

(a) No later than five (5) Business Days before the Closing Date, the Company shall deliver to Purchaser a statement containing good faith estimates of Working Capital (the "Estimated Working Capital") and of the Debt Amount (the "Estimated Debt Amount" and such statement, the "Estimated Working Capital Statement"), in each case as of 12:01 a.m., Central time, on the Closing Date. The Estimated Working Capital Statement will be prepared on a basis consistent with and using the same methods used in preparing the Audited Financial Statements as of December 31, 2006 and shall include reasonable documentation supporting the amounts set forth thereon. If Purchaser notifies the Company at least three (3) Business Days prior to the Closing that it disagrees with the Estimated Working Capital Statement or the Estimated Debt Amount, the parties hereto shall use commercially reasonable best efforts to reach agreement on such disputed items and amend the Estimated Working Capital Statement to reflect such agreement. If the parties are not able to resolve such dispute prior to the Closing, such amount in dispute up to $10,000,000, shall be deposited into the Escrow Account at the Closing (the "Disputed Pre-Closing Working Capital Amount") and shall be subject to the dispute resolution mechanism set forth in Section 3.04(d).

(b) No later than 90 days following the Closing Date, Parent shall cause to be prepared and delivered to the Stockholders' Representative a statement of Working Capital and the Debt Amount, in each case as of 12:01 a.m., Central time, on the Closing Date (the "Working Capital Statement"). The Working Capital Statement will be prepared on basis consistent with and using the same methods used in preparing the Audited Financial Statements as of December 31, 2006 and shall include reasonable documentation supporting the amounts set forth thereon and shall state whether Parent continues to dispute the Disputed Pre-Closing Working Capital Amount.

(c) Subject to Section 3.04(d), the Working Capital Statement, and the Working Capital and the Debt Amount set forth therein, shall be final, binding and conclusive on the parties hereto (the "Final Working Capital" and the "Final Debt Amount").

(d) The Stockholders' Representative may dispute any amounts reflected on the Working Capital Statement and, to the extent still in dispute, any Disputed Pre-Closing Working Capital Amounts, solely on the basis that the amounts reflected on the Working Capital

Statement and, to the extent still in dispute, any Disputed Pre-Closing Working Capital Amounts were not arrived at in a manner consistent with and using the same methods used in preparing the Audited Financial Statements as of December 31, 2006 or were arrived at based on mathematical or clerical error; provided, however, that the Stockholders' Representative shall have notified Parent in writing of each disputed item, specifying the estimated amount thereof in dispute and setting forth, in reasonable detail, the basis for such dispute, within 30 Business Days of Parent's delivery of the Working Capital Statement to the Stockholders' Representative. In the event of such a dispute, the Stockholders' Representative and Parent shall attempt to reconcile their differences, and any resolution by them as to any disputed amounts shall be final, binding and conclusive on the parties hereto. Any item or amount to which no dispute is raised in a timely delivered notice will be final, conclusive and binding on the parties as of the end of such 30th Business Day. If the Stockholders' Representative and Parent are unable to reach a resolution with such effect within 30 Business Days after the receipt by Parent of the Stockholders' Representative's written notice of dispute, Parent shall submit the items remaining in dispute for resolution to KPMG, LLP (or, if such firm shall decline or is unable to act or is not, at the time of such submission, independent of the Company and Parent, to another independent accounting firm of international reputation mutually acceptable to the Stockholders' Representative and Parent) (either KPMG, LLP or such other accounting firm being referred to herein as the "Independent Accounting Firm"), which shall, within 30 Business Days after such submission, determine and report to the Stockholders' Representative and Parent upon such remaining disputed items, and such report shall be final, binding and conclusive on the Stockholders' Representative and Parent and the Working Capital and the Debt Amount as adjusted pursuant to such report shall be, respectively, the "Final Working Capital" and the "Final Debt Amount". Notwithstanding anything to the contrary contained above, the Independent Accounting Firm is solely authorized and permitted to determine whether the Parent's calculations were prepared in a manner consistent with and using the same methods used in preparing the Audited Financial Statements as of December 31, 2006 or were arrived at based on mathematical or clerical error. The fees and disbursements of the Independent Accounting Firm shall be allocated between the Stockholders' Representative and Parent in the same proportion that the aggregate amount of such remaining disputed items so submitted to the Independent Accounting Firm that is unsuccessfully disputed by each such party (as finally determined by the Independent Accounting Firm) bears to the total amount of such remaining disputed items so submitted.

(e) In acting under this Section 3.04, the Stockholders' Representative, Parent and the Independent Accounting Firm shall be entitled to the privileges and immunities of arbitrators.

SECTION 3.05. Post-Closing Payments. (a) The date on which both of the Final Working Capital and the Final Debt Amount have been finally determined in accordance with Section 3.04 is hereinafter referred to as the "Determination Date", and the amount of such Final Working Capital and the Final Debt Amount shall be used to adjust the Common Equity Consideration (the amount of such adjustment as determined pursuant to the following two sentences, "Final Adjustment Amount"). In the event that the sum of (i) the Final Working Capital *less* the Estimated Working Capital *and* (ii) the Estimated Debt Amount *less* the Final Debt Amount is a positive number, then Parent shall pay to the Paying Agent, for prompt payment to the Equityholders, in proportion to their respective aggregate Equityholder's Percentage in the Escrow Account, an amount equal to such positive number (less any applicable

withholding Taxes in accordance with Section 3.06, which applicable withholding Taxes shall be paid to the Surviving Corporation immediately after being so withheld for further payment to the applicable Governmental Entity), together with interest thereon at a rate equal to the average LIBOR for the period beginning on the Closing Date and ending on the date of payment. In the event that the sum of (x) the Final Working Capital *less* the Estimated Working Capital and (y) the Estimated Debt Amount *less* the Final Debt Amount is a negative number, then the Stockholders' Representative and Parent shall direct the escrow agent maintaining the Escrow Account to pay Parent an amount equal to the absolute value of such negative number, together with interest earned thereon. Any required payment shall be made by Parent or the escrow agent (at the direction of the Stockholders' Representative), as the case may be, on the third Business Day following the Determination Date, in immediately available funds by wire transfer to, in the case of the Equityholders, the Paying Agent and, in the case of Parent, such bank account or accounts as Parent may specify. At the time of the payment of the Final Adjustment Amount pursuant to this Section 3.05, the balance of the Escrow Account shall be paid to the Paying Agent for distribution by the Paying Agent to the Equityholders in accordance with their respective Equityholder's Percentages. If the funds held pursuant to the Escrow Agreement are not sufficient to pay the Final Adjustment Amount, then Parent shall have the right to setoff and apply the Construction Milestone Payment or a Coal Milestone Payment against any such shortfall (plus interest accruing on such amount from the Closing Date to the payment date at an annual rate of 5%); provided that no party shall have any other right of setoff for any reason whatsoever against the Construction Milestone Payment or any Coal Milestone Payment or any interest accrued thereon except with respect to Parent's rights of setoff with respect to to: (1) the Final Adjustment Amount as set forth in Section 3.05(a), (2) the FIRPTA Amount, the 280G Amounts and the 409A Amounts as set forth in Section 3.06, and (3) the LC Amount and the Non-Releasing Equityholder Indemnity Amount as set forth in Section 6.11 .

(b) Milestone Payments.

(i) Parent (or its transferees, successors or assigns) shall cause the Surviving Corporation (or its transferees, successors or assigns) to pay to the Equityholders an aggregate of $350,000,000, less any amount deposited into escrow pursuant to Section 6.11 (plus interest on such amount from the Closing Date to the earlier of the payment date and December 31, 2012, at a rate of 5% compounded annually and less any applicable withholding Taxes in accordance with Section 3.06) (the "Construction Milestone Payment"), and subject to Parent's right to setoff against the Construction Milestone Payment with respect to: (1) the Final Adjustment Amount as set forth in Section 3.05(a), (2) the FIRPTA Amount, the 280G Amounts and the 409A Amounts as set forth in Section 3.06, and (3) the LC Amount and the Non-Releasing Equityholder Indemnity Amount as set forth in Section 6.11, upon the earlier to occur of either: (A) the issuance of a "notice(s) to proceed", duly authorized, directly or indirectly, by the board of directors of Parent (or its transferees, successors or assigns) in its sole discretion, under contracts for construction of any portion of the New Construction line for which the maximum aggregate amount committed to be paid exceeds $500 million, or (B) Parent (or its transferees, successors or assigns) or one or more of its Affiliates (or their transferees, successors or assigns), to the extent such Affiliate or Affiliates are authorized to do so by the board of directors of Parent (or its transferees, successors or assigns) in its sole discretion, causing the movement of more

than 10,000 cubic yards of earth in connection with the New Construction line (collectively, the "Construction Conditions"). Parent agrees that, for either the issuance of the "notice(s) to proceed" or the movement of more than 10,000 cubic yards of earth in connection with the New Construction to take place, its board of directors must (or the board of directors of its transferees, successors or assigns shall be required to) take formal action authorizing such activity. Notwithstanding the foregoing, if neither of the Construction Conditions has been satisfied prior to December 31, 2025, no Construction Milestone Payment shall be payable.

(ii) Parent (or its transferees, successors or assigns) shall cause the Surviving Corporation (or its transferees, successors or assigns) to pay to the Equityholders certain payments (the "Coal Milestone Payments") not to exceed $707,000,000 in the aggregate (plus an inflation adjustment accruing on each such amount from the Closing Date to the payment date at a rate of 2% compounded annually and less any applicable withholding Taxes in accordance with Section 3.06), and subject to Parent's right to setoff against the Coal Milestone Payments with respect to: (1) the Final Adjustment Amount as set forth in Section 3.05(a), (2) the FIRPTA Amount, the 280G Amounts and the 409A Amounts as set forth in Section 3.06, and (3) the LC Amount and the Non-Releasing Equityholder Indemnity Amount as set forth in Section 6.11, if prior to December 31, 2025, shipments of Powder River Basin coal over any portion of the New Construction line exceed certain tonnage targets (without rounding) for any calendar year as set forth in this clause (ii) below (the "Tonnage Condition"):

Tonnage Condition	Coal Milestone Payment
At least 40 million tons in any calendar year	$58,000,000 plus an inflation adjustment from the Closing Date at a rate of 2%, compounded annually (the "First Milestone Payment")
At least 50 million tons in any calendar year	$60,000,000 plus an inflation adjustment from the Closing Date at a rate of 2%, compounded annually (the "Second Milestone Payment")
At least 60 million tons in any calendar year	$100,000,000 plus an inflation adjustment from the Closing Date at a rate of 2%, compounded annually (the "Third Milestone Payment")
At least 75 million tons in any calendar year	$164,000,000 plus an inflation adjustment from the Closing Date at a rate of 2%, compounded annually (the "Fourth Milestone Payment")
At least 100 million tons in any calendar year	$175,000,000 plus an inflation adjustment from the Closing Date at a rate of 2%, compounded annually (the "Fifth Milestone

	Payment")
At least 125 million tons in any calendar year	$150,000,000 plus an inflation adjustment from the Closing Date at a rate of 2%, compounded annually (the "Sixth Milestone Payment")

Upon satisfaction of any Tonnage Condition (and payment of the corresponding Coal Milestone Payment), the Equityholders will no longer be eligible to receive the Coal Milestone Payment corresponding to said Tonnage Condition. For purposes of illustration, in no event will Parent be obligated to pay more than one of each of the First Milestone Payment, Second Milestone Payment, Third Milestone Payment, Fourth Milestone Payment, Fifth Milestone Payment and the Sixth Milestone Payment upon satisfaction of any Tonnage Condition. If during any calendar year the Company satisfies more than one Tonnage Condition that has not previously been satisfied, then Parent shall make the corresponding Coal Milestone Payments for each such Tonnage Condition which has been satisfied through such time. For purposes of illustration, Section 3.05(b) of the Disclosure Schedule sets forth an example of the satisfaction of multiple Tonnage Conditions during a particular calendar year. Any tonnage that is under contract with either railroad (*i.e.*, BNSF or Union Pacific Railroad, or their successors) serving the PRB (the "Incumbent Carriers") and moves on an emergency basis via any portion of the lines that may be constructed or improved pursuant to the PRB Expansion ("Emergency Tonnage") shall not be included in measuring whether a Tonnage Condition has been met. Any tonnage under contract with Incumbent Carrier(s) that is moved over any portion of the PRB Expansion for less than six months shall be assumed to be Emergency Tonnage, unless there is a preponderance of the evidence to the contrary. Any tonnage under contract with Incumbent Carrier(s) that is diverted for more than six months shall be assumed to be other than Emergency Tonnage and shall be included in measuring whether a Tonnage Condition has been met, unless there is a preponderance of the evidence to the contrary. The parties understand and agree that the terms and conditions of any contract and agreement entered into after the Closing Date and related to the shipment of coal shall be determined by Parent in its sole discretion.

(iii) Timing of Payments. Within thirty (30) days following the satisfaction of the Construction Conditions or a Tonnage Condition, and, in any event, within forty-five (45) days following each calendar year prior to the earlier of December 31, 2025 and the payment of the Sixth Milestone Payment, Parent shall prepare and deliver to the Stockholders' Representative a statement certified by Parent's Chief Financial Officer or Chief Executive Officer setting forth (A) the status of the Construction Condition and the Tonnage Conditions, including a description of the status, in reasonable detail, of the PRB Expansion and (B) whether facts or circumstances have arisen to Parent's knowledge that are likely to give rise to a deduction from the Construction Milestone Payment or any Coal Milestone Payment in respect of a FIRPTA Amount, 280G Amount, 409A Amount or an LC Amount (the "Milestone Statement"). Notwithstanding the foregoing and solely with respect to any of the above-described amounts payable after the fifth (5^{th}) anniversary of the Effective Time in respect of any

portion of the Equityholder's Percentages which are attributable to interests under the Bonus Share Plans or the Warrant Agreement dated November 4, 2005, between the Company and Kevin V. Schieffer (the holders of such Equityholder's Percentages, the "Restricted Equityholders"), which Equityholders and their applicable Equityholder's Percentages shall be identified in a writing delivered by the Stockholders' Representative to Parent at least thirty (30) days prior to the fifth (5^{th}) anniversary of the Effective Time, such payments shall not be paid to the Stockholders' Representative or any Restricted Equityholder prior to January 1 of the calendar year next following the calendar year in which a Construction Condition or Tonnage Condition, as the case may be, occurs and shall be paid in such next following year on the later of the first Business Day of such year or the date the amount would otherwise be paid to the Stockholders' Representative (and promptly paid to the Restricted Equityholders by the Stockholders' Representative on receipt) as provided herein. The preceding sentence shall not, however, be interpreted as interfering with or as a waiver of Parent's right to enforce its legal rights as provided above, provided that the parties hereto agree that if there is a dispute or payment thereafter as a result of a dispute it shall be paid in a manner that satisfies the requirements of Treasury regulation section 1.409A-3(g). The Milestone Statement shall become final and binding upon the parties on the sixtieth (60th) day following receipt thereof by the Stockholders' Representative unless the Stockholders' Representative gives written notice of its disagreement with the Milestone Statement ("Notice of Disagreement") to Parent before such date. Any Notice of Disagreement must set forth in reasonable detail the nature of any disagreement. During the 30-day period following the delivery of a Notice of Disagreement, the Stockholders' Representative and Parent shall seek in good faith to resolve in writing any differences that they may have with respect to any matter specified in the Notice of Disagreement. If, at the end of such 30-day period, the Stockholders' Representative and Parent have not reached agreement on all such matters, then the Stockholders' Representative and Parent shall be entitled to seek such other remedies as may be available at Law. Not later than the tenth (10th) day following the date the Milestone Statement becomes final, whether automatically because the Stockholders' Representative does not provide a Notice of Disagreement, by agreement of Parent and the Stockholders' Representative or otherwise, if the final Milestone Statement sets forth the satisfaction of the Construction Conditions or one or more Tonnage Conditions, as applicable, Parent shall cause the Surviving Corporation to deposit by wire transfer of immediately available funds to (i) a single bank account specified by the Stockholders' Representative, the Construction Milestone Payment or the applicable Coal Milestone Payment(s), less, as applicable, any FIRPTA Amount, LC Amount, 409A Amount and 280G Amount and (ii) to the Escrow Account the Non-Releasing Equityholder Amount, if any. After deducting from any such Construction Milestone Payment or the applicable Coal Milestone Payment(s), as adjusted pursuant to the foregoing sentence, any amounts any Consultants are entitled to receive, which amounts Parent and the Stockholders' Representative shall use commercially reasonable best efforts to agree upon within ten days of the Milestone Statement becoming final, and distributing such amounts to the Consultants as required, the Stockholders' Representative shall distribute the remainder of such Construction Milestone Payment or Coal Milestone Payment(s), as applicable, among the Equityholders in proportion to their respective Equityholders' Percentage or as otherwise agreed among the Equityholders

and the Stockholders' Representative. Each party shall pay its own fees and expenses incurred during the 30-day review period with respect to the resolution of a Notice of Disagreement.

(iv) During the period of any dispute provided for in Section 3.05(b)(iii), and otherwise not more frequently than once per year until December 31, 2025, at the request of the Stockholders' Representative, Parent shall provide the Stockholders' Representative and its representatives (including legal and financial advisors), reasonable access to the books, records, facilities and employees of the Surviving Corporation and, to the extent applicable, Parent and its Affiliates and any other person operating the PRB Expansion and its Affiliates, and Parent shall cooperate, and cause its Affiliates, the Surviving Corporation and any other person operating the PRB Expansion and its Affiliates to cooperate, with the Stockholders' Representative and its representatives (including legal and financial advisors), to the extent reasonably required by the Stockholders' Representative to investigate the basis for any such dispute.

(v) Payments made pursuant to this Section 3.05(b) will be treated as adjustments to the consideration payable to the Equityholders in exchange for their Shares, Share Units, Warrants and Company Options, as the case may be, for U.S. federal income tax purposes and any other applicable Tax law (except to the extent a portion of such payments are treated as interest under Section 483 of the Internal Revenue Code or other applicable Tax law). For all Tax purposes, each party agrees not to take an inconsistent position therewith including in the filing of any Tax Return or pursuant to any audit or administrative or judicial proceeding.

(vi) Subject to any restrictions on transfer contained in the Bonus Share Plans, the Warrant Agreement dated November 4, 2005, between the Company and Kevin V. Schieffer and the Director Change in Control Agreements, each Equityholder shall be entitled to transfer all right, title and interests in and to its right to receive any payments under this Section 3.05 to: (i) one or more entities identified to Parent by the Stockholders' Representative, which entity or entities shall have been formed for the purposes of holding such rights and administering such Equityholders' rights under this Agreement, provided (A) if such transfer occurs on or prior to the Closing, such transfer shall be approved in advance by the Stockholders' Representative, which approval shall not be unreasonably withheld or delayed and (B) if such transfer occurs after the Closing, such transfer shall be approved in advance by Parent, which approval shall not be unreasonably withheld or delayed; (ii) one of its Affiliates, provided such transferee remains an Affiliate of the transferor or (iii) to any member of the immediate family of such Equityholder or any trust or trustee for the benefit thereof for estate or Tax planning purposes; provided, in each of (i)(A), (i)(B), (ii) and (iii), such transferee delivers to the Stockholders' Representative and Parent an agreement to be bound by the terms of this Agreement. The Stockholders' Representative shall provide Parent with notice of all such transfers which have occurred during a calendar quarter within 30 days of the end of each calendar quarter until the earlier to occur of December 31, 2025 or all payments of the Construction Milestone Payment and each Coal Milestone Payment have been made, if applicable.

(vii) Parent, Purchaser and Guarantor acknowledge and agree no direct or indirect transfer of any right, title and interest in the Surviving Corporation, the PRB Expansion or the right to undertake the PRB Expansion shall relieve Parent, Purchaser or Guarantor of their respective obligations hereunder and, to the extent applicable hereto, Section 6.12, without the consent of the Stockholders' Representative

SECTION 3.06. Withholding Taxes. (a) Subject to subsections (b), (c), (d), (e) and (f) of this Section 3.06, Parent, Purchaser, the Surviving Corporation and the Paying Agent shall be entitled to withhold and deduct Taxes on payments made pursuant to Section 2.02(b) and this Article III to the extent required by applicable Law. Any amounts withheld shall be timely paid to the person required to remit the withheld amounts to the appropriate Governmental Entity, and such person shall timely remit such amounts to the appropriate Governmental Entity.

(b) Notwithstanding subsection (a) of this Section 3.06, if Parent, Purchaser, the Surviving Corporation or the Paying Agent determines that withholding, other than an Expected Withholding Tax, is required by applicable Law, then Parent, Purchaser, the Surviving Corporation or the Paying Agent, as applicable, shall use its best efforts to so notify the payees subject to such withholding and the Stockholders' Representative in writing at least 15 days prior to the date the payment is to be made, together with a statement setting forth the amount of such non-Expected Withholding Tax to be deducted and withheld. If an affected payee objects in writing to the Parent, Purchaser, the Surviving Corporation or the Paying Agent's determination, then Parent, the Stockholders' Representative and such payee shall negotiate in good faith to agree on the amount that should be deducted and withheld. If (A) Parent, the Stockholders' Representative and such payee are unable to agree on such amount prior to the date such payment is to be made or (B) despite using best efforts to identify any withholding requirements and give such notice at least 15 days before a payment is required to be made, Parent, Purchaser, the Surviving Corporation or the Paying Agent determine that withholding, other than an Expected Withholding Tax, is required by applicable Law, prior to the date a payment is required to be made, then Parent, Purchaser, the Surviving Corporation and the Paying Agent shall withhold and deduct the amount that they have determined is required under applicable Law, and if the affected payee or the Stockholders' Representative objects in writing to such withholding, Parent shall engage a nationally recognized Law firm mutually acceptable to Parent, the Stockholders' Representative and such payee to render an opinion, addressed to Parent, as to whether such withholding was required under applicable Law, which opinion, absent manifest error, shall be conclusive and binding. If the Law firm renders an opinion that such withholding was not required under applicable Law, then Parent shall pay to the Stockholders Representative for further payment to such payee such an amount as may be necessary so that, after giving effect to all additional withholdings or deductions on such amount, such payee receives an after-Tax amount equal to the amount that such payee would have been entitled to receive in the absence of the imposition of the non-required withholding. The costs incurred in connection with the engagement of such Law firm shall be paid by the party whose position was not sustained by such Law firm. For the avoidance of doubt, none of Parent, Purchaser, the Surviving Corporation or the Paying Agent shall be liable for any Tax or obligated to make payments to a payee solely as a result of its failure to give the notice of withholding described in this subsection (b). Notwithstanding the foregoing, the parties agree that the terms of this subsection (b) shall not apply with respect to any withholding under Sections 1445, 4999 or 409A of the Internal Revenue Code.

(c) Notwithstanding anything to the contrary herein, the parties acknowledge and agree that (i) payments made pursuant to Section 2.02(b) and this Article III will not be subject to withholding under Section 1445 of the Internal Revenue Code provided that, based on the valuations provided and the methodologies used in the FIRPTA Report, the Company delivers to Parent at the Closing a certificate (the "FIRPTA Certificate") completed in accordance with Treasury regulation sections 1.897-2(h)(1) and 1.1445-2(c)(3) and an executed IRS notice (the "IRS Notice") completed in accordance with Treasury regulations section 1.897-2(h) (together with any attachments or supplements thereto, including any statements required under Treasury regulations section 1.897-2(h)(5)), and provided further that the FIRPTA Report is delivered to Parent on or prior to the Closing Date, and that Parent has not received a bona fide notice described in Treasury regulations section 1.1445-2(c)(3)(ii), and (ii) in the event that the Company does not timely provide such FIRPTA Certificate, the IRS Notice or statements in accordance with clause (i) (or Parent has received a bona fide notice described in Treasury regulations section 1.1445-2(c)(3)(ii)), such payments that are made to a payee will not be subject to withholding under Section 1445 of the Internal Revenue Code provided that such payee delivers to Parent at the Closing or on an earlier date a certification that it is not a foreign person, completed in accordance with Treasury regulations section 1.1445-2(b)(2), and provided further that Parent has not received the notice described in Treasury regulations section 1.1445-2(b)(4)(iii). If such withholding occurs, the amounts withheld shall be timely paid to the person required to remit the withheld amounts to the appropriate Governmental Entity, and such Person shall timely remit such amounts to the appropriate Governmental Entity. If such withholding does not occur and the IRS finally determines that withholding was required under Section 1445 and Parent or the Surviving Corporation provides the Stockholders' Representative with reasonably sufficient evidence of such final determination, (i) Parent shall be entitled to deduct an amount equal to the amount of any Taxes, interest and penalties incurred directly as a result of such failure to withhold, plus interest accrued thereon at a rate of 5% per year compounded annually from the date such Taxes, interest and penalties are paid through the date of such deduction (the "FIRPTA Amount") from the Construction Milestone Payment or a Coal Milestone Payment as provided in Section 3.05(b) of this Agreement; provided, however, that the foregoing indemnity shall not apply to any additional Taxes, interest and penalties incurred after the date of the final determination as a result of Parent's failure to pay such Taxes, interest and penalties when due under the final determination and (ii) Parent, the Surviving Corporation or the Paying Agent, as the case may be, shall be entitled to withhold and deduct amounts required to be withheld under Section 1445 of the Internal Revenue Code from any payments made pursuant to Section 2.02(b) and this Article III on or after the date of such final determination from such future payments.

(d) Notwithstanding anything to the contrary herein, to the extent that Parent, Purchaser, the Surviving Corporation or the Paying Agent is required to withhold or deduct any Canadian Taxes from any payment made pursuant to Section 2.02(b) or this Article III, the amount payable under such provisions shall be increased as may be necessary so that, after giving effect to all withholdings or deductions of Canadian Taxes (including withholdings or deductions of Canadian Taxes in respect of additional amounts payable under this Section 3.06(d)), the relevant payee receives an after-Tax amount equal to the amount that such payee would have been entitled to receive in the absence of the imposition of such Canadian Taxes.

(e) Notwithstanding anything to the contrary herein, the parties acknowledge and agree that certain payments made to "disqualified individuals" within the meaning of Section 280G of the Internal Revenue Code may be subject to Section 280G of the Internal Revenue Code and, hence would be subject to withholding pursuant to Section 4999 of the Internal Revenue Code. The Company shall within fifteen Business Days of the date hereof deliver to Parent a report of its independent accountants (the "280G Report"), based on the Common Equity Consideration and including a "reasonable compensation" analysis, disclosing the amounts constituting the total, on an individual basis for each "disqualified individual" as defined in Q&A 15 of Treasury Reg. §1.280G-1 and in the aggregate (a) "parachute payments" within the meaning of Section 280G(b)(2) of the Internal Revenue Code, (b) "base amounts" within the meaning of Section 280G(b)(3) of the Internal Revenue Code and (c) "excess parachute payments" within the meaning of Section 280G(a) of the Internal Revenue Code. Item (a) of the preceding sentence shall be shown before and after any reduction determined by such accountants to be available pursuant to Section 280G(b)(4)(A) of the Internal Revenue Code and items (b) and (c) of the preceding sentence shall be shown both before and after any reduction determined by such accountants to be available pursuant to Section 280G(b)(4)(B) of the Internal Revenue Code. The 280G Report also shall (i) disclose, on the same basis described above, the amounts subject to withholding pursuant to Section 4999 of the Internal Revenue Code, (ii) contain such detail and supporting documentation so as to allow an independent party to confirm the calculations contained therein and the facts relied upon in preparing such report and (iii) be accompanied by a written tax opinion of the Company's independent accountants supporting the positions used in such calculations, including a statement that the Company shall be entitled to file its federal income and employment tax returns for the periods in which such payments are made in reliance upon such report. The amounts withheld by the Company shall be based on the conclusions reached in the 280G Report. If the Internal Revenue Service finally determines that additional withholding was required under Section 4999 of the Internal Revenue Code and the Surviving Corporation provides the Stockholders' Representative with reasonably sufficient evidence of such final determination, Parent shall be entitled to deduct an amount equal to the Taxes, interest and related penalties incurred directly as a result of such failure to adequately withhold, together with interest accrued thereon at a rate of 5% per year compounded annually from the date such Taxes, interest and penalties are paid through the date of the deduction (the "280G Amounts") from the Construction Milestone Payment or a Coal Milestone Payment as provided in Section 3.05(b) of this Agreement; provided, however, that the foregoing indemnity shall not apply to any additional Taxes, interest and penalties incurred after the date of such final determination as a result of the Surviving Corporation's failure to timely pay any such Taxes, interest and penalties when due under the final determination. Any amounts payable after the Closing Date to persons identified as "disqualified individuals" in the 280G Report and treated as compensation for U.S. federal income tax purposes that are considered by the Surviving Corporation in reasonable good faith to be subject to Section 280G of the Internal Revenue Code shall be treated by the Surviving Corporation as subject to 280G of the Internal Revenue Code and the withholding required by Section 4999 of the Internal Revenue Code shall be made and notice thereof shall be given to the applicable payee and the Stockholders' Representative if such treatment and withholding is inconsistent with the recommendations set forth in the 280G Report.

(f) Notwithstanding anything to the contrary herein, the parties acknowledge and agree that certain compensation earned and deferred prior to the Closing Date may be

subject to Section 409A of the Internal Revenue Code and, hence, includible in employees' gross income and subject to regular withholding. If the Internal Revenue Service finally determines that additional withholding was required with respect to amounts includible in any employee's gross income pursuant to Section 409A of the Internal Revenue Code and the Surviving Corporation provides the Stockholders' Representative with reasonably sufficient evidence of such final determination, Parent shall be entitled to deduct an amount equal to the Taxes and related penalties (including interest) incurred directly as a result of such failure to adequately withhold, together with interest accrued thereon at a rate of 5% per year compounded annually from the date such Taxes and penalties (including interest) are finally determined by the Internal Revenue Service through the date of the deduction (the "409A Amounts") from the Construction Milestone Payment or a Coal Milestone Payment as provided in Section 3.05(b) of this Agreement; provided, however, that the foregoing indemnity shall not apply to any additional Taxes, interest and penalties incurred after the date of such final determination as a result of the Surviving Corporation's failure to timely pay any such Taxes, interest and penalties when due under the final determination.

(g) Except as may be provided in the Gross-up Escrow Agreement, any amounts held in the Gross-up Escrow Account at the expiration of the applicable statue of limitations with respect to the matters which are subject to the Gross-Up Agreement shall be paid to the Stockholders' Representative and the Stockholders' Representative shall distribute such amounts, less any applicable amounts required to be distributed to any Consultants, among the Equityholders in proportion to their respective Equityholders' Percentage or as otherwise agreed among the Equityholders and the Stockholders' Representative.

SECTION 3.07. No Dissenter's Rights. In accordance with *Schwabacher v. United States*, 334 U.S. 192 (1948), holders of Shares will not have any dissenter's rights, provided, however, that if the STB, the successor agency to the Interstate Commerce Commission, (or any successor agency) or a court of competent jurisdiction determines that dissenter's rights are available to holders of Shares, then holders of such Shares shall be provided with dissenter's rights in accordance with the DGCL.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to Purchaser, except as set forth on the Disclosure Schedule, as of the date of this Agreement or, if a representation or warranty is made as of a specified date, as of such date, as follows:

SECTION 4.01. Authority of the Company. The Company has all necessary corporate power and authority to execute and deliver this Agreement and the Definitive Agreements, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the Definitive Agreements by the Company, the performance by the Company of its obligations hereunder and thereunder and the consummation by the Company of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on

the part of the Company (including all necessary action by the Board of Directors and Equityholders). This Agreement and the Definitive Agreements have been duly executed and delivered by the Company, and (assuming due authorization, execution and delivery by the other parties hereto) this Agreement and the Definitive Agreements constitute legal, valid and binding obligations of the Company enforceable against the Company in accordance with their terms.

SECTION 4.02. Incorporation and Qualification and the Company and the Subsidiaries. Each of the Company and the Subsidiaries is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware and has the requisite corporate power and authority to own, operate or lease the properties and assets now owned, operated or leased by it and to carry on the Business as currently conducted. Each of the Company and the Subsidiaries is duly qualified as a foreign corporation to do business, and is in good standing, in each jurisdiction where the character of its properties owned, operated or leased or the nature of its activities makes such qualification necessary, except for such failures which do not have a Material Adverse Effect. No other jurisdiction has demanded, requested or otherwise indicated in writing that the Company or any Subsidiary is required so to qualify on account of the ownership or leasing of its assets and properties or the conduct of the Business. True and complete copies of the Certificate of Incorporation and By-laws of the Company and the Subsidiaries, as amended to the date of this Agreement, have been made available to Purchaser.

SECTION 4.03. Capital Stock of the Company and the Subsidiaries. The entire authorized and outstanding capital stock of the Company and the Subsidiaries, as of the date of this Agreement, is as set forth in Section 4.03 of the Disclosure Schedule. All of such outstanding shares of capital stock are duly authorized, validly issued, fully paid and nonassessable, and none of such shares were issued in violation of any preemptive or other rights. Except as set forth in Section 4.03 of the Disclosure Schedule, there are no options, warrants or other rights, agreements, arrangements or commitments of any character issued or authorized by the Company or the Subsidiaries relating to the issued or unissued capital stock of the Company or any Subsidiary or obligating the Company or any Subsidiary to issue or sell any shares of capital stock of, or other equity interests in, the Company or any Subsidiary. All Shares subject to issuance as set forth in Section 4.03 of the Disclosure Schedule, upon issuance on the terms and conditions specified in the instruments pursuant to which they are issuable, will be duly authorized, validly issued, fully paid and nonassessable. There are no outstanding contractual obligations of the Company or the Subsidiaries to repurchase, redeem or otherwise acquire any Shares or to provide funds to, or make any investment (in the form of a loan, capital contribution or otherwise) in, any person. Except as set forth in Section 4.03 of the Disclosure Schedule, there are no voting trusts, shareholder agreements, commitments, undertakings, understandings, proxies or other restrictions to which the Company or any Subsidiary is a party which directly or indirectly restrict or limit in any manner, or otherwise relate to, the voting, sale or other disposition of any shares or securities of the Company or any Subsidiary.

SECTION 4.04. Subsidiaries. Except for the Subsidiaries, which are wholly owned, directly or indirectly, by the Company, the Company has no subsidiaries, equity investments or interests in joint ventures or any other Person.

SECTION 4.05. No Conflict. Except as set forth in Section 4.06 of this Agreement or in Section 4.05 of the Disclosure Schedule, the execution, delivery and performance of this Agreement and the Definitive Agreements by the Company do not and will not (a) violate or conflict with the Certificate of Incorporation or By-laws of the Company or any Subsidiary, (b) conflict with or violate any Law or Governmental Order applicable to the Company or any Subsidiary or their assets, (c) result in any breach of, or constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of any Encumbrance on any of the assets or properties of the Company or any Subsidiary pursuant to, any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument relating to such assets or properties to which the Company or any Subsidiary is a party or by which any of such assets or properties are bound or affected, except as would not, in the case of either (b) or (c) above, individually or in the aggregate, delay the consummation of the transactions contemplated by this Agreement or have a Material Adverse Effect.

SECTION 4.06. Consents, Approvals, Licenses, Etc. (a) No consent, approval, authorization, license, order or permit of, or declaration, filing or registration with, or notification to, any Person is required to be made or obtained by the Company or any Subsidiary in connection with the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, except: (a) any applicable requirements of the ICCTA and the regulations of the STB and, if applicable, compliance with the HSR Act; (b) any applicable non-United States consents, approvals, authorizations, filings and notifications required under any applicable antitrust, competition or trade regulation Law, except where the failure to obtain such consents, approvals, authorizations, licenses, orders or permits, or to make such declarations, filings or registrations or notifications would not (i) individually or in the aggregate, prevent the Company from performing its obligations under this Agreement or (ii) have a Material Adverse Effect. The Company and the Subsidiaries hold all Licenses, except Licenses the failure of which to have been obtained has not had and would not reasonably be expected to have a Material Adverse Effect (the "Company Licenses"). Section 4.06 of the Disclosure Schedule sets forth a list of said Company Licenses. Except as set forth in Section 4.06 of the Disclosure Schedule, (i) to the knowledge of the Company no event has occurred or condition or state of facts exists which constitutes or, after notice or lapse of time or both, would constitute a breach or default under any such Company License or which permits or, after notice or lapse of time or both, would permit revocation or termination of any such Company License, or which might materially and adversely affect the rights of the Company or any Subsidiary under any such Company License; (ii) no written notice of cancellation, of default or of any dispute concerning any Company License, or of any event, condition or state of facts described in the preceding clause, has been received by the Company or any Subsidiary; and (iii) each of the Company Licenses is valid, subsisting and in full force and effect and may be assigned and transferred in accordance with this Agreement and will continue in full force and effect thereafter, in each case without (x) the occurrence of any breach, default or forfeiture of rights thereunder, or (y) the consent, approval, or act of, or the making of any filing with, any Governmental Entity.

(b) To the knowledge of the Company, there are no material STB authorizations or material Environmental Permits required to complete the PRB Expansion that

have not been disclosed to the Purchaser and, to the knowledge of the Company, there exists no fact or circumstance that materially and adversely affects the PRB Expansion or makes it unlikely that the PRB Expansion can be completed within the time period contemplated by the construction plan identified on Section 4.06(b) of the Disclosure Schedule.

SECTION 4.07. Financial Statements; Budgets. (a) The Audited Financial Statements and Unaudited Financial Statements have been prepared in accordance with GAAP applied on a consistent basis, with only such deviations from GAAP as are referred to in the notes thereto, and fairly present in all material respects the consolidated financial position, results of operations and cash flows of the Company and the Subsidiaries as of each date and for each period covered thereby, except that the Unaudited Financial Statements are subject to normal and recurring year-end adjustments which are not expected to be material in amount.

(b) Except as and to the extent set forth on a balance sheet of the Company included in the Audited Financial Statements or the Unaudited Financial Statements, or the notes thereto, neither the Company nor any Subsidiary has any material liability or obligation of any nature (whether accrued, absolute, contingent or otherwise) which would be required to be reflected on a balance sheet, or in the notes thereto, prepared in accordance with GAAP, except for any and all debts, liabilities and obligations, whether accrued or fixed, absolute or contingent, matured or unmatured or determined or determinable disclosed herein or liabilities of the same nature as those set forth in the Audited Financial Statements and reasonably incurred in the ordinary course of Business after December 31, 2006 consistent with past practice.

(c) Section 4.07(c) of the Disclosure Schedule sets forth (i) as of the date hereof a true and correct copy of the Company's July unaudited financial statements and forecast, which sets forth the budgets of capital, construction, payroll and other expenditures of the Company and the Subsidiaries prepared in the ordinary course of business for the calendar years ending December 31, 2007 and (ii) the total capital expenditures through July 31, 2007 for each capital expenditure project for which funds are proposed to be expended through December 31, 2007 (collectively, the "2007 Budget").

SECTION 4.08. Absence of Certain Changes. (a) During the period from December 31, 2006 through the date of this Agreement, except as set forth in Section 4.08(a) of the Disclosure Schedule, the Business has been conducted in the ordinary course consistent with past practice and neither the Company nor any Subsidiary has:

(i) made any loan to, guaranteed any Indebtedness of or otherwise created, incurred or assumed any Indebtedness on behalf of any Person;

(ii) entered into any transaction with any Equityholder or any Affiliate of any Equityholder (other than a Subsidiary) or redeemed or agreed to redeem any of its capital stock or declared or agreed to declare, made or paid or agreed to make or pay any dividends or distributions (whether in cash, securities or other property) to any Equityholder or otherwise;

(iii) (A) granted any increase, or announced any increase, in the wages, salaries, compensation, bonuses, incentives, pension or other benefits payable by the

Company to any of its employees, including, without limitation, any increase or change pursuant to any Benefit Plan or (B) established or increased or promised to increase any benefits under any Benefit Plan, except as required by Law or any collective bargaining agreement and in either case except for annual merit increases in the ordinary course of business consistent with the past practices of the Company;

(iv) written down or written up (or failed to write down or write up in accordance with GAAP consistent with past practice) the value of any receivables or revalued any assets of the Company other than in the ordinary course of business consistent with past practice and in accordance with GAAP;

(v) made any change in any method of accounting or accounting practice or policy used by the Company;

(vi) created, incurred or assumed any Indebtedness, in excess of $1,000,000 in the aggregate;

(vii) (a) sold, leased to others or otherwise disposed of, or mortgaged or pledged, or imposed or suffered to be imposed any Lien on, any of its assets other than in the ordinary course of business or (b) entered into any contractual obligation relating to (i) the purchase of assets constituting a business, (ii) any merger, consolidation or other business combination or (iii) the acquisition of real property or undertaking capital expenditures exceeding the amounts set forth with respect thereto in the 2007 Budget by $100,000 in the aggregate;

(viii) cancelled any debts owed to or claims held (including the settlement of any claims or litigation) other than in the ordinary course of the Business consistent with past practice;

(ix) accelerated or delayed collection of notes or accounts receivable in advance of or beyond their regular due dates or the dates when the same would have been collected in the ordinary course of the Business consistent with past practice;

(x) delayed or accelerated payment of any account payable or other liability beyond or in advance of its due date or the date when such liability would have been paid in the ordinary course of the Business consistent with past practice;

(xi) entered into a collective bargaining agreement;

(xii) abandoned or discontinued service on all or any part of the rail lines; or

(xiii) entered into any agreement or contractual obligation to do any of the things referred to in clauses (i) through (xii) above or any other material transaction except in the ordinary course of Business.

(b) Since December 31, 2006, there has not been any event or occurrence which has had a Material Adverse Effect.

SECTION 4.09. Employee Benefit Plans; Labor Matters. (a) Section 4.09 of the Disclosure Schedule contains a true and complete list of each employee benefit plan, program, arrangement and contract (including, without limitation, any "employee benefit plan", as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA")) maintained or contributed to by the Company and the Subsidiaries or with respect to which the Company or any Subsidiary has any liability (the "Benefit Plans"). With respect to each Benefit Plan, the Company has made available to Purchaser a true and correct copy of (i) the most recent annual report (Form 5500) filed with the IRS, (ii) such Benefit Plan, (iii) each trust agreement or insurance contract relating to such Benefit Plan, (iv) each contract with any third party by which any such Benefit Plan is administered, (v) the most recent summary plan description for each Benefit Plan for which a summary plan description is required and (vi) the most recent determination or opinion letter issued by the IRS with respect to any Benefit Plan qualified under Section 401(a) of the Internal Revenue Code. There are no organizations other than the Subsidiaries which, together with the Company, are treated as a single employer pursuant to Section 414 of the Internal Revenue Code. No Benefit Plan is subject to Title IV of ERISA, and neither the Company nor any Subsidiary has any liability of any kind whatsoever under Title IV of ERISA.

(b) With respect to the Benefit Plans, no event has occurred and, to the knowledge of the Company, there exists no condition or set of circumstances in connection with which the Company or the Subsidiaries could be subject to any liability under the terms of such Benefit Plans, ERISA, the Internal Revenue Code or any other applicable Law which would have a Material Adverse Effect.

(c) Except with respect to the Train and Engine Crafts of the Company, no collective bargaining agreement is currently being negotiated by the Company or any Subsidiary. As of the date hereof, and since December 31, 2006, there is no labor dispute, strike, lockout, or work stoppage, or material grievance actually pending or, to the knowledge of the Company, threatened against the Company or any Subsidiary except as set forth in Section 4.08(a)(xii) of the Disclosure Schedule. As of the date hereof, to the knowledge of the Company, the Company and its Subsidiaries are, and have at all times been, in compliance with all applicable Laws respecting employment and employment practices, terms and conditions of employment, equal opportunity, nondiscrimination, immigration, labor, wages, affirmative action, hours of work and occupational safety and health, and have not engaged in any unfair labor practices as defined in the National Labor Relations Act or other applicable law or any statutory disputes under the Railway Labor Act or other applicable law; and there is no charge or complaint against the Company or any Subsidiary by the National Labor Relations Board or any comparable state agency pending or threatened in writing.

(d) Section 4.09 of the Disclosure Schedule sets forth (i) copies of all employment agreements with officers of the Company and the Subsidiaries and agreements with non-union employees that provides for annual compensation in excess of $150,000; (ii) copies of all severance agreements, programs and policies of the Company and the Subsidiaries with or relating to its employees; (iii) copies of all plans, programs, agreements, policies and other arrangements of the Company and the Subsidiaries with or relating to its employees which contain change in control provisions; (iv) all collective bargaining agreements and other agreements with labor organizations or other employee representative bodies. Except as set forth

in Section 4.09 of the Disclosure Schedule, (i) each contract or agreement set forth on Section 4.09 of the Disclosure Schedule is valid and binding on the Company and to the knowledge of the Company, on the respective parties thereto and is in full force and effect and, upon consummation of the transactions contemplated by this Agreement, shall continue in full force and effect without penalty or other adverse consequence without the consent, approval or act of, or the making of any filing with, any other Person, (ii) neither the Company nor any Subsidiary is in breach of, or default under, any of such agreements or contracts and no event has occurred which with notice or lapse of time would constitute such a breach or default or permit termination, modification or acceleration thereunder, (iii) to the knowledge of the Company, no other party to any of such agreements or contracts is in breach thereof or default thereunder and no event has occurred which with notice or lapse of time would constitute such a breach or default or permit termination, modification or acceleration thereunder and (iv) no Person has taken any action that has the effect of creating or triggering any entitlement to benefits under the terms of any agreement with any of its employees.

(e) Except as required by Law, no Benefit Plan provides retiree medical or retiree life insurance benefits to any person.

(f) Since December 31, 2005, the Company and its Subsidiaries have not effectuated (i) a "plant closing" as defined in the Worker Adjustment and Retraining Notification Act of 1988 (the "WARN Act") affecting any site of employment or one or more facilities or operating units within any site of employment or facility of the Company or any Subsidiary, or (ii) a "mass layoff" as defined in the WARN Act affecting any site of employment or facility of the Company or any of its Subsidiaries. Since December 31, 2005, neither the Company nor any of its Subsidiaries have been affected by any transaction or engaged in layoffs or employment terminations sufficient in number to trigger application of any federal, state or local law similar to the WARN Act.

SECTION 4.10. Absence of Litigation. Except as set forth in Section 4.10 of the Disclosure Schedule, as of the date of this Agreement, there are no Actions pending or, to the knowledge of the Company, threatened against the Company, the Subsidiaries or any of the assets or properties of the Company or the Subsidiaries involving a claim in an amount in excess of $1,000,000 or that reasonably would be expected to materially and adversely affect the Company's ability to affect the PRB Expansion or to prevent the Company from consummating the transactions contemplated hereby, and (b) the Company, the Subsidiaries and its and their assets and properties are not subject to any Governmental Order.

SECTION 4.11. Compliance with Laws. The Company and the Subsidiaries have each conducted and continue to conduct the Business in compliance with all applicable Laws in all material respects, except as would not be materially adverse to the Business.

SECTION 4.12. Taxes. Except as set forth in Section 4.12 of the Disclosure Schedule:

(a) All Tax Returns required to be filed by or with respect to the Company or any of its Subsidiaries have been properly and timely filed (taking into account any applicable extension periods), and all such Tax Returns were complete and correct in all material respects;

(b) The Company and its Subsidiaries have fully and timely paid all Taxes required to be paid by or with respect to them, and have made adequate provision in the financial statements of the Company (in accordance with GAAP) for Taxes not yet due and payable;

(c) There are no outstanding agreements or waivers extending the statutory period of limitations applicable to any Tax Returns required to be filed by or with respect to the Company and its Subsidiaries;

(d) None of the Tax Returns of or with respect to the Company or any of its Subsidiaries is currently being audited or examined by any taxing authority;

(e) The Company and its Subsidiaries have withheld and paid all material Taxes required to have been withheld and paid in connection with amounts paid to any employee, creditor, stockholder or other third party;

(f) No Encumbrances for material amounts of Taxes have been filed against the Company or any of its Subsidiaries, except for Encumbrances for Taxes not yet due or payable or for Taxes being contested in good faith;

(g) There are no material unresolved deficiencies or additions to Taxes that have been proposed, asserted or assessed in writing against the Company or any of its Subsidiaries;

(h) Neither the Company nor any Subsidiary is a party to any indemnification, allocation or sharing agreement with respect to Taxes that could give rise to a material payment or indemnification obligation (other than agreements among the Company and its Subsidiaries and other customary Tax indemnifications contained in credit or other commercial agreements the primary purpose of which does not relate to Taxes). Neither the Company nor any of its Subsidiaries has any liability for the Taxes of any Person under Treasury regulation section 1.1502-6 (or any similar provision of state, local or foreign law), or as a transferee or successor;

(i) Neither the Company nor any of its Subsidiaries has entered into any closing agreement pursuant to Section 7121 of the Internal Revenue Code or any similar provision of any state, local or foreign law;

(j) Since January 1, 2005, neither the Company nor any of its Subsidiaries has been a Controlled corporation or a distributing corporation in respect of a distribution to which Section 355 of the Internal Revenue Code was intended to apply;

(k) Neither the Company nor any of its Subsidiaries has participated in a transaction that is described as a "listed transaction" within the meaning of Treasury regulation section 1.6011-4(b)(2); and

(l) Neither the Company nor any of its Subsidiaries has, since October 3, 2004, (A) granted to any person an interest in a nonqualified deferred compensation plan (as defined in Section 409A(d)(1) of the Internal Revenue Code) which interest has been or, upon the lapse of a substantial risk of forfeiture with respect to such interest, will be subject to the Taxes imposed by Sections 409A(a)(1)(B) or (b)(4)(A) of the Internal Revenue Code, or (B)

modified the terms of any nonqualified deferred compensation plan in a manner that could cause an interest previously granted under such plan to become subject to the Taxes imposed by Sections 409(A)(a)(1)(B) or (b)(4)(A) of the Internal Revenue Code.

SECTION 4.13. Material Contracts. (a) Section 4.13(a) of the Disclosure Schedule is a true and complete list of all of the following contracts and agreements entered into as of the date of this Agreement by the Company or a Subsidiary (the "Material Contracts"):

(i) each contract and agreement for the purchase of goods or for the furnishing of services to the Company under the terms of which the Company: (A) is likely to pay or otherwise give consideration of more than $750,000 in the aggregate during the calendar year ended December 31, 2007 or (B) is likely to pay or otherwise give consideration of more than $3,000,000 in the aggregate over the remaining term of such contract;

(ii) all contracts and agreements relating to Indebtedness of the Company or any Subsidiary evidencing or which constitute a guarantee of any Indebtedness of any Person;

(iii) all material contracts and agreements with any Governmental Entity;

(iv) all contracts and agreements that limit or purport to limit the ability of the Company or any Subsidiary to compete in any line of business or with any Person or in any geographic area or during any period of time;

(v) each lease of real property involving more than $1,000,000 in the aggregate of rent over the remaining term of the lease;

(vi) each lease of personal property involving more than $1,000,000 in the aggregate of rent over the remaining term of the lease;

(vii) all contracts and agreements between or among the Company or any Subsidiary and any of the Equityholders or any Affiliate of any of such Equityholders;

(viii) all contracts and agreements providing for benefits under any Benefit Plan;

(ix) all contracts and agreements under which the Company or any Subsidiary is or may become obligated to pay any brokerage, finder's or similar fees or expenses in connection with this Agreement or consummation of the transactions contemplated hereby;

(x) all contracts and agreements to sell or otherwise dispose of any assets having a fair market value in excess of $750,000 other than in the ordinary course of business;

(xi) all contracts and agreements under which the Company or any Subsidiary is or may become obligated to pay any amount in respect of deferred or conditional purchase price (other than ordinary trade terms), indemnification obligations, purchase price adjustment or otherwise in connection with any (a) acquisition or disposition of all or substantially all of the assets or securities constituting a line of business of any Person, (b) merger, consolidation or other business combination, or (c) series or group of related transactions or events of a type specified in subclauses (a) and (b);

(xii) all contracts and agreements for the pending purchase or sale of real property in excess of $100,000;

(xiii) all contracts and agreements that contain exclusivity, most favored nation or similar types of provisions;

(xiv) all material guarantees of the obligations of customers, suppliers, officers, directors, employees, Affiliates or others entered into other than in the ordinary course of business;

(xv) all material contracts and agreements containing "paper barriers" as such term is generally understood in the railroad industry;

(xvi) all material contracts and agreements granting demurrage relief to a shipper entered into other than in the ordinary course of business;

(xvii) all material contracts and agreements imposing car or other equipment supply obligations entered into other than in the ordinary course of business;

(xviii) all material contracts and agreements granting another common carrier the right to use all or any portion of the Real Property or rail lines, yards or other facilities of the Company or any Subsidiary (including yard(s) and other facilities) or the right to serve industries located on the Real Property or rail lines, yards or other facilities of the Company or any Subsidiary;

(xix) all material contracts and agreements granting the right to use all or any portion of the rail line, yards or other facilities of another common carrier which relate to the Real Property;

(xx) all material contracts and agreements that relate to trackage rights, haulage, interchange, joint facility, switching and similar agreements which relate to the Real Property;

(xxi) all material contracts and agreements with shippers for rail transportation;

(xxii) all written contracts and agreements imposing a construction obligation that would cost more than $500,000; and

(xxiii) all other contracts and agreements whether or not made in the ordinary course of business, which are material to the Company and the Subsidiaries or the absence of which would have a Material Adverse Effect.

(b) Each Material Contract is valid and binding on the Company and, to the knowledge of the Company, the other parties thereto and is in full force and effect and, upon consummation of the transactions contemplated by this Agreement, shall continue in full force and effect without any change in control or prepayment expense or penalty, other penalty or other adverse consequence and without the consent, approval or act of, or the making of any filing with, any other Person, and neither the Company nor any Subsidiary is in breach of, or default under, any Material Contract and no event has occurred which with notice or lapse of time would constitute such a breach or default or permit termination, modification or acceleration thereunder; provided, however, that all Material Contracts described in clause (vii) above, other than those set forth on Schedule 4.13(b) of the Disclosure Schedule, shall terminate on or prior to the Effective Time without any ongoing obligation, change in control or prepayment expense or penalty, other penalty or other adverse consequence and without the consent, approval or act of, or the making of any filing with, any other Person.

(c) To the knowledge of the Company, no other party to any Material Contract is in material breach thereof or material default thereunder and no event has occurred which with notice or lapse of time would constitute such a breach or default or permit termination, modification or acceleration thereunder.

(d) Except for the Financial Agreement, there is no contract, agreement or other arrangement granting any Person any preferential right to purchase, other than in the ordinary course of business consistent with past practice, any of the properties or assets of the Company and the Subsidiaries. The terms of Section 2 of the Financial Agreement and any right of first refusal set forth in said agreement shall not be applicable to the transactions contemplated by this Agreement provided the Closing occurs on or before February 26, 2008.

(e) Neither the Company nor any Subsidiary is currently renegotiating any of the Material Contracts or paying liquidated damages in lieu of performance thereunder. Complete and correct copies of each Material Contract have been made available to Purchaser.

SECTION 4.14. Environmental Matters. (a) Except as set forth in Section 4.14 of the Disclosure Schedule or as would not have a Material Adverse Effect:

(i) The Company and each Subsidiary are in compliance with, and for the past three years has been in compliance with, all applicable Environmental Laws and all Environmental Permits. All past noncompliance with Environmental Laws or Environmental Permits has been resolved without any pending, ongoing or future obligation, cost or liability, and there is no requirement proposed for adoption or implementation under any Environmental Law or Environmental Permit.

(ii) There are no underground or aboveground storage tanks or any surface impoundments, septic tanks, pits, sumps or lagoons in which Hazardous Materials are being or have been treated, stored or disposed of on any of the Real Property or,

during the period of the Company's or any Subsidiary's ownership, lease, use or occupancy thereof, on any property formerly owned, leased, used or occupied by the Company or any Subsidiary and neither the Company nor any Subsidiary has engaged in operation or activities upon any of the Real Property for the purpose of, or in any way involving, the handling, manufacture, treatment, processing, storage, use, generation, release, discharge, emission, dumping or disposal of any Hazardous Materials, at, on, or under such Real Property, except in compliance in all material respects with al applicable Environmental Laws.

(iii) There has been no Release of any Hazardous Material on any of the Real Property or, during the period of the Company's or any Subsidiary's ownership, lease, use or occupancy thereof, on any property formerly owned, leased, used or occupied by the Company or any Subsidiary.

(iv) Neither the Company nor any Subsidiary is conducting, and none of them has undertaken or completed, any Remedial Action relating to any Release or threatened Release of any Hazardous Material at the Real Property or at any other site, location or operation, either voluntarily or pursuant to the order of any Governmental Entity or the requirements of any Environmental Law or Environmental Permit.

(v) There is no asbestos or asbestos-containing material on any of the Real Property.

(vi) None of the Real Property is listed or, to the knowledge of the Company, proposed for listing, or adjoins any other property that is listed or, to the knowledge of the Company, proposed for listing, on the National Priorities List or CERCLIS or on any analogous federal, state or local list.

(vii) There are no Environmental Claims pending or, to the knowledge of the Company, threatened against the Company, any Subsidiary or the Real Property, and, to the knowledge of the Company, there are no circumstances that can reasonably be expected to form the basis of any such Environmental Claim, including with respect to any off-site disposal location currently or formerly used by the Company or any Subsidiary or any of its predecessors or with respect to previously owned or operated facilities.

(b) The Company has provided Purchaser with copies of (i) any environmental assessment or audit reports or other similar studies or analyses relating to the Business, the Real Property, the Company or any Subsidiary prepared since January 1, 2005, and (ii) all insurance policies issued at any time that may currently provide coverage to the Company or any Subsidiary or the Business for environmental matters.

SECTION 4.15. Tangible Personal Property and Real Property. (a) Except as set forth in Schedule 4.15(a) of the Disclosure Schedule and except for Permitted Encumbrances, the Tangible Personal Property and the Real Property owned or leased by the Company and the Subsidiaries is owned or leased free and clear of all Encumbrances and such assets and

properties owned or leased by the Company and the Subsidiaries constitute all the assets and properties used in or necessary for the operation of the Business.

(b) Section 4.15(b) of the Disclosure Schedule sets forth with respect to (x) each item of real property owned, leased or otherwise held and/or used by the Company or any of its Subsidiaries and (y) each material track, marshalling yard, trailer/container and automobile loading and unloading facility, operating office, shop and service building and other railway property outside of normal right of way owned, leased or otherwise held and/or used by the Company or any of its Subsidiaries: (i) the address of such real property, if applicable; (ii) whether such property is a Stabilized Property, a Development Property or a Land Holding; (iii) the specific owner/interest-holder, the type of interest that is held (other than with respect to railroad property) and the percentage interest held by such Person; (iv) the use of such real property; and (v) whether such Real Property is to the knowledge of the Company used or occupied by any Person other than the Company or any of its Subsidiaries or either the Company or a Subsidiary does not have, with respect to each item of real property described in Section 4.15(b) of the Disclosure Schedule, good and marketable fee title, or a valid leasehold, easement, right of way or other interest or otherwise has a valid right of possession which is sufficient to permit such Persons to conduct such business as is currently conducted or carried on without undue charge or expense, in each case free and clear of all Encumbrances, except for Permitted Encumbrances.

SECTION 4.16. Intellectual Property. Section 4.16(a) of the Disclosure Schedule sets forth a true and complete list of all Intellectual Property owned by the Company (the "Company Intellectual Property"). To the knowledge of the Company, (i) no person is engaging in any activity that infringes any Company Intellectual Property, and (ii) no claim has been asserted to the Company that the use of any Company Intellectual Property infringes the patents, trademarks, or copyrights of any third party. Except as would not have a Material Adverse Effect, with respect to each item of Company Intellectual Property, the Company or a Subsidiary is the owner of the entire right, title and interest in and to such Company Intellectual Property. Section 4.16(b) of the Disclosure Schedule sets forth a true and complete list of all material licenses of Intellectual Property to the Company from any third party, excluding licenses of Off-the-Shelf Software or "shrink-wrap" and "click-wrap" licenses. To the knowledge of the Company, the use of the Company Intellectual Property by the Company in connection with the operation of the Business as presently conducted does not infringe or misappropriate the Intellectual Property rights of any third party in any manner that would have a Material Adverse Effect.

SECTION 4.17. Brokers. Except for certain of the amounts to be set forth on the Closing Date Payment Schedule, no broker, finder, legal or financial adviser or consultant is entitled to any brokerage, finder's or other fee or commission in connection with the consummation of the transactions contemplated by this Agreement based upon arrangements made by or on behalf of the Company.

SECTION 4.18. Insurance. The Company and its Subsidiaries own or hold policies of insurance that provide coverage in the amounts and against the risks required to comply with applicable Law. With respect to each insurance policy owned or held by the Company or any of its Subsidiaries, except as, individually or in the aggregate, would not have a

Material Adverse Effect: (i) such policy is valid and binding on the Company or the Subsidiary of the Company party thereto and, to the knowledge of the Company as of the date of this Agreement, each other party thereto, and, except for any policy that has expired in accordance with its terms, is in full force and effect (and were in full force and effect during the periods of time such insurance policies were purported to be in effect) and all premiums due and payable thereon have been paid, (ii) none of the Company or any Subsidiary of the Company has received written notice of default under any such policy by the Company or any of its Subsidiaries and, to the knowledge of the Company as of the date of this Agreement, there is no default by any other party thereto, and no event has occurred that with the lapse of time or the giving of notice or both would constitute a default thereunder by the Company or any of its Subsidiaries or, to the knowledge of the Company as of the date of this Agreement, by any other party thereto and (iii) to the knowledge of the Company as of the date of this Agreement, no notice of cancellation or termination has been received other than in connection with ordinary renewals.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF PURCHASER

Guarantor, Parent and Purchaser, jointly and severally, represent and warrant to the Company as follows:

SECTION 5.01. Incorporation and Authority of Purchaser. Each of Guarantor, Parent and Purchaser are corporations duly incorporated, validly existing and in good standing under the laws of their respective jurisdictions of incorporation and have all necessary corporate power and authority to enter into this Agreement and the Definitive Agreements, to carry out their respective obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the Definitive Agreements by each of Guarantor, Parent and Purchaser, the performance by each of Guarantor, Parent and Purchaser of their respective obligations hereunder and thereunder and the consummation by Guarantor, Parent and Purchaser of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of each of Guarantor, Parent and Purchaser. This Agreement and the Definitive Agreements have been duly executed and delivered by Guarantor, Parent and Purchaser, and, assuming due authorization, execution and delivery by the other parties hereto, constitutes legal, valid and binding obligations of Guarantor, Purchaser enforceable against Purchaser in accordance with their terms.

SECTION 5.02. No Conflict. Except as set forth in Section 5.02 of the Purchaser Disclosure Letter, the execution, delivery and performance of this Agreement and the Definitive Agreements by each of Guarantor, Parent and Purchaser do not and will not (a) violate or conflict with the Certificate of Incorporation or By-laws of any of Guarantor, Parent or Purchaser, (b) conflict with or violate any Law or Governmental Order applicable to any of Guarantor, Parent or Purchaser or (c) result in any breach of, or constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the

creation of any Encumbrance on any of the assets or properties of any of Guarantor, Parent or Purchaser pursuant to any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument relating to such assets or properties to which any of Guarantor, Parent or Purchaser is a party or by which any of such assets or properties is bound or affected, except as would not, in the case of either (b) or (c) above, individually or in the aggregate, delay the consummation of the transactions contemplated by this Agreement or have a material adverse effect on the ability of any of Guarantor, Parent or Purchaser to consummate the transactions contemplated hereby.

SECTION 5.03. Consents and Approvals. No consent, approval, authorization, license, order or permit of, or declaration, filing or registration with, or notification to, any Governmental Entity, is required to be made or obtained by any of Guarantor, Parent or Purchaser or any of their respective Affiliates in connection with the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, except: (a) any applicable requirements of the ICCTA and the regulations of the STB and, if applicable, compliance with the HSR Act; (b) any applicable non-United States consents, approvals, authorizations, filings and notifications required under any applicable antitrust, competition or trade regulation Law, except where the failure to obtain such consents, approvals, authorizations, licenses, orders or permits, or to make such declarations, filings or registrations or notifications would not, (i) individually or in the aggregate, delay the consummation of the transactions contemplated hereby or thereby or (ii) have an adverse effect on the ability of any of Guarantor, Parent or Purchaser to consummate the transactions contemplated hereby or thereby and (c) as may be necessary as a result of any facts or circumstances relating solely to the Company.

SECTION 5.04. Absence of Litigation. No Action is pending or, to the knowledge of the General Counsel, Chief Executive Officer or the Chief Financial Officer of any of Guarantor, Parent or Purchaser, threatened, against any of Guarantor, Parent or Purchaser or any of the assets or properties of any of Guarantor, Parent or Purchaser that would, individually or in the aggregate, reasonably would be expected to prevent or delay the consummation of the transactions contemplated by this Agreement or have an adverse effect on the ability of Purchaser to consummate the transactions contemplated by this Agreement.

SECTION 5.05. Investment Purpose. Each of Parent and Purchaser is acquiring the Shares solely for the purpose of investment and not with a view to, or for offer or sale in connection with, any distribution thereof.

SECTION 5.06. Financing. Each of Parent and Purchaser will have at the Closing all funds necessary to consummate the transactions contemplated by this Agreement.

SECTION 5.07. Brokers. No broker, finder or investment banker other than Morgan Stanley & Co Incorporated and RBC Capital Markets is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of any of Guarantor, Parent and Purchaser or any Person acting on their behalf.

ARTICLE VI

ADDITIONAL AGREEMENTS

SECTION 6.01. Conduct of Business Prior to the Closing. (a) Except as set forth in Section 6.01(a) of the Disclosure Schedule, or as permitted or required under this Agreement the Company agrees that it will from the date of this Agreement until the Closing, and shall cause each Subsidiary to, conduct its business in the ordinary course and consistent with past practice. Without limiting the generality of the foregoing, the Company shall, and shall cause each Subsidiary to, (i) use its commercially reasonable best efforts to (A) preserve intact its business organizations and the business organization of the Business, (B) keep available the services of the employees of the Company and each Subsidiary, (C) continue in full force and effect without material modification all existing policies or binders of insurance currently maintained in respect of the Company, each Subsidiary and the Business and (D) preserve its current relationships with its customers, suppliers and other persons with which it has significant business relationships; and (ii) exercise, but only after notice to Purchaser and receipt of Purchaser's prior written approval, any rights of renewal pursuant to the terms of any of the leases set forth in Section _ of the Disclosure Schedule which by their terms would otherwise expire.

(b) The Company agrees that, except as described in Section 6.01(b) of the Disclosure Schedule or except as permitted or required pursuant to the terms of this Agreement, from the date hereof until the Closing, without the prior written consent of Purchaser, neither the Company nor any Subsidiary will:

(i) permit or allow any of its assets or properties (whether tangible or intangible) to be subjected to any Encumbrance, other than Permitted Encumbrances and, other than Encumbrances that will be released at or prior to the Closing, other than in the ordinary course of business consistent with past practice;

(ii) make any loan to, guarantee any Indebtedness of or otherwise create, incur or assume, or agree to create, incur or assume, any Indebtedness on behalf of any Person, other than loans between the Company and any Subsidiary or between Subsidiaries;

(iii) enter into any transaction with any Equityholder or any Affiliate of any Equityholder or redeem any of the capital stock or declare, make or pay any dividends or distributions (whether in cash, securities or other property) to any Equityholder or otherwise, except for redemptions, dividends or distributions (whether in cash, securities or other property) by any Subsidiary solely to the Company or to another Subsidiary;

(iv) make any changes in the customary methods of operations of the Company or any Subsidiary, including, without limitation, practices and policies relating to purchasing, inventories, marketing, selling and pricing, other than in the ordinary course of business consistent with past practice;

(v) merge with, enter into a consolidation with, or acquire an interest, in any Person or acquire a substantial portion of the assets or business of any Person or any division or line of business thereof, or otherwise acquire any assets or acquire or condemn real property in connection with the PRB Expansion in an amount in excess of that set forth in Section 6.01(b)(v) of the Disclosure Schedule;

(vi) make any capital or other expenditure or commitment for any capital or other expenditure except as set forth in the 2007 Budgets;

(vii) sell, transfer, lease, sublease, license or otherwise dispose of any properties or assets, real, personal or mixed (including, without limitation, leasehold interests and intangible assets), other than in the ordinary course of business consistent with past practice;

(viii) issue or sell any capital stock, notes, bonds or other securities, or any option, warrant or other right to acquire the same, of, or any other interest in, the Company or any Subsidiary;

(ix) enter into, renew, extend, or renegotiate any agreement with any of its directors, officers, employees, labor organizations, or Equityholder (or with any relative, beneficiary, spouse or Affiliate of such Person) or take any action that has the effect of creating or triggering, any entitlement to benefits under the terms of any such agreement;

(x) (A) grant any increase, or announce any increase, in the wages, salaries, compensation, bonuses, incentives, pension or other benefits payable by the Company or any Subsidiary to any of its employees, including, without limitation, any increase or change pursuant to any Benefit Plan or (B) establish or increase or promise to increase any benefits under any Benefit Plan, except as required by Law or any collective bargaining agreement;

(xi) make any change in any method of accounting or accounting practice or policy used by the Company or any Subsidiary, other than such changes required by Law or GAAP;

(xii) allow any permit or Environmental Permit that was issued or relates to the Company or any Subsidiary or otherwise relates to any asset to lapse or terminate or fail to renew any such permit or Environmental Permit or any insurance policy that is scheduled to terminate or expire prior to the Closing, other than Encumbrances that will be released at or prior to the Closing, in each case other than in the ordinary course of business consistent with past practice;

(xiii) create, incur, guarantee or assume any Indebtedness other than under the Revolver;

(xiv) amend or restate the Certificate of Incorporation or the By-laws of the Company or any Subsidiary;

(xv) terminate, discontinue, close or dispose of any facility or other business operation, or lay off any employees (other than layoffs of less than 70 employees in any six-month period in the ordinary course of business consistent with past practice) or implement any early retirement or separation plan (other than any early retirement or separation plan or action already announced or in effect as of the date of this Agreement) or announce any such action or plan for the future;

(xvi) other than in the ordinary course of business consistent with past practice, make any express or deemed election or settle or compromise any liability, with respect to material Taxes of the Company or any Subsidiary;

(xvii) amend or otherwise modify the Warrant Purchase Agreement, the Termination Agreement or any Release Agreement;

(xviii) agree, whether in writing or otherwise, to take any of the actions specified in this Section 6.01 or grant any options to purchase, rights of first refusal, rights of first offer or any other similar rights or commitments with respect to any of the actions specified in this Section 6.01, except as expressly contemplated by this Agreement;

(xix) enter into any transaction, agreement or term sheet with any utility or energy company regarding a coal transportation contract or agreement related to the PRB Expansion;

(xx) enter into any contract for a term of more than one year with any customer; or

(xxi) agree, whether in writing or otherwise, to take any action or enter into any agreement which would have been required to be set forth on Section 4.13 of the Disclosure Schedule if in effect on the date hereof or otherwise enter into any other material transaction.

(c) Section 280G. To the extent practicable and as would be effective under applicable Law, prior to the Effective Time, the Company and the Stockholders' Representative shall, and shall cause each Subsidiary to, use commercially reasonable best efforts to take any and all action as shall be necessary to obtain the consent of any Affiliates, officers, employees or directors, so that amounts payable by the Company on account of the transactions contemplated by this Agreement, which otherwise would be "parachute payments" under Sections 280G(b)(2) of 4999 of the Internal Revenue Code are exempt from treatment as parachute payments pursuant to Section 280G(b)(5) of the Internal Revenue Code.

SECTION 6.02. Access to Information. (a) From the date hereof until the Closing, upon reasonable notice, the Company shall (i) afford the officers, employees and authorized agents and representatives of Purchaser reasonable access, during normal business hours, to the offices, properties, books and records of the Company and the Subsidiaries and (ii) furnish to the officers, employees and authorized agents and representatives of Purchaser such additional financial and operating data and other information regarding the assets, properties, goodwill and business of the Company and the Subsidiaries as Purchaser may from time to time

reasonably request in order to assist Purchaser in fulfilling its obligations under this Agreement and facilitating the consummation of the transactions contemplated hereby, subject to a customary confidentiality agreement to be entered into between the Company and Purchaser; provided, however, that Purchaser shall not unreasonably interfere with any of the businesses or operations of the Company or any Subsidiary.

(b) Parent and Purchaser agree that they shall preserve and keep all Books and Records relating to the business or operations of the Company and the Subsidiaries on or before the Closing in Purchaser's possession for a period of at least eight years from the Closing.

SECTION 6.03. Confidentiality. Subject to this Section 6.03, Guarantor, Parent, Purchaser and the Company hereby agree to keep this Agreement, including but not limited to, any amounts to be paid pursuant hereto, confidential. Guarantor, the Company and Parent shall consult with each other before issuing any press release or otherwise making any public statements with respect to this Agreement or any of the transactions contemplated by the Definitive Agreements and shall not issue any such press release or make any such public statement without the prior consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, however, that a party may, without the prior consent of the other party, issue such press release or make such public statement as may be required by Law (including pursuant to any application to be filed with the STB by Parent), the applicable rules of any stock exchange or any listing agreement with any stock exchange. In the event that Purchaser, Parent or the Company, or any of its or their Controlled Affiliates or advisors, otherwise are requested to disclose any other information concerning the Company which has not been previously disclosed publicly, then Parent, Purchaser, the Company or the Surviving Corporation and any such Controlled Affiliates and advisors agree to use commercially reasonable best efforts to provide the Company with prompt notice of such request or requirement in order to enable the Company to (i) seek an appropriate protective order or other remedy (and if such an order is sought, the Company, the Surviving Corporation, Parent or Purchaser, as applicable, will provide such cooperation as is reasonably requested), (ii) consult with Purchaser or Parent, as applicable, with respect to the taking of steps to resist or narrow the scope of such request or legal process, or (iii) waive compliance, in whole or in part, with the terms of this Agreement. In the event that such protective order or other remedy is not obtained, or compliance, in whole or in part, with the terms of this agreement is waived, the party making such request will disclose only that portion of the information requested that such party is advised in writing by counsel is legally required to be disclosed and will use commercially reasonable best efforts, as applicable, to ensure that all such information so disclosed will be accorded confidential treatment. Notwithstanding the foregoing, the Company, the Stockholders' Representative, Parent and Purchaser may disclose to their respective Affiliates, and their Affiliates respective managers, partners, directors, officers, employees, agents and advisors any information which is otherwise restricted under this Section 6.03.

SECTION 6.04. Regulatory and Other Authorizations; Consents. (a) The Company, Parent and Purchaser shall each use its commercially reasonable best efforts to (i) consummate and make effective the Merger and the other transactions contemplated by this Agreement, (ii) obtain promptly all authorizations, consents, orders and approvals of and to make all filings with and to give all notices to all Governmental Entities and officials required to consummate the Merger and the other transactions contemplated by this Agreement; provided,

however, Parent and Purchaser shall use their commercially reasonable best efforts to prepare, and obtain the approval of the STB with respect to, the Voting Trust Agreement, (iii) cooperate fully with the other party in promptly seeking to obtain all such authorizations, consents, orders and approvals and to make such filings, (iv) provide such other information to any Governmental Entity as such Governmental Entity may reasonably request in connection therewith. Each of Parent, Purchaser and the Company agrees to make promptly, but in no event later than within 20 Business Days of the Date of this Agreement, and any required filings in connection with the Merger pursuant to the ICCTA and to the STB and, to the extent required by Law, file contemporaneously with the Federal Trade Commission and the Department of Justice, Antitrust Division, copies of all documents, application forms, and all written submissions of any type whatsoever provided to the STB. Each of Parent, Purchaser and the Company hereby agrees to (A) make, if applicable, any subsequent record filings with or presentations to the STB in connection with seeking any STB approval, exemption or other authorization necessary to permit Purchaser lawfully to exercise Control over the Company's Business and, to the extent required by Law, submit contemporaneously to the Federal Trade Commission and the Department of Justice Antitrust Division, copies of all such filings and presentations; (B) prosecute any such filings and other presentations with diligence, (C) oppose any objections to, appeals from or petitions to reconsider or reopen any such STB approval by persons not party to this Agreement, and (D) take all such further action as in Purchaser's judgment reasonably may facilitate obtaining any necessary final order or orders of the STB approving, exempting or otherwise authorizing such Control consistent with this Agreement. Purchaser will pay all fees or make all other payments to any Governmental Entity in order to obtain any such authorizations, consents, orders or approvals.

(b) Without limiting the generality of Parent's and Purchaser's undertakings pursuant to Section 6.04(a), Parent and Purchaser shall:

(i) use their commercially reasonable best efforts to take promptly any and all steps necessary to eliminate any objections or concerns asserted with respect to the transactions contemplated hereby by any Governmental Entity with jurisdiction over the enforcement of any Laws applicable to Purchaser's acquisition of the Shares so as to enable the parties hereto to consummate the Merger and the other transactions contemplated hereby prior to the Termination Date, including but not limited to: entering into negotiations, providing information, making proposals, entering into and performing agreements or submitting to judicial or administrative orders, or selling or otherwise disposing of, or holding separate (through the establishment of a trust or otherwise), particular assets or categories of assets, or businesses, of Purchaser or any of its subsidiaries or Affiliates or of the Company's assets or businesses to be acquired by Purchaser pursuant hereto;

(ii) use their commercially reasonable best efforts to take promptly, in the event that a permanent or preliminary injunction or order has been issued in a judicial or administrative proceeding brought under any Law by any Governmental Entity or any other party that would make consummation of the transactions contemplated at the Closing in accordance with the terms of this Agreement unlawful or that would prevent or delay such consummation prior to the Termination Date, any and all reasonable steps necessary to vacate, modify or suspend such injunction or order so as to permit such

consummation prior to the Termination Date, including, without limitation, entering into a voting trust arrangement and taking the steps contemplated by Section 6.04(b)(i); and

(iii) use their commercially reasonable best efforts to take promptly all other actions and do all other things necessary and proper to avoid or eliminate each and every impediment under any Law that may be asserted by any Governmental Entity or any other party to the consummation of the transactions contemplated at the Closing in accordance with the terms of this Agreement;

provided, however, that, notwithstanding anything set forth herein to the contrary, in no event shall Parent or Purchaser be obligated to agree, as a condition for resolving any such matter, (i) to dispose of or hold separate any of its properties or other assets, or the properties or other assets of the Company and its Subsidiaries after the Effective Time, (ii) to grant to any other carrier trackage rights, haulage rights or other commercial access to any rail lines of Parent, the Company, or their respective Affiliates or (iii) to subject itself to any material restriction on the operation of its business or the business of the Company and its Subsidiaries after the Effective Time.

(c) Prior to the Closing, each of Parent, Purchaser and the Company shall cooperate fully with one another in keeping the other party reasonably informed, including by providing the other party a copy of any communication it or any of its Affiliates receives from any Governmental Entity relating to the matters set forth in subsection (a) above to the extent related to the Merger. Parent, Purchaser and the Company will coordinate and cooperate fully with each other in exchanging such information and providing such assistance as the other party may reasonably request in connection with the foregoing and in seeking early termination of any applicable waiting periods, including, if applicable, under the rules and regulations of the STB and, if applicable, under the HSR Act. Prior to the Closing, none of the parties to this Agreement shall agree to participate in any meeting with any Governmental Entity in respect of any filings, investigation (including any settlement of the investigation), litigation or other inquiry made in connection with the Merger, unless it consults with the other parties in advance and, to the extent permitted by such Governmental Entity, gives the other parties the opportunity to attend and participate at such meeting. Prior to the Closing, the parties to this Agreement will provide each other with copies of all correspondence, filings or communications between them or any of their representatives, on the one hand, and any Governmental Entity or members of its staff, on the other hand, prior to the Closing with respect to this Agreement and the transactions contemplated by this Agreement; provided, however, that materials may be redacted (x) to remove references concerning the valuation of the Business, (y) as necessary to comply with contractual arrangements, and (z) as necessary to address reasonable attorney-client or other privilege or confidentiality concerns.

SECTION 6.05. Investigation. (a) Parent and Purchaser acknowledge and agree that (i) they have made their own inquiry and investigation into, and, based thereon, have formed an independent judgment concerning, the Company and the Business, (ii) they have been furnished with or given adequate access to such information about the Company, the Subsidiaries and the Business as it has requested and (iii) other than the representations and warranties made in Article III, none of the Company, its Affiliates, or any of their respective officers, directors, employees or representatives make or have made any representation or warranty, express or

implied, at law or in equity, with respect to the Company, the Subsidiaries, the Shares or the Business, including as to (A) merchantability or fitness for any particular use or purpose, (B) the operation of the Business by Purchaser after the Closing in any manner other than as used and operated by the Company and the Subsidiaries, (C) the probable success or profitability of the Business after the Closing or (D) the ability of the Company to complete the PRB Expansion.

(b) Certain information set forth in the Disclosure Schedule is included solely for informational purposes and may not be required to be disclosed pursuant to this Agreement. The disclosure of any information shall not be deemed to constitute an acknowledgement that such information is required to be disclosed in connection with the representations and warranties made by the Company in this Agreement, nor shall such information be deemed to establish a standard of materiality.

SECTION 6.06. Further Action. (a) Subject to the terms and conditions herein provided, each of the parties hereto covenants and agrees to use its commercially reasonable best efforts to deliver or cause to be delivered such documents and other papers and to take or cause to be taken such further actions as may be necessary, proper or advisable under applicable Laws to consummate and make effective the transactions contemplated hereby.

(b) The Company shall use its commercially reasonable best efforts to receive all consents or waivers necessary in connection with the Stockholders' Agreement in order to consummate and make effective the transactions contemplated hereby.

SECTION 6.07. Directors' and Officers' Indemnification. (a) For a period of six years from the Effective Time, the Certificate of Incorporation and By-laws of the Surviving Corporation shall contain provisions no less favorable with respect to indemnification than are set forth in the Certificate of Incorporation and By-laws of the Company, which provisions shall not be amended, repealed or otherwise modified for a period of six years from the Effective Time in any manner that would affect adversely the rights thereunder of individuals who, at or prior to the Effective Time, were directors or officers of the Company or any of its Subsidiaries, unless such modification shall be required by law and then only to the minimum extent required by law.

(b) After the Effective Time, the Surviving Corporation shall, to the fullest extent permitted under applicable law, indemnify and hold harmless, each present and former director and officer of the Company and each Subsidiary (collectively, the "Indemnified Parties") against all costs and expenses (including attorneys' fees), judgments, fines, losses, claims, damages, liabilities and settlement amounts paid in connection with any claim, action, suit, proceeding or investigation (whether arising before or after the Effective Time), whether civil, criminal, administrative or investigative, arising out of or pertaining to any action or omission in their capacity as an officer or director, whether occurring before or after the Effective Time, for a period of six years after the date hereof to the same extent as provided in the Certificate of Incorporation of the Company or any other applicable contract or agreement in effect on the date hereof. In the event of any such claim, action, suit, proceeding or investigation, (i) the Surviving Corporation shall pay the reasonable fees and expenses of counsel selected by the Indemnified Parties, which counsel shall be reasonably satisfactory to the Surviving Corporation, promptly after statements therefor are received and (ii) the Surviving

Corporation shall cooperate in the defense of any such matter; provided, however, that, in the event that any claim for indemnification is asserted or made within such six year period, all rights to indemnification in respect of such claim shall continue until the disposition of such claim.

(c) Parent shall cause the Surviving Corporation to perform all of the obligations of the Surviving Corporation under this Section 6.07.

SECTION 6.08. Stockholders' Representative Appointment. (a) On or prior to the Closing Date, the Board of Directors of the Company shall designate a Person (the "Stockholders' Representative") to serve as the Stockholders' Representative and the Stockholders' Representative shall execute and deliver to the Company, Purchaser and Parent a signature page to this Agreement, which shall constitute its acknowledgment and agreement that it is bound by the terms of this Agreement applicable to the Stockholders' Representative and thereafter the Stockholders' Representative shall be deemed a party hereto. The Stockholders' Representative shall be the initial agent, proxy and attorney-in-fact for each Equityholder to take all actions required or permitted under the Definitive Agreements (including full power and authority to act on such Equityholder's behalf under this Agreement). Without limiting the generality of the foregoing, but subject to the immediately preceding proviso and to Section 9.09, the Stockholders' Representative will be authorized to:

(i) in connection with the Closing, execute and receive all documents, instruments, certificates, statements and agreements on behalf of and in the name of the Equityholders necessary to effectuate the Closing and consummate the transactions contemplated by the Definitive Agreements;

(ii) take all actions on behalf of the Equityholders in connection with any claims made hereunder to defend or settle such claims and to make or receive and disburse payments in respect of such claims;

(iii) take all actions on behalf of the Equityholders in connection with the Escrow Account, the Gross-up Escrow Account and the Closing Date Payment Schedule and all distributions in connection with, and all adjustments and payments described in, Sections 3.04 and 3.05 of the Agreement; and

(iv) take all other actions to be taken by or on behalf of the Equityholders and exercise any and all rights which the Equityholders are permitted or required to do or exercise under the Definitive Agreements.

(b) Except as otherwise agreed by the Stockholders' Representative and the Equityholders, (i) the Stockholders' Representative will not be liable to any Equityholders for any action taken by it, or its failure to take any action, pursuant to this Agreement in good faith and without gross negligence or willful misconduct, and the Equityholders shall jointly and severally indemnify the Stockholders' Representative from any and all damages, dues, penalties, fines, costs, losses, and expenses ("Stockholders' Representative's Losses") arising out of its serving as the Stockholders' Representative hereunder except to the extent the Stockholders' Representative acts, or fails to act, other than in good faith or with gross negligence or willful

misconduct; provided, however, with respect to any Stockholders' Representative's Losses for which an Equityholder (a "Paying Equityholder") makes a payment to the Stockholders' Representative, the Paying Equityholder shall be indemnified and held harmless by each other Equityholder to the extent of the amount by which the Paying Equityholder's payment exceeds its Equityholder's Percentage of the Stockholders' Representative's Losses; (ii) each Equityholder shall pay to the Stockholders' Representative, promptly upon request and in any event within ten (10) days of such request, such Equityholder's Equityholder's Percentage of any amounts paid, or required to be paid, by the Stockholders' Representative on behalf of such Equityholder and agrees to pay its Equityholder's Percentage of any and all costs and expenses (including counsel and legal fees and expenses) incurred by the Stockholders' Representative in connection with the protection, defense, enforcement or other expense of any rights under this Agreement; and (iii) the Stockholders' Representative shall have a right of set off against any Milestone Payments with respect to its reasonable costs and expenses. Except as otherwise set forth in this Agreement or as required by Law, any and all payments made by any Equityholder under this Section 6.08 shall be made free and clear of any present or future taxes, deductions, charges or withholdings and all liabilities with respect thereto. The Stockholders' Representative shall serve in such capacity solely for purposes of administrative convenience, and shall not be deemed personally liable in such capacity for any of the obligations of the Equityholders hereunder, and Parent and Purchaser agree that they shall not look to the personal or corporate assets of the Stockholders' Representative, acting in such capacity, for the satisfaction of any obligations to be performed by the Equityholders hereunder.

(c) Any Person or Persons constituting the Stockholders' Representative may resign at any time or be removed by the vote or written consent of the Equityholders who collectively hold more than 50% (or such other percentage as may be agreed among the Equityholders from time to time) of the Equityholder's Percentages (the "Required Equityholders") provided however, that such resignation or removal shall not be effective until such time as the Person or Persons succeeding such individual shall have been elected. In the event of the death, resignation or removal of any of the Person or Persons who constitute the Stockholders' Representative, a successor shall be elected (and may be removed and replaced) by the remaining Person or Persons who constitute the Stockholders' Representative; provided that if no such Person or Persons remain, such successor shall be elected (and may be removed and replaced) (i) at any time prior to the Closing, by the Company and (ii) at any time after the Closing, by the vote or written consent of the Required Equityholders at such time, such election (or removal and replacement) to become effective upon the written acceptance thereof by such new Person or Persons. The election described in the preceding clause (ii) shall be conducted by the Equityholder who holds the greatest Equityholder's Percentage at such time who is willing to conduct the election, and shall be paid for by the Equityholders. Upon any such election or removal, the Company or the Required Equityholders, as appropriate, shall deliver to Parent and, if applicable, the Surviving Corporation a certificate identifying such newly elected Stockholders' Representative and Parent, the Surviving Corporation, the Escrow Agent, the Gross-up Escrow Agent and the Paying Agent and any other Person shall be entitled to rely on such certificate. The Stockholders' Representative shall, at the expense of the Equityholders, be entitled to engage such counsel, experts and other agents and consultants as he or she shall deem necessary in connection with exercising his or her powers and performing his or her function hereunder.

(d) All decisions and actions by the Stockholders' Representative will be binding upon each Equityholder and no Equityholder will have the right to object, dissent, protest or otherwise contest the same. Parent and Purchaser will be able to rely conclusively on the written instructions of the Stockholders' Representative as to such decisions and actions taken by the Stockholders' Representative hereunder.

SECTION 6.09. Preserve Accuracy of Representations and Warranties; Notification of Certain Matters. Each party hereto shall refrain from taking any action which would render any representation or warranty contained in Article IV or V inaccurate as of the Closing Date. Each party shall promptly notify the other of (i) any event or matter that would reasonably be expected to cause any of its representations or warranties to be untrue in any material respect or (ii) any action, suit or proceeding that shall be instituted or threatened against such party to restrain, prohibit or otherwise challenge the legality of any transaction contemplated by this Agreement. During the period prior to the Closing Date, the Company will notify Purchaser of (i) any Material Adverse Effect, (ii) any lawsuit, claim, proceeding or investigation that is threatened, brought, asserted or commenced against the Company or any Subsidiary which would have been listed in Section 4.10 of the Disclosure Schedule if such lawsuit, claim, proceeding or investigation had arisen prior to the date hereof, (iii) any notice or other communication from any third Person alleging that the consent of such third Person is or may be required in connection with the transactions contemplated by this Agreement, and (iv) any material default under any material Contract or event which, with notice or lapse of time or both, would become such a default on or prior to the Closing Date and of which the Company has knowledge.

SECTION 6.10. Acquisition Proposals. Neither the Company nor any Subsidiary will, and neither the Company nor any Subsidiary will authorize or permit any officer, director or employee of the Company or any Subsidiary or any Affiliate of the Company or any Subsidiary or authorize any investment banker, attorney, accountant or other representative retained by the Company or any Subsidiary or any Affiliate of the Company or any Subsidiary to, directly or indirectly, solicit or encourage, or furnish information with respect to the Company or any Subsidiary, or engage in any discussions with any Person in connection with, any proposal for the acquisition of any portion of the capital stock or assets or properties of the Company or any Subsidiary, other than as contemplated by this Agreement. The Company and each Subsidiary will promptly cease or cause to be terminated any existing activities or discussions with any Person (other than Parent, Purchaser or their Affiliates) with respect to any of the foregoing and will promptly request the return of any confidential information provided to any Person in connection with a prospective acquisition of the capital stock, assets or properties of the Company or any Subsidiary.

SECTION 6.11. Indemnity.

(a) To the extent any Equityholders have not executed and delivered a Release and/or a Termination Agreement to which such Non-Releasing Equityholders are to be a party (each, a "Non-Releasing Equityholder") before the Construction Milestone Payment is due and payable under Section 3.05, an amount equal to two times the aggregate Per Share Merger Consideration which such Non-Releasing Equityholders were entitled to receive at the Closing

shall be deposited into the Escrow Account (the "Non-Releasing Equityholder Indemnity Amount").

(b) Parent, Purchaser, Surviving Corporation and their Affiliates shall be indemnified and held harmless from the Non-Releasing Equityholder Indemnity Amount from and against any and all losses, damages, costs and expenses (including reasonable attorneys fees) (a "Loss") arising out of or resulting from any written claim made by a Non-Releasing Equityholder, up to the amount of the Non-Releasing Equityholder Indemnity Amount, to the extent such claim arises out of the Merger or this Agreement and is solely related to such Non-Releasing Equityholder's status as a former Equityholder of the Company including, without limitation, claims made with respect to the following: (a) the capital structure of the Company and the Subsidiaries, including the number of outstanding shares, options, warrants, share units, (b) the issuance of any capital stock, warrants, share units or options by the Company or the Subsidiaries, (c) the violation of any covenants granting preemptive or similar rights with respect to the capital stock of the Company or the Subsidiaries, (d) all claims with respect to such Non-Releasing Equityholder's Preferred Stock, Share Units, and/or Company Options, (e) any action of the Board of Directors or any officer of the Company entering into the Merger Agreement, (f) any alleged breach by any director of the Company of his or her fiduciary duties to the Company or (g) the determination of the Equityholder's Percentage, the Closing Date Payment Schedule or Section 4.03 of the Disclosure Schedule (a "Claim"). Parent shall give the Stockholders' Representative prompt notice of any Claim, and in any event within 3 Business Days, after receipt. The Stockholders' Representative shall be entitled to participate in the defense of any Claim and neither Parent and its Affiliates nor the Stockholders' Representative shall settle any Claim without the consent of Parent or its Affiliates, on the one hand, or the Stockholders' Representative, on the other hand, as applicable which shall not be unreasonably withheld or delayed. If the Stockholders' Representative acknowledges in writing its obligation to indemnify Parent against any Losses that may result from such Claim, the Stockholders' Representative shall be entitled to assume the defense of such Claim at its own cost. In any case, the Stockholders' Representative and Parent and its Affiliates shall cooperate in the defense of any such Claim.

(c) Parent, Purchaser, Surviving Corporation and their Affiliates shall be indemnified and held harmless from any and all Losses arising out of the transactions (the "Koch Transactions") which are the subject of the Track Maintenance Agreement, dated as of October 15, 2005, by and among DM&E, IC&E and KM Strategic Investments, LLC, as amended through the date of this Agreement (the "Track Maintenance Agreement"), including, without limitation, any amount that KM Strategic Investments, LLC or its permitted successors or assigns draws down from the Letter of Credit, or a similar letter of credit established by the Surviving Corporation or Parent to replace the Letter of Credit (provided such replacement letter of credit contains a similar draw amount and is implemented in accordance with the terms of the Track Maintenance Agreement), on or prior to the expiration of DM&E's and IC&E's indemnification obligations thereunder (the "LC Amount"); provided, however, the foregoing indemnification obligations shall terminate immediately if the Surviving Corporation or any of its Affiliates enters into any transaction similar to the Koch Transaction with any Affiliate of KM Strategic Investments Inc. or Koch Industries Inc.

SECTION 6.12. Guaranty. Guarantor irrevocably and unconditionally guarantees to the Stockholders' Representative, Equityholders and the Company (a) the due and punctual payment of each payment required to be made by Parent or Purchaser pursuant to Section 2.02(b) or Article III hereof, all of which payments, whether made by the Guarantor, Parent or Purchaser, shall be made from an entity formed under the laws of a state within the United States of America, and (b) the due and punctual performance, observance of, and compliance with, all covenants, agreements and obligations of Parent and Purchaser in this Agreement, as the foregoing may be amended from time to time (all obligations referred to in the proceeding clauses (a) and (b) being collectively referred therein as the "Guaranteed Obligations"). This is a guaranty of full and punctual performance and payment and not merely a guaranty of collection, is in no way conditional or contingent and the Guarantor is liable as a primary obligor. If any of the Guaranteed Obligations are not punctually performed or paid when due the Guarantor shall immediately perform or cause the performance of the Guaranteed Obligations that are required and performable. The Guarantor's obligations under this Section 6.12 shall continue to be in effective or be reinstated, as the case may be, if any payment from any source of the Guaranteed Obligations must be refunded for any reason including any bankruptcy proceeding.

SECTION 6.13. Consents; Reports.

(a) If requested by Purchaser or Parent, the Company shall, from the date of this Agreement through the Closing Date, (i) seek the consents, in form and substance reasonably satisfactory to Purchaser, to the transactions contemplated hereby from the parties to the contracts identified on Section 6.13 of the Disclosure Schedule (the "Applicable Contracts") or (ii) take such steps as are necessary under the terms of the Applicable Contracts to terminate any such Applicable Contract. If the Company is unable to obtain the consent or terminate any Applicable Contract as requested by Purchaser or Parent prior to the date on which the Closing Date would have occurred, either Purchaser or the Company shall be entitled to make a one-time election to delay the Closing Date for up to 15 days from such date (the "Extended Consent Closing Date") and if such delayed Closing Date would occur on or after the Termination Date, the Termination Date shall be deemed to be the first Business Day after the Extended Consent Closing Date. Notwithstanding the fact that each Applicable Contract may not have been terminated or the consent described in clause (i) above obtained as Parent or Purchaser has requested by the Extended Consent Closing Date, the Closing shall occur on the Extended Consent Closing Date, or if such day is not a Business Day then on the Business Day next succeeding the Extended Consent Closing Date, provided the other conditions set forth in Sections 7.01 and 7.02 and the provisions set forth in clause (b) below have been satisfied or waived. If this Agreement is terminated by the Company, Parent or Purchaser pursuant to Section 8.01, Parent and Purchaser shall indemnify and hold harmless the Company for any and all Losses of the Company arising from the Company's termination of any Applicable Contract at the request of Parent or Purchaser.

(b) Prior to the Closing, the Company shall use its commercially reasonable best efforts to obtain each of (i) the FIRPTA Report and (ii) the 280G Report (collectively, the "Expert Reports"). If the Company is unable to obtain any Expert Report prior to the date on which the Closing Date would have occurred, either Purchaser or the Company shall be entitled to make a one-time election to delay the Closing Date for up to 15 days from such date (the

"Extended Report Closing Date") and if such delayed Closing Date would occur on or after the Termination Date, the Termination Date shall be deemed to be the first Business Day after the Extended Report Closing Date. Notwithstanding the fact that each Expert Report may not have been obtained by the Extended Report Closing Date, the Closing shall occur on the Extended Report Closing Date, or if such day is not a Business Day then on the Business Day next succeeding the Extended Report Closing Date, provided the other conditions set forth in Sections 7.01 and 7.02 and the provisions set forth in clause (a) above have been satisfied or waived.

SECTION 6.14. Gross-Up Escrow Account. (a) If at any time amounts are distributed from the Gross-Up Escrow Account to the Stockholders' Representative, the Stockholders' Representative shall distribute such amounts to the Equityholders according to their respective Equityholder's Percentages or as otherwise agreed among the Equityholders and the Stockholders' Representative.

(b) The parties to the Gross-Up Agreement shall amend and modify the Gross-Up Agreement to the extent reasonably necessary to reflect the principles set forth on Schedule 6.14 of the Disclosure Schedule; provided, however, that if the Gross-Up Agreement as so amended and modified does not in Parent's good faith judgment reasonably reflect the principles set forth on Schedule 6.14 of the Disclosure Schedule, the parties to the Gross-Up Agreement shall amend and modify the Gross-Up Agreement as reasonably directed by Parent to reflect the principles set forth on Schedule 6.14 of the Disclosure Schedule and to retain the economic intent of the Gross Up Agreement as between Kevin Schieffer and the Equityholders.

ARTICLE VII

CONDITIONS TO CLOSING

SECTION 7.01. Conditions to Obligations of the Company. The obligations of the Company to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or waiver, at or prior to the Closing, of each of the following conditions:

(a) Representations and Warranties; Covenants. (i) Each of the representations and warranties of the Parent and Purchaser contained in this Agreement (A) that are not qualified as to "materiality" shall be true and correct in all material respects as of the Closing and (B) that are qualified as to "materiality" shall be true and correct in all respects as of the Closing, except to the extent such representations and warranties are made as of another date, in which case such representations and warranties shall be true and correct in all material respects or true and correct in all respects, as the case may be, as of such other date, and (ii) Parent and Purchaser shall have performed and complied in all material respects with all of their respective covenants and agreements required by this Agreement to be performed or complied with by them prior to or at the Closing and (iii) the Company shall have received a certificate of Purchaser as to the matters set forth in clauses (i) and (ii) above signed by a duly authorized officer of Purchaser;

(b) Payments. Parent or Purchaser shall have made the payments to the Company described in Section 2.02(b).

(c) No Order. No Governmental Entity shall have enacted, issued, promulgated, enforced or entered any Governmental Order which is in effect and has the effect of making the transactions contemplated by this Agreement illegal or otherwise prohibiting consummation of such transactions. No Action shall have been instituted prior to the Closing by any Governmental Entity relating to this Agreement or any of the transactions contemplated hereby, the result of which would prevent or make illegal the consummation of any such transactions.

(d) Approvals. The STB shall have approved the Voting Trust and the Voting Trust Agreement pursuant to which the Shares shall be placed into an irrevocable voting trust as of the Effective Time pending final STB approval or exemption, as the case may be.

SECTION 7.02. Conditions to Obligations of Parent and Purchaser. The obligations of Parent and Purchaser to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or waiver, at or prior to the Closing, of each of the following conditions:

(a) Representations and Warranties; Covenants. (i)(A) Except with respect to the representations and warranties addressed in clauses (B) and (C) below, each of the representations and warranties of the Company contained in this Agreement without giving effect to any "materiality" or "Material Adverse Effect" qualifiers contained therein shall be true and correct as of the Closing Date (other than such representations and warranties that are made as of another date, in which case such representations and warranties shall be true and correct as of such other date), except where any failure of such representations and warranties to be so true and correct, individually or in the aggregate, has resulted in, or is reasonably expected to result in, (y) a reduction in operating income in 2007 or 2008 as compared to the 2007 Budget in an amount equal to or greater than $10,000,000 or (z) a reduction of $50,000,000 or more in the net worth of the Company, determined in accordance with GAAP, consistently applied; (B) the representations and warranties of the Company set forth in Section 4.01 shall be true and correct as of the Closing; and (C) the representations and warranties of the Company set forth in Section 4.06(b) shall be true and correct; (ii) the Company shall have performed and complied in all material respects with all of its covenants and agreements required by this Agreement to be performed or complied with by it prior to or at the Closing; and (iii) Purchaser shall have received a certificate of the Company as to the matters set forth in clauses (i) and (ii) above signed by a duly authorized officer of the Company.

(b) No Order. No Governmental Entity shall have enacted, issued, promulgated, enforced or entered any statute, rule, regulation, injunction or other Governmental Order which is in effect and has the effect of making the transactions contemplated by this Agreement illegal or otherwise prohibiting consummation of such transactions and no Action shall have been instituted or threatened at or prior to the Closing by any Governmental Entity, relating to this Agreement or any of the transactions contemplated hereby, the result of which would prevent or make illegal the consummation of any such transactions; provided, however, that prior to asserting the failure of the condition set forth in this Section 7.02(b) to be satisfied, Parent and Purchaser must have complied with their obligations under Section 6.04.

(b) Approvals. The STB shall have approved the Voting Trust and the Voting Trust Agreement pursuant to which the Shares shall be placed into an irrevocable voting trust as of the Effective Time pending final STB approval or exemption, as the case may be.

(c) Agreements. (i) One-hundred percent of the members of the Company's Board of Directors, and the Equityholders they represent and their respective Controlled Affiliates, (ii) one-hundred percent of the employees of the Company to whom Bonus Shares have been granted and (iii) fifty percent of the remaining Equityholders (other than the members of the Company's Board of Directors (and the Equityholders they represent and their respective Controlled Affiliates) and the employees of the Company to whom Bonus Shares have been granted), in each case shall have executed and delivered each of the Releases and/or the Termination Agreement to which such member and such employee is to be a party.

(d) No Material Adverse Effect. Between the date hereof and the Closing Date, there shall have been no Material Adverse Effect.

ARTICLE VIII

TERMINATION, AMENDMENT AND WAIVER

SECTION 8.01. Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by the Company, Parent or Purchaser if the Effective Time shall not have occurred by October 31, 2007 (the "Termination Date"); provided, however, that the right to terminate this Agreement under this Section 8.01(a) shall not be available to any party whose failure to fulfill any obligation under this Agreement shall have been the cause of, or shall have resulted in, the failure of the Closing to occur on or prior to such date, including Parent's or Purchaser's failure to fulfill its obligations under Section 6.04;

(b) by the mutual written consent of Parent, Purchaser and the Company;

(c) by the Company, Parent or Purchaser if any Governmental Entity with jurisdiction over such matters shall have issued a Governmental Order restraining, enjoining or otherwise prohibiting any of the transactions contemplated by Article II hereof, and such order, decree, ruling or other action shall have become final and unappealable; provided, however, that prior to asserting the failure of the condition set forth in this Section 8.01(c) to be satisfied, Parent and Purchaser must have complied with their obligations under Section 6.04;

(d) by the Company if a failure to perform any covenant or agreement on the part of Parent or Purchaser set forth in this Agreement (including an obligation to consummate the Closing) shall have occurred that would, if occurring or continuing on the Closing Date, cause the conditions set forth in Sections 7.01(a) or (b) not to be satisfied, and such condition is not cured, or is incapable of being cured, within 20 days (but not later than the Termination Date) of receipt of written notice by the Company to Purchaser of such breach or failure provided that the Company shall not have the right to terminate this Agreement pursuant to this

Section 8.01(d) if the Company is then in material breach of any of its representations, warranties, covenants or agreements hereunder; or

(e) by Purchaser if a failure to perform any covenant or agreement on the part of the Company set forth in this Agreement (including an obligation to consummate the Closing) shall have occurred that would, if occurring or continuing on the Closing Date, cause the condition set forth in Section 7.01(a) not to be satisfied, and such condition is not cured, or is incapable of being cured, within 20 days (but not later than the Termination Date) of receipt of written notice by the Company to Purchaser of such breach or failure provided that Purchaser shall not have the right to terminate this Agreement pursuant to this Section 8.01(e) if Purchaser is then in material breach of any of its representations, warranties, covenants or agreements hereunder.

SECTION 8.02. Effect of Termination. In the event of termination of this Agreement as provided in Section 8.01, this Agreement shall forthwith become void and there shall be no liability on the part of any party hereto except that (a) Sections 4.17, 5.07, 6.03 and Article IX shall survive any termination and (b) that nothing herein shall relieve any party from liability for any breach hereof prior to the date of such termination.

SECTION 8.03. Waiver. At any time prior to the Closing, any party hereto may (a) extend the time for the performance of any of the obligations or other acts of the other parties hereto, (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto or (c) waive compliance with any of the agreements or conditions contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the party to be bound thereby. The failure of any party to this Agreement to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of those rights.

ARTICLE IX

GENERAL PROVISIONS

SECTION 9.01. Expenses. Except as provided in Article II with respect to the Consulting Fees Payable, all costs and expenses, including, without limitation, fees and disbursements of counsel, financial advisors, engineering consultants and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses, whether or not the Closing shall have occurred; provided, however, that Purchaser shall be responsible for, and shall pay, all transfer and similar Taxes arising as a result of the transactions contemplated by this Agreement

SECTION 9.02. Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by courier service, by cable, by telecopy, by telegram, by telex or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 9.02:

(a) if to the Company:

c/o DM&E Railroad
140 N. Phillips Avenue
Sioux Falls, SD 57104
Attention: President & CEO
Telecopier: (605) 782-1213
Telephone: (605) 782-1214

with a copy to:

Shearman & Sterling LLP
599 Lexington Avenue
New York, New York 10022
Attention: Peter D. Lyons, Esq.
Telecopier: (212) 848-7179
Telephone: (212) 848-7666

(b) if to the Stockholders' Representative:

to an address to be specified by the Stockholders' Representative designated pursuant to Section 6.08.

with a copy to:

Shearman & Sterling LLP
599 Lexington Avenue
New York, New York 10022
Attention: Peter D. Lyons, Esq.
Telecopier: (212) 848-7179
Telephone: (212) 848-7666

(c) if to Parent or Purchaser:

c/o Soo Line Holding Company
501 Marquette Ave. South, Suite 420
Minneapolis, MN 55402
Attention: Vice-President and Controller
Telecopier: (612) 851-5619
Telephone: (612) 851-5658

with a copy to:

Leonard Street and Deinard
150 South 5th Street, Suite 2300
Minneapolis, Minnesota 55402
Attention: James J. Bertrand, Esq.
Telecopier: (612) 335-1657
Telephone: (612) 335-1651

And

Sidley Austin LLP
One South Dearborn
Chicago, Illinois 60603
Attention: Michael A. Gordon, Esq.
Telecopier: (312) 853-7036
Telephone: (312) 853-2217

SECTION 9.03. Survival. The representations and warranties of the parties hereto contained herein shall not survive the Closing.

SECTION 9.04. Public Announcements. The parties shall jointly announce the transaction contemplated hereby when they mutually determine it is reasonably appropriate to do so, and the parties shall cooperate as to the timing and contents of any such announcement.

SECTION 9.05. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

SECTION 9.06. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

SECTION 9.07. Entire Agreement. This Agreement (including the Disclosure Schedule and Definitive Agreements) constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral between the Company and Purchaser with respect to the subject matter hereof and except as otherwise expressly provided herein.

SECTION 9.08. Assignment. Neither this Agreement nor any of the rights and obligations of the parties hereunder may be assigned by any of the parties hereto without the prior consent of each other parties hereto, except that Purchaser may assign any or all of its rights

hereunder to any of Parent's direct or indirect wholly-owned subsidiaries, and any such subsidiary may assign such rights to another direct or indirect wholly-owned subsidiary of Purchaser or of Parent to Purchaser or to Parent. Notwithstanding the foregoing, Purchaser shall remain liable for all of its obligations under this Agreement. Subject to the first sentence of this Section 9.08, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and no other person shall have any right, obligation or benefit hereunder.

SECTION 9.09. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Company, Parent, Purchaser and the Stockholders' Representative (solely in such Person's capacity as the Stockholders' Representative) and their permitted assigns and nothing herein, expressed or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement, except (a) for the right of (i) the Equityholders to receive the Per Share Merger Consideration as a result of the Merger and any Construction Milestone Payment or Coal Milestone Payment which becomes payable under Section 3.05(b), and (ii) the holders of the Preferred Stock to receive the Preferred Redemption Amount immediately prior to the Merger, and, in each case, to recover damages from Parent for their failure to receive such amounts, and (b) for the officers and directors of the Company for purposes of enforcing Section 6.07. In the case of clauses (a)(i) and (ii) above, (a) prior to the Closing, only the Company shall be permitted to determine whether to bring an action against Parent or Purchaser, and only the Company may be permitted to bring such action, on behalf of the Equityholders and the Preferred Stockholders hereunder and (b) following the Closing only the Stockholders' Representative shall be permitted to determine whether to bring an Action against Parent, Purchaser or the Surviving Corporation on behalf of the Equityholders and only the Stockholders' Representative may be permitted to bring such an action.

SECTION 9.10. Waivers and Amendments. This Agreement may be amended or modified, and the terms and conditions hereof may be waived, only by a written instrument signed by the parties hereto or, in the case of a waiver, by the party waiving compliance. No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right, power or privilege hereunder, nor any single or partial exercise of any other right, power or privilege hereunder, preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies which any party may otherwise have at law or in equity.

SECTION 9.11. Specific Performance. The parties hereto agree that irreparable damage would occur in the event any provision of this Agreement required to be performed prior to the Closing was not performed in accordance with the terms hereof and that, prior to the Closing, the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy at law or in equity.

SECTION 9.12. Governing Law; Consent to Jurisdiction; Waiver of Jury Trial. (a) This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts executed in and to be performed in that State. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, ALL ACTIONS AND

PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE HEARD AND DETERMINED IN A NEW YORK STATE OR FEDERAL COURT SITTING IN THE CITY OF NEW YORK, AND THE PARTIES HERETO HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF SUCH COURTS IN ANY SUCH ACTION OR PROCEEDING AND IRREVOCABLY WAIVE THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF ANY SUCH ACTION OR PROCEEDING.

(b) Each of the parties hereto hereby waives to the fullest extent permitted by applicable Law any right it may have to a trial by jury with respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement, the Merger or the transactions contemplated hereby. Each of the parties hereto (i) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce that foregoing waiver and (ii) acknowledges that it and the parties other hereto have been induced to enter into this Agreement, the Merger and the transactions contemplated hereby, as applicable, by, among other things, the mutual waivers and certifications in this Section 9.12.

SECTION 9.13. Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Company, Purchaser, Parent and Guarantor have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SOO LINE HOLDING COMPANY

By:_____
Name: John Huber
Title: Vice-President Finance and Controller

SOO LINE PROPERTIES COMPANY

By:_____
Name: John Huber
Title: Vice-President Finance and Controller

CANADIAN PACIFIC RAILWAY COMPANY

By:_____
Name: Fred Green
Title: President and Chief Executive Officer

By:_____
Name: Mike Lambert
Title: Chief Financial Officer

DAKOTA, MINNESOTA & EASTERN RAILROAD COMPANY

By:_____
Name: Kevin V. Schieffer
Title: President and Chief Executive Officer

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Name: John Huber
Title: Vice-President Finance and Controller

CANADIAN PACIFIC RAILWAY COMPANY

By:_____
Name: Fred Green
Title: President and Chief Executive Officer

By:_____
Name: Mike Lambert
Title: Chief Financial Officer

DAKOTA, MINNESOTA & EASTERN RAILROAD COMPANY

By:_____
Name: Kevin V. Schieffer
Title: President and Chief Executive Officer

Acknowledged and agreed as of the date first written above:

[ ], as Stockholders' Representative

By:_____
Name:
Title:

EXHIBIT 8

CHANGE IN OWNERSHIP OR CONTROL

There has been no change in ownership or control of Applicants **Canadian Pacific Railway Company or Soo Holding** since the last annual report on Form R-1 filed by Soo Line Railroad Company. The proposed transaction will not effect any change in CPR's ownership or control. The six principal officers of Canadian Pacific Railway Company are:

1) John E. Cleghorn: Chairman of the Board;
2) Frederic J. Green: President and Chief Executive Officer;
3) Michael R. Lambert: Executive Vice President and Chief Financial Officer;
4) Kathryn B. McQuade: Executive Vice President and Chief Operating Officer;
5) Marcella M. Szel: Senior Vice President, Marketing and Sales; and
6) Brock M. Winter: Senior Vice President, Operations.

The six principal officers of **Soo Line Holding Company**, a Delaware corporation and indirect subsidiary of CPRC, are:

1) Frederic J. Green: Chairman of the Board, President and Chief Executive Officer;
2) Kathryn B. McQuade: Executive Vice President;
3) John J. Huber: Vice President Finance and Controller;
4) Tracy A. Robinson: Vice President and Treasurer;
5) Paul A. Guthrie: Vice President Law; and
6) William M. Tuttle: Vice President Corporate.

The six principal officers of **Soo Line Railroad Company**, a rail carrier that is a wholly owned indirect subsidiary of CPRC, are:

1) Frederic J. Green: Chairman of the Board, President and Chief Executive Officer;
2) Kathryn B. McQuade: Executive Vice President;
3) John J. Huber: Vice President Finance and Controller;
4) Brock M. Winter: Vice President and Chief Operating Officer;
5) Tracy A. Robinson: Vice President and Treasurer; and
6) Paul A. Guthrie: Vice President Law.

The six principal officers of **Delaware and Hudson Railway Company, Inc.**, a rail carrier that is a wholly owned indirect subsidiary of CPRC, are:

1) Frederic J. Green: Chairman of the Board and Chief Executive Officer;
2) Jeffrey Wood: President
3) John J. Huber: Vice President Finance and Controller;
4) Tracy A. Robinson: Vice President and Treasurer;
5) Paul A. Guthrie: Vice President Law; and
6) William M. Tuttle: Vice President Corporate.

Applicant **Dakota, Minnesota & Eastern Railroad Corporation** ("DM&E") is not a Class I railroad, and therefore does not submit an annual report on Form R-1. Before the transaction, DM&E was a privately held rail carrier; after the transaction, DM&E will be controlled by SOO Holding as a wholly owned subsidiary and by CPRC as an indirect subsidiary. DM&E's current officers are:

1) Kevin V. Schieffer: President and Chief Executive Officer;

2) Lynn A. Anderson: Senior Vice President – Marketing and Secretary;

3) Kurt V. Feaster: Senior Vice President – Finance, Chief Financial Officer, Treasurer and Assistant Secretary;

4) David K. Parrott: Controller and Assistant Treasurer

5) Steven O. Scharnweber: Vice President -- Engineering and Chief Engineer;

6) Clyde F. Mittleider: Chief Transportation Officer;

7) Daniel L. Goodwin: Chief Mechanical Officer;

8) J. Ed Terbell: Executive Vice President – Operations; and

9) Robert L. Wessler: General Superintendent of Transportation.

The following entities currently own 10% or more of the equity of DM&E:

1) Globe Investments (UK) Limited - 13%;

2) Martin Currie Capital Return Trust PLC - 13%

3) Electra Investment Trust PLC - 13.5%;

4) Candover Investments PLC - 15.6%; and

5) Natmaya Inc. - 16.8%.

Applicant **Iowa, Chicago & Eastern Railroad Corporation** ("IC&E") is not a Class I railroad, and therefore does not submit an annual report on Form R-1. Before the transaction, IC&E was controlled by Cedar American Rail Holdings, Inc. as a wholly owned subsidiary and by DM&E as an indirect subsidiary. After the transaction, IC&E will be controlled by SOO Holding and CPRC as an indirect subsidiary. IC&E's current officers are:

1) Kevin V. Schieffer: President and Chief Executive Officer;

2) Lynn A. Anderson: Senior Vice President of Marketing;

3) Kurt V. Feaster: Senior Vice President Finance, Chief Financial Officer, Treasurer and Secretary;

4) David K. Parrott: Controller & Assistant Treasurer

5) Steven O. Scharnweber: Vice President Engineering and Chief Engineer;

6) Clyde F. Mittleider: Chief Transportation Officer;

7) Daniel L. Goodwin: Chief Mechanical Officer;

8) J. Ed Terbell: Executive Vice President Operations;

9) Robert L. Wessler: General Superintendent of Transportation.

The following entity owns 10% or more of the equity of IC&E:

1) Cedar American Rail Holdings, Inc.: 100%.

EXHIBIT 10

OTHER ISSUES

In addition to the public benefits discussed elsewhere in the Application, Exhibits and accompanying Verified Statements, the proposed transaction will benefit the public interest because it provides for the full repayment of the loans extended by the Federal Rail Administration ("FRA") to the Dakota, Minnesota and Eastern Railroad Corporation ("DM&E"). DM&E received two loans from FRA over the past four years, the proceeds of which were used to refinance preexisting debt and to fund certain track and bridge improvements. In connection with the closing of the proposed transaction, CPR advanced to DM&E approximately $250.2 million to repay the FRA loans in full.

The repayment of DM&E's FRA loans is a benefit to the public, both because the return of money to the public treasury is always a benefit to the public, and because the repayment of this loan will enhance FRA's ability to make new loans to other carriers for needed infrastructure improvements. *See Chicago, Milwaukee, St. Paul & Pacific R.R. Co.—Reorganization—Acquisition by Grank Trunk Corp.*, 2 I.C.C.2d 427, 449 (1985) (holding that repayment of FRA debt was a public benefit of proposed acquisition). For this reason, and the other reasons detailed in the Application, the proposed transaction should be approved.

EXHIBIT 11

CORPORATE CHART

Corporate Chart for Canadian Pacific Railway Company and Soo Line Holding Company

A corporate chart indicating the relationships among applicant Canadian Pacific Railway Company ("CPRC"), applicant Soo Line Holding Company ("SOO Holding"), all affiliates and subsidiaries of CPRC and SOO Holding, and all companies controlling CPRC and SOO Holding, directly, indirectly or through another entity is attached hereto. (Exhibit 11 at p. 3)

The following entities identified on the chart are rail carriers:

Canadian Pacific Railway Company

Soo Line Railroad Company

Delaware and Hudson Railway Company, Inc.

The other entities identified on the chart are not rail carriers.

No officer or director of any of the companies listed on the chart is also an officer or director of another company that is part of a different corporate family that includes a rail carrier.

Corporate Chart for Dakota, Minnesota and Eastern Railroad Corporation and Iowa, Chicago & Eastern Railroad Corporation

A corporate chart indicating the relationships among applicant Dakota, Minnesota and Eastern Railroad Corporation ("DM&E"), applicant Iowa, Chicago & Eastern Railroad Corporation ("IC&E"), all affiliates and subsidiaries of DM&E and IC&E, and all companies controlling DM&E and IC&E, directly, indirectly or through another entity is attached hereto. (Exhibit 11 at p. 4)

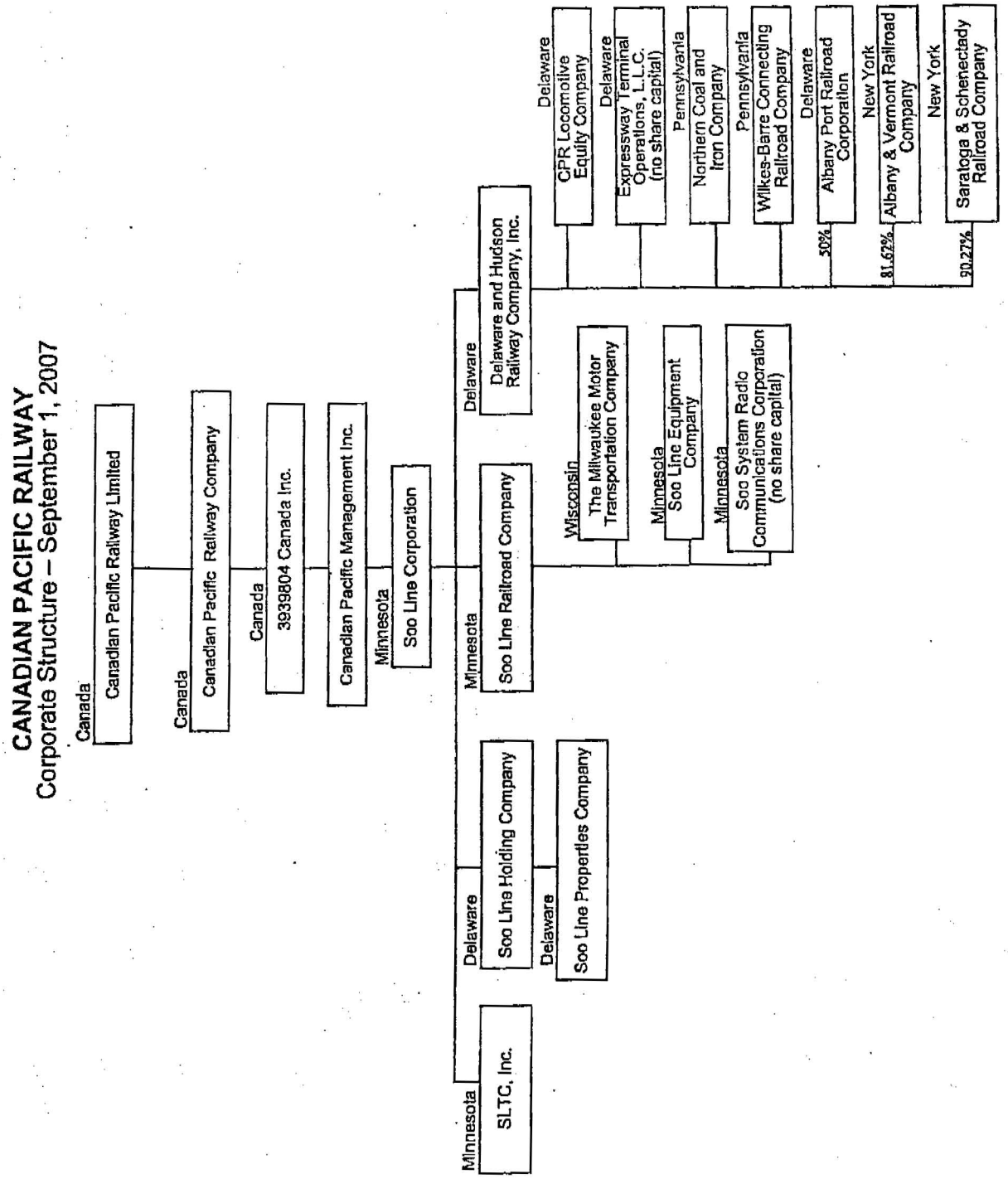
The following entities identified on the chart are rail carriers:

Dakota, Minnesota and Eastern Railroad Corporation

Iowa, Chicago & Eastern Railroad Corporation

The other entities identified on the chart — Cedar American Rail Holdings, Inc. and Wyoming Dakota Railroad Properties, Inc. — are not rail carriers.

No officer or director of any of the companies listed on the chart is also an officer or director of another company that is part of a different corporate family that includes a rail carrier.


CANADIAN PACIFIC RAILWAY
Corporate Structure – September 1, 2007
Canada
Canadian Pacific Railway Limited
Canada
Canadian Pacific Railway Company
Canada
3939804 Canada Inc.
Canadian Pacific Management Inc.
Minnesota
Soo Line Corporation
Minnesota
SLTC, Inc.
Delaware
Soo Line Holding Company
Delaware
Soo Line Properties Company
Minnesota
Soo Line Railroad Company
Delaware
Delaware and Hudson Railway Company, Inc.
Wisconsin
The Milwaukee Motor Transportation Company
Minnesota
Soo Line Equipment Company
Minnesota
Soo System Radio Communications Corporation (no share capital)
Delaware
CPR Locomotive Equity Company
Delaware
Expressway Terminal Operations, L.L.C. (no share capital)
Pennsylvania
Northern Coal and Iron Company
Pennsylvania
Wilkes-Barre Connecting Railroad Company
Delaware
Albany Port Railroad Corporation
50%
New York
Albany & Vermont Railroad Company
81.62%
New York
Saratoga & Schenectady Railroad Company
90.27%

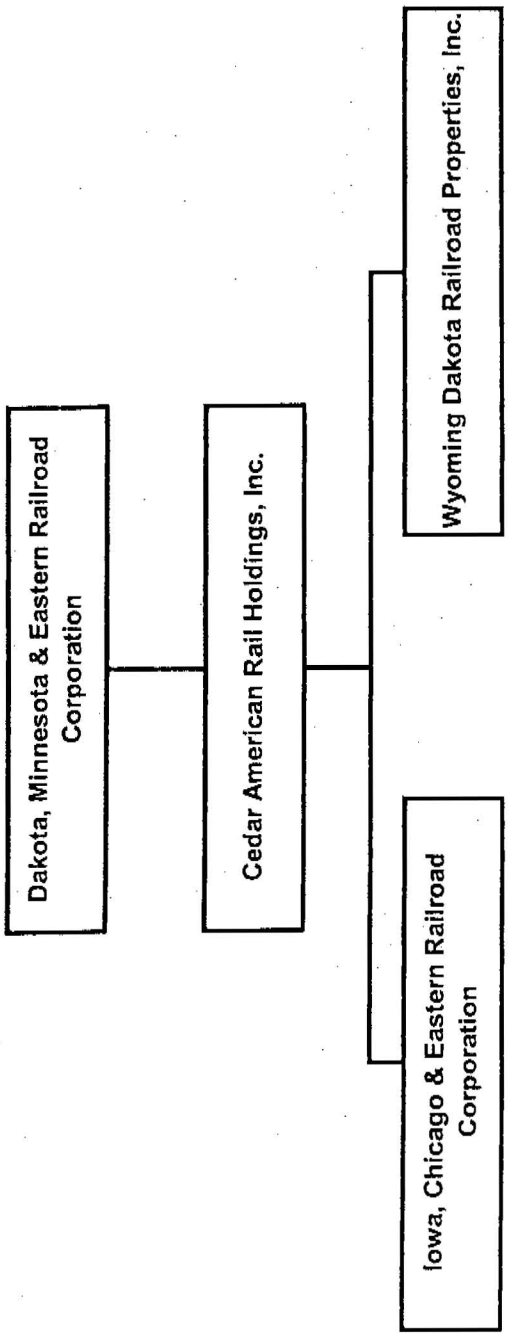

Dakota, Minnesota & Eastern Railroad Corporation
Cedar American Rail Holdings, Inc.
Wyoming Dakota Railroad Properties, Inc.
Iowa, Chicago & Eastern Railroad Corporation

EXHIBIT 12

MARKET ANALYSIS

This Exhibit 12 presents the market analysis of the proposed transaction prescribed by the Board's regulations at 49 C.F.R. § 1180.7. Applicants' market analysis is supported by the Verified Statements of witnesses Williams and Foot and the statements of supporting shippers (which are set forth in Volume II of this Application). Those materials are incorporated by reference in this Exhibit 12.

The proposed transaction does not involve the merger or control of two or more Class I railroads. Accordingly, the Board's analysis in this proceeding is governed by 49 U.S.C. § 11324(d). Under Section 11324(d), the Board must approve the transaction unless it finds both that: (1) the transaction is likely to result in a substantial lessening of competition, creation of a monopoly, or restraint of trade in freight surface transportation in any region of the United States; and (2) the anticompetitive effects of the transaction outweigh the public interest in meeting significant transportation needs. As the Board recently held in a proceeding governed by Section 11324(d), it "must grant the application unless there will be adverse competitive impacts that are both 'likely' and 'substantial.'" Finance Docket No. 34783, *The Indiana Rail Road Company – Acquisition – Soo Line Railroad Company*, Decision No. 4, dated April 6, 2006, at 4. Moreover, "even if there will be likely and substantial anticompetitive impacts, we may not disapprove the transaction unless the anticompetitive impacts outweigh the benefits and cannot be mitigated through conditions." Finance Docket No. 35031, *Fortress Investment Group, LLC – Control – Florida East Coast Railway LLC*, Decision served September 28, 2007 at 4. *See also* Finance Docket No. 34342, *Kansas City Southern –Control –The Kansas City Southern Ry. Co., Gateway Eastern Ry. Co., and the Texas Mexican Ry. Co.*, Decision served

Nov. 23, 2004 (2004 WL 2700648, at *10 (S.T.B.)); Finance Docket No. 34424, *Canadian National Ry. Co. and Grand Trunk Corp. – Control – Duluth, Missabe and Iron Range Ry. Co., Bessemer and Lake Erie Railroad Co., and the Pittsburgh and Conneaut Dock Co.*, Decision issued April 9, 2004 (2004 WL 761305, at *9 (S.T.B.)); *Canadian National Ry. Co., Grand Trunk Corp., and WC Merger Sub, Inc. – Control – Wisconsin Central Transportation Corp., et. al.*, 5 S.T.B. 890, 899 (2001).

As demonstrated below, the proposed transaction will not result in any lessening of competition, creation of a monopoly, or restraint of trade in freight surface transportation in any region of the United States. Indeed, the proposed transaction will have no adverse competitive effects whatsoever. Thus, under § 11324(d) and the Board's interpretation of the statute, approval of the proposed transaction is not only warranted, but required.

I. The Proposed Transaction Will Generate Substantial Pro-Competitive Benefits

CPR's proposed acquisition of DME is strongly pro-competitive. The transaction will create new single-system rail options where none currently exist, and will make DME shippers more competitive in distant end markets for their products. CPR's plan to invest $300 million in capital improvements on DME's existing lines will enhance the safety and efficiency of its operations, thereby strengthening the competitive capability of DME. The transaction will restore CPR's direct access to the important Kansas City gateway, enhancing its ability to compete effectively for rail traffic moving between CPR's current network and points in the U.S. Southwest and Mexico. The transaction also presents a unique opportunity for CPR to assist DME in bringing to fruition its pro-competitive proposal to introduce a third rail competitor to Wyoming's Powder River Basin.

DME's President, witness Schieffer, explains that, as a regional carrier, DME does not have the geographic reach to offer its customers direct rail service to more distant destinations.

(Application, Volume II, V.S. Schieffer.) Instead, DME must interchange traffic moving beyond its service territory with other railroads at busy (and often congested) rail gateways including Chicago, Kansas City and the Twin Cities. Such joint line rail service requires longer transit times, and can be both more costly and less reliable than single system service. (Application, Volume II, V.S. Foot.) The geographic limitations of DME's existing rail network restrict the ability of DME shippers to compete in distant end markets for their products.

CPR's transcontinental rail system reaches the major metropolitan centers of the U.S. Midwest (including Chicago, Detroit, Milwaukee and Minneapolis/St. Paul), the U.S. Northeast (including Buffalo, New York and Philadelphia) and Canada (including Calgary, Montreal, Toronto and Vancouver). CPR also serves the U.S. ports of New York/New Jersey, Philadelphia and Duluth/Superior and the Canadian ports of Montreal, Thunder Bay and Vancouver. As a result of the proposed transaction, DME will become part of a transcontinental Class I rail system with direct access to all of those locations, positioning DME shippers to take advantage of future opportunities for growth. CPR shippers likewise will gain the ability to ship products to/from points served by DME on a single system basis. DME and its customers will also benefit from access to CPR's large, modern car and locomotive fleet. The ability to draw upon CPR's fleet of almost 70,000 cars, and improved equipment utilization made possible by coordinating CPR and DME operations, will produce cost savings for DME and help it to meet the needs of its customers.

As witness Foot's testimony shows, the proposed transaction will generate substantial benefits for shippers of a variety of commodities:

Grain. The proposed transaction will enhance the marketing and transportation options of both DME and CPR grain shippers. DME-served grain shippers will gain single system

access to domestic end users in the U.S. Northeast, and to Great Lakes export terminals at Duluth/Superior. Those shippers will also have access to improved routings for export shipments via the Pacific Northwest. CPR-served grain shippers will gain direct rail access to Iowa river terminals served by IC&E. Extension of the CPR system to the Kansas City gateway will provide CPR grain shippers a more efficient routing option for shipments to Gulf Coast export terminals and consumption points in the U.S. Southwest and Mexico.

Ethanol. IC&E's strategic location in the heart of Iowa's corn producing region creates the potential for it to be a major player in the transportation of ethanol. Six active ethanol production facilities are located on DME's lines, and five new plants are under construction. The proposed transaction will enable Applicants to offer single system service for ethanol shipments to points of consumption in the U.S. Northeast and Canada. Access to efficient single system service will enhance the competitiveness of DME-served ethanol producers in this growing energy market.

Bentonite Clay. DME originates substantial volumes of bentonite clay at stations located on the western end of its rail system, including Belle Fourche, SD and Colony, WY. Bentonite clay moves to a variety of destinations in the United States and Canada. The CPR-DME system will be able to offer DME-served bentonite shippers direct rail service to a variety of destinations beyond DME's service territory. For example, bentonite clay shipments destined to end users in the vicinity of Toronto, which DME presently must interline with other carriers at the busy Chicago gateway, will be able to move in more efficient DME-CPR single system service.

Silica Sand. The CPR-DME system will be positioned to offer silica sand shippers direct rail service to an important new end market: the growing oil sands production industry in northern Alberta. As CPR witness Green testifies, CPR plans to extend its rail lines to serve the

"Industrial Heartland" northeast of Edmonton. That line extension, in conjunction with the proposed transaction, will enhance the ability of DME-served silica sand shippers to compete successfully for shipments to Alberta oil sands producers.

Steel. IC&E currently serves a steel manufacturing facility operated by IPSCO Steel, Inc. at Montpelier, IA. Mr. Maindonald, IPSCO's Vice President – Operations Services, testifies that approximately 20,000 rail cars per year currently move to/from IPSCO's Montpelier facility. (Application, Volume II, Shippers Statements, V.S. IPSCO (Maindonald) at p. 11) IPSCO's steel traffic includes inter-plant shipments to other IPSCO facilities located in the U.S. Northeast and Canada, including several plants that are served by CPR. The proposed transaction will enable the CPR-DME system to provide single system service between Montpelier and such CPR-served destinations.

Plastics. DME participates as a bridge carrier in shipments of plastics (and other commodities) that originate at points south and west of Kansas City and move to various points in eastern Canada. IC&E currently receives these shipments in interchange at Kansas City and transports them to Chicago, where they must move through the busy Chicago terminal area for interchange with another railroad. The proposed transaction holds the potential to eliminate interchange handling of these shipments at the Chicago gateway and to reduce the number of carriers required to complete the movement.

Witness Foot estimates that the single system benefits described in his testimony will generate approximately 5,800 carloads of "extended haul" traffic on CPR's lines by the year 2010. The traffic moving on DME's existing lines also has the potential to grow substantially over the next several years. Not all of DME's organic growth (e.g., ethanol shipments moving west or terminating in Chicago) would be a direct result of the proposed transaction. However,

joining DME's regional railroad with CPR's cross-border transcontinental rail system clearly will provide new growth opportunities for DME customers.

The procompetitive benefits of the proposed transaction are confirmed by the testimony of shippers. VeraSun, a leading producer of ethanol, testifies that "[w]hile we already market ethanol to customers far beyond the DM&E's network, our ability to compete in other markets is hampered by the greater cost and longer transit times of joint line service." VeraSun believes that the single system service made possible by the proposed transaction "will greatly improve VeraSun's ability to compete in distant markets and may spur future growth in ethanol production." (Application, Volume II, Shippers, V.S. VeraSun (Schaps) at p. 27.) Iowa Renewable Energy Group, Inc. ("IREG"), a builder and operator of biodiesel fuel plants in DME's service territory, testifies that "[e]very major metropolitan area is a potential biodiesel market, and the proposed transaction would give [IREG] single-line access to metropolitan areas in the northeastern United States, where growth potential for biodiesel is enormous." (Application, Volume II, Shippers, V.S. IREG (Neese) at p. 16.) The South Dakota Corn Growers Association ("SDCGA") sees CPR's acquisition of DME as "a significant competitive benefit in the fact that South Dakota shippers would have access to a large network and therefore to more market opportunities domestically and in the export market." (Application, Volume II, Shippers, V.S. SDCGA (Richardson) at 19.) Grain Processing Corporation likewise testifies that the proposed transaction will improve the competitive position of grain shippers by creating new single system rail service to export terminals on the Great Lakes and in the Pacific Northwest. (Application, Volume II, Shippers, V.S. Grain Processing Corp.(Stone) at 8.) The Southern Grainbelt Shippers Association ("SGSA") states that "[s]ingle-line service over a Class I network will open opportunities to new markets for a diverse range of southern Minnesota shippers,"

including ethanol producers desiring the compete in the northeastern U.S. and Canada. (Application, Volume II, Shippers, V.S. SGSA (Rieke) at 24.) In short, as the Rapid City Area Chamber of Commerce testifies, "[t]ransportation, and the concomitant access to suppliers and markets, is essential to grow businesses in heartland areas like ours." (Application, Volume II, Shippers, V.S. Rapid City Chamber of Commerce (McKeon) at 13.) The proposed transaction will benefit shippers in Rapid City (and throughout DME's service territory) by offering them more efficient rail service to both domestic and export markets.

II. The Proposed Transaction Will Not Result In Any Lessening of Effective Rail Competition.

The proposed acquisition of DME by CPR will not result in a lessening of effective rail competition, for several reasons:

> First, the proposed transaction is almost entirely "end-to-end" — there is minimal overlap in Applicants' current rail systems.
>
> Second, the traffic bases of CPR and DME are complementary rather than competitive.
>
> Third, no shipper at a rail station that currently has access to competitive rail service will be left without at least two competitive rail options as a result of the proposed transaction.
>
> Finally, the proposed transaction will not have adverse impacts on short line carriers whose lines connect with Applicants.

The proposed transaction is a classic "end-to-end" control transaction. CPR and DME intersect at only four locations — Chicago, IL and St. Paul, Minnesota City and La Crescent, MN. Thus, the rail networks of CPR and DME are complementary, not competitive. Applicants' existing traffic bases are likewise highly complementary. While intermodal shipments and motor vehicles are major commodities for CPR, DME does not participate in significant volumes of such traffic. Conversely, steel shipments account for a far greater portion of DME's traffic than for CPR. (Application, Volume II, V.S. Williams, Attachments H, I.)

The existing grain businesses of CPR and DME are especially complementary. IC&E's rail lines provide extensive coverage of Iowa and southern Minnesota corn origins, while wheat is the predominant crop at points served by CPR's U.S. grain gathering network. Moreover, CPR's corn business is almost entirely export traffic — 95 percent of all CPR U.S.-originated corn is exported (via Pacific Northwest terminals) and only 5 percent moves to domestic end users. By contrast, 60 percent of DME's corn is delivered to domestic destinations. Likewise, 90 percent of CPR's U.S. soybean traffic is exported, whereas 75 percent of DME's soybean shipments are domestic movements. DME's wheat traffic is predominantly winter wheat, while CPR's wheat traffic consists largely of spring wheat. (Application, Volume II, V.S. Foot)

Applicant witness Williams conducted a careful analysis of every point that is commonly served by CPR and DME today. As witness Williams shows, there are only five U.S. states in which both CPR and DME offer rail service (either directly or through a haulage agreement or other commercial arrangement): Illinois, Minnesota, Missouri, South Dakota and Wisconsin. (Application, Volume II, V.S. Williams, Attachment D.) While CPR and DME both conduct rail operations in Wisconsin, they do not serve any common stations in that state. (Application, Volume II, V.S. Williams, Attachment E.) Within the remaining four states – Illinois, Minnesota, Missouri and South Dakota – the *Official Railway Station List* (*"OPSL"*) identifies only 30 stations that appear to be commonly served by CPR and DME.

Of those 30 stations, only five stations are (according to the *OPSL*) served exclusively by CPR and DME. Ten other stations are served by CPR, DME and one other railroad. The remaining 15 stations are served by two or more non-Applicant rail carriers. Thus, there are only a handful of rail stations at which the proposed transaction could – even theoretically – lessen

rail competition. As witness Williams' testimony demonstrates, the proposed transaction would not have adverse competitive effects even at those few locations.

Witness Williams analyzed the competitive circumstances at each of the five stations at which (according to the *OPSL*) CPR and DME are the only serving carriers. Utilizing the Board's *Carload Waybill Sample* for the year 2005, witness Williams also determined whether CPR and/or DME actually participate in any rail traffic moving to or from those stations. As the following summary of witness Williams' findings demonstrates, none of the five stations will lose competitive rail service as a result of the proposed transaction:

River Junction, MN. River Junction is located near the point at which the rail lines of IC&E and CPR physically connect. According to the *Carload Waybill Sample*, no rail traffic originated or terminated at River Junction in 2005. Rather, River Junction is merely an interchange point between CPR and DME. Accordingly, the proposed transaction would not result in any diminution of rail competition at River Junction.

Airline Junction, MO. Airline Junction is located on IC&E's line at a point north of Kansas City. While it is listed in the *OPSL* as an interchange point between CPR and DME, CPR does not, in fact, serve Airline Junction, nor does it otherwise have any commercial access to that station. The 2005 *Carload Waybill Sample* contained no CPR or DME traffic that originated or terminated at Airline Junction. Therefore, the proposed transaction would not result in any lessening of rail competition at Airline Junction.

La Crescent, MN. La Crescent is located near the point at which the lines of CPR and IC&E connect. La Crescent is listed in the *OPSL* as a station served by both Applicants. However, CPR and DME do not, in fact, serve any common industries in La Crescent. IC&E has overhead trackage rights only between the end of its line at La Crescent and CPR's St. Paul

Yard, and therefore cannot serve shippers located on CPR trackage. Conversely, CPR does not serve industries on track owned by IC&E in the vicinity of La Crescent. Therefore, the proposed transaction would not have any adverse competitive effects at that station. This conclusion is confirmed by the 2005 *Carload Waybill Sample*, which indicates that, while CPR terminated 40 carloads at La Crescent in 2005, DME did not participate in any traffic to or from that station.

Galewood, IL. Galewood, IL is located at CPR's Galewood Yard (east of Bensenville Yard in Chicago). DME does not have physical access to Galewood. Rather, CPR switches cars for IC&E's account pursuant to a terminal services agreement that grants IC&E access to CPR-served stations and shippers that are "open" under CPR's Chicago switching tariff. Industries in the Chicago terminal area that are open to IC&E under the CPR tariff are open as well to other railroads serving the Chicago terminal area. Thus, any shipper in the Chicago terminal area who currently has access to service from IC&E under this arrangement would not be left without competitive rail options following the proposed transaction. Conversely, shippers at Galewood (or elsewhere in the Chicago terminal area) that are not currently open to IC&E under CPR's switching tariff would not be affected by the proposed transaction. The 2005 *Carload Waybill Sample* indicates that ICE does not, in fact, compete actively for rail traffic moving to/from Galewood.

Itasca, IL. Itasca is a small industrial park located in the northern part of the Chicago area. As is the case with Galewood, IC&E's access to industries in Itasca is governed by its terminal services agreement with CPR and CPR's switching tariff. Industries at Itasca that are open to IC&E are open as well to other railroads, including BNSF, CSXT, CN, NS and UP. The *Carload Waybill Sample* indicates that IC&E did not, in fact, participate in any traffic that

originated or terminated at Itasca, IL during 2005. Accordingly, the proposed transaction would not adversely effect rail competition for traffic moving to/from Itasca.

Witness Williams performed the same analysis for each of the ten stations which the *OPSL* indicates are currently served by CPR, DME and only one additional rail carrier. As the following summary of witness Williams' findings shows, none of those ten stations would experience a loss of competitive rail service as a result of the proposed transaction:

Illinois

The only station in Illinois which the *OPSL* lists as currently served by CPR, DME and one additional rail carrier is Spaulding. Spaulding is located on a rail line that is owned by the Elgin, Joliet and Eastern Railway Company ("EJE"). Both CPR and IC&E interchange traffic with EJE at Spaulding. (CPR handles IC&E's cars to/from EJE under the Chicago area terminal services agreement.) DME does not physically serve Spaulding, and the *Carload Waybill Sample* reported no IC&E traffic originating or terminating at Spaulding in 2005. Accordingly, the proposed transaction would not eliminate rail competition for traffic originating or terminating at that station.

Minnesota

There are four stations in Minnesota which the *OPSL* lists as currently served by CPR, DME and one additional rail carrier: Golden Valley, Newport, St. Paul Park, and Minnesota City. None of these stations would be adversely impacted by the proposed transaction.

Golden Valley, MN. Golden Valley is located just west of downtown Minneapolis. The *OPSL* indicates that it is served by CPR, IC&E and UP. DME does not have physical access to the Twin Cities terminal area. Rather, IC&E operates to/from St. Paul via overhead trackage rights on CPR's line between La Crescent, MN and CPR's St. Paul Yard. As is the case in

Chicago, IC&E's access to industries in the Minneapolis – St. Paul terminal area is governed by a terminal services agreement with CPR and CPR's Twin Cities switching tariff. Under that tariff, one industry at Golden Valley is open to IC&E. That industry is also open to BNSF, CN and Twin Cities & Western Railroad Company ("TCWR"). Accordingly, this industry would continue to have multiple competitive rail options following the proposed transaction. Shippers at Golden Valley (and at other stations in the Twin Cities terminal area) that are not currently open to IC&E would not be affected by the proposed transaction.

Newport, MN. Newport, MN is located just south and east of St. Paul. The *OPSL* indicates that it is served by CPR, ICE and BNSF. As is the case with Golden Valley, IC&E's only access to industries at Newport is through its terminal services agreement with CPR and CPR's Twin Cities switching tariff. Industries at Newport that are open to IC&E are open to other railroads as well. Those industries would not be left without competitive rail options following the proposed transaction. According to the *Carload Waybill Sample*, all of the rail traffic that originated or terminated at Newport in 2005 was handled by either BNSF or CPR – IC&E did not originate or terminate any rail traffic at Newport.

St. Paul Park, MN. St. Paul Park, MN is located south and east of St. Paul. The *OPSL* indicates that it is served by CPR, ICE and BNSF. There is only one industry located on CPR's line in St. Paul Park, and it is not open to IC&E (or to other railroads) under CPR's switching tariff. Accordingly, IC&E does not presently have the ability to compete for rail traffic moving to/from St. Paul Park, and the CP-served shippers located at that station would not be adversely affected by the proposed transaction. The 2005 *Carload Waybill Sample* confirms that all of the traffic that originated at St. Paul Park in 2005 was handled by CPR, and none was originated by

IC&E (or by any other carrier). All shipments terminated at St. Paul Park in 2005 were handled by either CPR or BNSF.

Minnesota City, MN. Minnesota City, MN, located just north of Winona, is a point at which DME's rail lines physically connect with those of CPR. The *OPSL* indicates that Minnesota City is served by CPR, DME and BNSF, and that it is an interchange junction between DME, on the one hand, and CPR and BNSF, on the other hand. The *Carload Waybill Sample* indicates that no rail traffic originated at Minnesota City during 2005. All of the rail traffic that terminated at Minnesota City was handled by CPR or BNSF. Thus, Minnesota City serves solely as a point of interchange for DME, and the proposed transaction would not result in any diminution of rail competition at that station.

Missouri

The only station in Missouri that the *OPSL* suggests is served by CPR, DME and one additional rail carrier is Voltz Mixing Center. Voltz Mixing Center is an automobile distribution facility located on NS' line at a point north and east of Kansas City. CPR does not serve Voltz Mixing Center directly – in fact, CPR conducts no operations at all in the State of Missouri. Rather, CPR accesses Voltz Mixing Center through a haulage agreement under which IC&E handles CPR finished automobile traffic originating at a station in the vicinity of St. Paul, MN. That station is not open to IC&E. Because IC&E cannot serve the origin of this traffic and CPR cannot serve the destination, there does not exist any competition between CPR and IC&E for traffic moving to/from Voltz Mixing Center, and the proposed transaction will not result in a diminution in rail competition at that station.

South Dakota

There are four stations in South Dakota which the *OPSL* indicates are currently served by CPR, DME and one additional rail carrier (BNSF): Amherst, Britton, Claremont, Kidder. Those stations are all located on DMVW's "Britton Line" between Geneseo Junction, ND and Aberdeen, SD, and they are physically served only by DMVW. CPR's access to Amherst, Britton, Claremont, and Kidder is via a haulage arrangement with DMVW, whose line connects with CPR at Hankinson, ND. DM&E and BNSF likewise access shippers at those four stations pursuant to private agreements with DMVW (whose line connects with both DM&E and BNSF at Aberdeen, SD). Shippers located at Amherst, Britton, Claremont, and Kidder would not be left without effective competitive rail options as a result of the proposed transaction, as BNSF would continue to have access to those stations under its arrangement with DMVW. The *Carload Waybill Sample* indicates that, during 2005, DM&E did not participate in any traffic moving to/from Amherst, Britton, Claremont, or Kidder.

As the foregoing discussion clearly shows, no shipper at a rail station that currently has access to competitive rail service will be left without at least two competitive rail options as a result of the proposed transaction.

Finally, witness Williams studied the potential impact of the proposed transaction on each of the 14 short line carriers in DME's service territory. Witness Williams considered the points at which those short lines connect with the DME system, the non-Applicant railroads with which they are able to connect, and the likelihood that Applicants could divert traffic away from routings involving each short line carrier following the transaction. As witness Williams analysis shows, *none* of the fourteen short line carriers that presently connects with DME will be left without competitive routing options involving non-Applicant carriers following the proposed

transaction. (Application, Volume II, V.S. Williams, Attachment J.) Thirteen of those short line carriers have the ability to interchange with at least one railroad other than Applicants -- in many instances, multiple alternatives are (and will continue to be) available. One short line carrier, the Iowa Traction Railroad Company, can connect only with IC&E today, so its options would not be affected by the transaction. Accordingly, no short line carrier will become "captive" to the CPR – DME system as a result of the proposed transaction. Moreover, witness Williams' analysis of the 2005 *Carload Waybill Sample* indicates that none of the short line railroads with which DME connects today will experience a substantial diversion of traffic to Applicants following the proposed transaction.

EXHIBIT 13

OPERATING PLAN

I. INTRODUCTION

This Operating Plan is submitted in support of the Application of Canadian Pacific Railway Company ("CPRC"); SOO Line Holding Company ("SOO Holding"); Dakota, Minnesota & Eastern Railroad Corporation ("DM&E"); and Iowa, Chicago & Eastern Railroad Corporation ("IC&E") (collectively, "Applicants") for approval by the Surface Transportation Board ("Board") of the acquisition of control of DM&E and IC&E by SOO Holding (and, indirectly, by CPRC). The lines most directly affected by the proposed transaction are those portions of the CPR system that are currently operated by its U.S. rail carrier subsidiary, SOO Line Railroad Company ("SOO"), which is generally referred to as "CPR" in this Exhibit 13, as well as the lines of DM&E and IC&E (DM&E and IC&E are collectively referred to as "DME" in this Exhibit).

Applicants propose a largely end-to-end connection of two complementary systems with little overlapping service territory. The service and operating designs of DME and CPR are similar, and DME's current operations are very efficient. Because of the complementary nature of the two systems, existing terminal service agreements and cooperative operations in the St. Paul, MN and Chicago, IL terminals, and DME's efficient operations, Applicants anticipate a smooth and seamless implementation of the proposed transaction. For the same reasons, Applicants project few changes in the operations and service design of either DME or CPR in the three years following approval of the transaction.

Applicants anticipate that their existing operations can be coordinated without adding any new main line train service. They further anticipate that they will be able to reduce the number of trains operated by the DME in the St. Paul, MN to Chicago, IL corridor by two trains per day.

Applicants project that traffic growth (particularly ethanol) on the lines of DME will be robust, although not all of that traffic growth (e.g. ethanol shipments moving west or terminating in Chicago) would be the direct result of the proposed transaction. Applicants anticipate that all of the growth in their traffic over the next three years can be accommodated in existing train service without additional trains. Similarly, Applicants do not anticipate that activity in any rail yard will increase substantially as a result of the transaction.

Following Board approval of the transaction, CPR intends to invest approximately $300 million in capital in DME over the next three years to upgrade and improve the condition of DME's infrastructure, reduce deferred maintenance, and substantially enhance DME safety performance. This capital investment should also increase train velocity over important segments of DME and improve overall efficiency and system fluidity.

II. DATA SOURCES AND METHODOLOGIES

A. Traffic Data Sources

In order to develop 2006 carload volumes for CPR, Applicants analyzed waybill data at a detailed customer, contract, origin, destination, equipment, & commodity level. Applicants initially assumed that SOO handles all CPR traffic to or from the United States (excluding the northeastern US), Mexico, and Western Canada that moved through the United States. They removed from the traffic identified in this manner cars that were not routed via SOO at interchanges (e.g. traffic moving via Coutts, AB (BNSF), Kingsgate BC (UP) and all domestic Canada routings).

DME data was sourced from DME's 2006 management reports and includes all carloads on DM&E and IC&E lines that are origin, destination and through traffic. The DME carload and revenue data includes all cars handled in line-haul service that originates, terminates or is handled as a bridge movement by either of the carriers for the calendar year of 2006.

B. Operating Data Sources

Applicants used the CPR 2006 traffic data to plot the Traffic Density map showing average tons per mile of road. They used gross tons, which includes the content, tare and locomotive weights. Bi-directional values in million gross tons are shown in the density maps.

Similarly, Applicants used 2006 traffic on the DM&E and IC&E lines to plot the DME Traffic Density map showing average tons per mile of road. Gross tons were used, which includes the content, tare and locomotive weights.

C. Methodology

Applicants used the operating and traffic data described above to develop an initial operating plan and service design for Applicants' systems following the transaction. Applicants developed projected traffic and density changes for a period of three years following the transaction based upon: (i) typical annual traffic growth on CPR; (ii) "extended haul" synergies directly resulting from the transaction as described by witness Foot; and (iii) projections of organic growth on DME (e.g. projected growth in DME's ethanol traffic) as described by witness Foot. Applicants' three-year density projections indicate that the incremental density on existing CPR lines attributable to the addition of DME "extended haul" traffic would be minimal.

III. CPR LINE -- CURRENT OPERATIONS

A. Main Routes and Patterns of Service

CPR (SOO) operates approximately 1200 miles of main line track in the States of North Dakota, South Dakota, Minnesota, Wisconsin and Illinois. CPR's main line routes in that territory are summarized in Table 1:

Table 1

Route	Operating Subdivision
Portal, ND to Glenwood, MN	Portal, Carrington, Elbow Lake
Noyes, MN, to Glenwood, MN	Noyes, Detroit Lakes
Glenwood, MN, to Portage, WI	Paynesville, River, Tomah
Portage, WI, to Chicago, IL	Watertown, C&M

Trains from Canada flow through the Portal, ND and Noyes, MN gateways for processing at CPR's hump yard in St. Paul, MN. Traffic is sorted at St. Paul Yard and placed on trains moving toward Chicago, IL via Portage and Milwaukee. Loaded traffic moves predominantly southbound, and empty return moves run in the reverse direction back through St. Paul, MN. CPR provides a mixture of unit train service, for commodities such as grain, potash and coal, along with manifest service for a variety of freight traffic along the main line corridors. Train design is based on CPR's Integrated Operating Plan ("IOP").

The IOP seeks to achieve a balanced train design by increasing the average volume and efficiency by block and train series; reducing car delay at origin and intermediate yards; simplifying blocking plans and train designs; and leveling network workload. Another feature of the IOP is hub-to-hub trains with 7 days-a-week service. This facilitates power and crew balance, as well as connectivity and fluidity throughout the CPR network. The IOP strives to

increase asset velocity by providing twice daily service where volumes warrant; smooth work loads, reduce yard dwell; compress schedules and minimize total network cost.

B. Yards and Terminals

CPR's relevant major yard and terminals consist of 2 hump yards and 2 flat switch facilities, described in Table 2.

Table 2

Yard of Terminal	Daily Crews	Cars/Month
Glenwood, MN (flat switch)	3	7,418
St Paul, MN (hump)	49	27,688
Milwaukee, WI (flat switch)	16	8,668
Bensenville, IL (hump)	46	21,632

C. System Train Schedules and Blocking Plans

A graphical summary of CPR's system train schedules is set forth in Appendix A. A more detailed summary of CPR's system train schedules is set forth in Appendix B. A train-by-train outline detailing CPR blocking plans is contained set forth in Appendix C.

D. Local Service.

A detailed outline of CPR's local service operating plan is set forth in Appendix D.

E. Line Density

CPR line density in the relevant territory is summarized in Table 3 below. Line density information is set forth in more detail in Exhibit 14.

Table 3

CPR DENSITY BY SUBDIVISION

Subdivision	Miles of Road	Average Tons per Mile of Road								Grand Total
		Westward / Northward				Eastward/Southward				
		Content	Tare	Loco	Total	Content	Tare	Loco	Total	
BAYVIEW SPUR	1.40	354,777	185,132	38,852	578,760	168,593	137,685	39,377	345,655	924,415
BEMIDJI	80.10	293,895	631,668	91,371	1,016,934	937,950	418,027	84,859	1,440,836	2,457,769
BISBEE	216.30	0	-	-	-	-	-	-	-	-
BN DULU-BEM	213.90	119,096	110,945	30,788	260,830	220,424	114,326	31,261	366,011	626,840
BN MPLS-BOY	128.80	401,576	661,666	118,198	1,181,440	1,767,029	695,169	148,571	2,610,769	3,792,209
BN RAIL	11.70	613,888	588,767	109,389	1,312,044	17,549,236	7,984,258	1,566,364	27,099,859	28,411,903
C&M	91.10	4,237,742	7,101,021	1,087,565	12,426,329	11,790,631	6,377,008	1,160,128	19,327,767	31,754,096
C&M SPUR	11.90	1,855	1,259	1,775	4,889	12,043	8,870	12,192	33,104	37,993
CARRINGTON	139.20	6,195,885	6,242,819	948,856	13,387,560	13,197,764	6,518,367	1,086,592	20,802,724	34,190,284
CN DET CHIC	322.50	0	-	-	-	-	-	-	-	-
CONRAIL	168.70	4,542	6,173	1,162	11,878	12,099	6,400	1,315	19,815	31,692
CSXT	591.70	3,389	2,629	406	6,424	16,189	20,086	2,692	38,966	45,390
DETROIT LAK	170.60	1,097,487	2,988,960	406,085	4,492,531	4,615,057	1,938,542	376,582	6,930,182	11,422,713
DEVILS LAKE	162.90	0	-	-	-	-	-	-	-	-
DMVW	106.70	0	-	-	-	-	-	-	-	-
ELBOW LAKE	138.80	4,478,705	6,048,582	929,700	11,456,986	13,679,996	6,348,117	1,101,240	21,129,353	32,586,339
ELGIN	70.50	1,130,565	1,459,106	283,399	2,873,070	3,718,175	2,023,172	386,745	6,128,092	9,001,162
ELGIN IHB	44.50	683,001	421,770	61,555	1,166,327	853,557	350,278	77,621	1,281,456	2,447,783
FOX LAKE	11.70	6,637	4,236	2,522	13,395	2,217	1,493	3,706	7,416	20,810
IHB	26.10	183,580	236,193	44,378	464,152	415,056	226,831	45,409	687,297	1,151,449
LATTA	324.40	206,987	233,034	54,825	494,846	411,385	233,323	59,705	704,414	1,199,260
LATTA SPR	22.40	0	-	-	-	-	-	-	-	-
M&P	34.30	50,749	157,879	40,564	249,192	1,127,580	418,916	206,822	1,753,318	2,002,510
MERRIAM P	88.40	300,266	341,297	107,540	749,103	346,485	185,796	79,363	611,644	1,360,747
MILWY	3.00	4,851,844	8,513,277	1,351,220	14,716,341	14,216,105	7,516,174	1,434,912	23,167,191	37,883,532
MN&S	18.40	11,219	3,911	7,653	22,783	17,446	6,096	10,785	34,326	57,109

CPR DENSITY BY SUBDIVISION

Subdivision	Miles of Road	Average Tons per Mile of Road								Grand Total
		Westward / Northward				Eastward/Southward				
		Content	Tare	Loco	Total	Content	Tare	Loco	Total	
MN&S										
NICOLT	9.30	0	-	-	-	-	-	-	-	-
NEWTOWN	115.00	229,782	188,252	28,172	446,207	394,214	175,737	29,399	599,350	1,045,557
NOYES	79.90	1,421,569	2,688,644	316,735	4,426,948	3,522,782	1,655,722	289,568	5,468,072	9,895,020
NOYES CROSS	0.50	0	-	-	-	-	-	-	-	-
NS DET CHI	254.10	213,519	227,656	40,822	481,997	92,560	211,296	24,095	327,951	809,948
PAYNESVILLE	164.20	3,650,616	7,281,001	1,182,337	12,113,954	13,544,183	6,029,755	1,159,480	20,733,418	32,847,372
PAYNSV CAMD	3.00	0	101	525	626	452	972	607	2,031	2,657
PORTAL	153.70	6,876,992	6,271,994	956,897	14,105,883	11,879,602	6,522,654	1,079,045	19,481,302	33,587,184
RIVER	122.40	4,511,010	9,603,384	1,625,976	15,740,370	20,368,247	8,661,627	1,722,937	30,752,811	46,493,180
ROSEMOUNT U	15.90	900,080	472,121	90,093	1,462,294	370,720	358,240	96,787	825,748	2,288,042
SAVAGE SPUR	15.30	0	-	-	-	-	-	-	-	-
SHAKOPE SPU	3.50	900,080	472,121	90,093	1,462,294	370,974	358,438	96,863	826,275	2,288,569
ST PAUL Y	24.40	0	-	-	-	-	-	-	-	-
STPAUL Y	9.50	2,231	2,333	1,466	6,030	5,330,852	7,149,902	1,295,277	13,776,031	13,782,062
TOMAH	190.30	2,939,975	5,312,141	891,793	9,143,909	10,914,733	4,802,548	941,460	16,658,741	25,802,650
UP	20.50	0	-	-	-	-	-	-	-	-
VEBLEN	33.00	56,671	25,097	9,511	91,279	18,173	27,553	9,287	55,012	146,292
WATERLOO	36.60	0	-	-	-	-	257	364	621	621
WATERTOWN	96.80	4,500,334	7,927,722	1,287,709	13,715,765	13,501,707	7,085,572	1,366,726	21,954,005	35,669,771
Grand Total	4,547.90	1,277,748	1,916,698	306,245	3,500,691	3,750,520	1,799,114	334,804	5,884,438	9,385,129

F. Traffic Mix

CPR's 2006 traffic mix (measured in number of carloads moved) is as indicated in Table 4 below.

Table 4

CPR Traffic Mix	FY2006
Grain	30%
Coal	20%
Fertilizer/Sulfur	7%
Forest Products	6%
IP	16%
Automotive	6%
Intermodal	15%
	100%

IV. DESCRIPTION OF DME

A. General Description of DM&E and IC&E Systems and Operations

1. DM&E

DM&E owns or operates approximately 1,103 route miles of rail lines consisting of approximately 720 route miles of main line and approximately 383 route miles of branch lines. DM&E's main line extends from Colony/Bentonite, WY through Rapid City, SD to Winona, MN. Branch lines extend from the main line to Crawford and Chadron, NE; Onida, SD; Aberdeen and Mansfield, SD; and Hartland, MN. Portions of DM&E's routes include trackage rights over lines of other railroads, including over short segments of UP-owned lines at Mankato, Owatonna and Winona, MN; over IC&E between Owatonna and Mason City, IA; over Iowa Northern Railway between Plymouth Junction and Nora Junction, IA and over UP between Hartland, MN and Mason City, IA. DM&E also operates via trackage rights over BNSF between Wolsey and Aberdeen, SD in order to interchange traffic with BNSF and the Dakota, Missouri Valley & Western Railroad ("DMVW") at Aberdeen.

DM&E's principal points of interchange are with IC&E at Owatonna, MN; with CPR at Minnesota City, MN; with UP at Mankato and Winona, MN; and with BNSF at Crawford, NE, Florence, MN and Aberdeen, and Wolsey/Huron, SD. In addition, DM&E interchanges traffic with the Nebkota Railway at Chadron, NE; with the DMVW at Aberdeen, SD; and with the Cedar River Railroad (CN) at Lyle, MN and the Iowa Northern Railway at Nora Junction, IA via its trackage rights over IC&E between Owatonna, MN and Mason City, IA. DM&E can also conduct limited interchange with the Cedar River Railroad at Glenville, MN and with the Iowa Northern Railway at Manly, IA via its trackage rights over UP between Hartland, MN and Mason City, IA.

DM&E's principal terminals are located at Waseca, MN and at Huron and Rapid City, SD.

DM&E currently operates a daily scheduled through train in each direction between Rapid City and Huron, SD; between Huron and Owatonna, MN (the interchange with IC&E); between Belle Fourche and Rapid City, SD six days a week; and three times weekly in each direction between Huron and Winona/Minnesota City, MN, between Huron and Mason City, IA, and between Rapid City and Crawford/Chadron, NE.

DM&E has regularly scheduled local assignments ("locals") based in Rochester, Tracy and New Ulm, MN and Brookings, SD which provide local switching service to industries in these areas. DM&E also has regularly scheduled locals between Rapid City, SD and Crawford/Chadron, NE 2-3 times per week and between Belle Fourche, SD and Colony/Bentonite, WY six days per week.

DM&E operates two daily scheduled switch engine assignments at its yards at Waseca and Huron, SD and three scheduled switch engine assignments 5-6 days per week at its yard at Rapid City, SD.

Other train operations on DM&E vary with seasonal fluctuations in the market for agricultural commodities and the demand for ethanol. DM&E serves a primarily wheat-producing territory in South Dakota and a primarily corn and soy bean-growing area in southern Minnesota. Unit grain train "extras" and local trains to disperse and collect covered hopper cars from elevators along DM&E's lines are called as necessary. "Extra" grain trains generally move eastward on DM&E's lines to interchanges with IC&E at Owatonna, MN; with UP at Mankato, MN and Mason City, IA; and with CPR at Minnesota City, MN. While corn and soybean traffic move through these locations as well, significant volumes of through traffic also move west to the Pacific Northwest via interchange with BNSF at Florence, MN. DM&E also currently operates "extra" ethanol trains as needed eastbound to Owatonna, MN (for interchange to IC&E and movement to the Chicago, IL and Kansas City gateways) and an eastbound ethanol train (3-4 times per month) to the interchange with BNSF at Florence, MN.

2. IC&E

IC&E currently owns or operates approximately 1,322 route miles of rail lines consisting of approximately 807 route miles of main lines, approximately 299 route miles of secondary or branch lines and approximately 216 miles of trackage rights. IC&E's principal routes extend from Chicago, IL through Sabula Junction, IA and Davenport, IA to Kansas City, MO; from Chicago, IL through Sabula Junction and Marquette, IA to St. Paul, MN; from Marquette through Mason City to Sheldon, IA and from Ramsey to Jackson, MN (the so-called "Corn Lines"); from Mason City, IA through Ramsey and Owatonna, MN to Comus, MN; and from Davis Junction, IL through Rockford, IL and Beloit, WI to Janesville, WI. Several portions of

IC&E's routes consist of trackage rights over other carriers, including over METRA's line between Pingree Grove, IL and Chicago, IL; over CPR's line between River Junction, MN and St. Paul, MN; over UP's line between Fairmont and Welcome, MN; and local trackage rights over BNSF's line between Davenport, IA and Albany, IL in the Quad Cities area.

IC&E's principal terminal is located at Davenport (Nahant), IA; other terminals are located at Ottumwa, Muscatine, Marquette and Mason City, IA and at Savanna and Davis Junction, IL. The principal interchange points between IC&E and other railroads are located at Chicago, IL, Kansas City, MO, St. Paul, MN, Clinton, IA and Ottumwa, IA and Davenport, IA.

At Chicago, IC&E directly interchanges traffic with CPR (Bensenville), IHB (Norpaul) and BRC (Clearing Yard). IC&E interchanges traffic with all other railroads serving Chicago, IL via one of those carriers. At Kansas City, IC&E directly interchanges with KCS (Joint Agency/Knoche Yard); with UP (Liberty, MO); with NS (Birmingham, MO) and with BNSF (via the Joint Agency/Knoche Yard). IC&E directly interchanges traffic with CPR at St. Paul, MN. IC&E interchanges traffic with all other railroads serving the St. Paul, MN via CPR.

In addition to Chicago, IL and St. Paul, MN, IC&E has active interchanges with CPR at Minnesota City and River Junction, MN; with UP at Clinton, Camanche and Mason City, IA; with BNSF at Ottumwa and Bettendorf, IA; with the Cedar River Railroad (CN) at Lyle, MN and Charles City, IA; with the Chicago Central & Pacific Railroad (CN) at Dubuque, IA and Rockford, IL; with the Iowa Interstate Railroad at Davenport, IA and with EJ&E at Spaulding, IL west of Chicago, IL. IC&E also has active interchanges with Illinois Rail Link at Davis Junction, IL; with the Appanoose County Community Railroad at Moravia, IA; with the Iowa Northern at Nora Junction; with the Iowa Traction Railroad at Mason City, IA; and with Motive Rail, Inc. d/b/a Missouri North Central Railroad at Chillicothe, MO.

IC&E operates eight daily scheduled manifest through trains between significant termini on its systems, encompassing a train in each direction between the following points: Chicago (BRC) – Owatonna; St. Paul, MN - Kansas City; Chicago, IL (BRC) - Davenport (Nahant); and Marquette - Mason City.

Other significant IC&E through train operations include:

- Approximately one daily loaded coal train between interchanges with BNSF at Ottumwa, IA or UP at Clinton, IA and on-line power plants at Bettendorf, Fruitland, and Muscatine, IA.
- 2-4 dedicated grain trains per week between Mason City and Kansas City for interchange to the KCS for delivery to poultry feeders in Arkansas and Mississippi.
- 1-2 "extra" grain trains per week (depending on the season) between Mason City and Chicago.

B. Main Lines

1. DM&E

DM&E's main line has an east-west orientation from Rapid City, SD, to Winona, MN. Approximately 650 miles long, the overall flow of traffic along the main line has loaded cars heading predominantly eastbound, and empty cars heading predominantly westbound. Five Subdivisions make up the DM&E mainline, as set forth in Table 5.

Table 5

Route	Operating Division
Winona, MN to Waseca, MN (milepost 0.0 to mp 102.5)	Waseca Subdivision
Waseca, MN to Tracy, MN (mp 102.5 to mp 226.6)	Tracy Subdivision
Tracy, MN to Huron, SD (mp 226.6 to mp 362.8)	Huron Subdivision
Huron, SD to Pierre, SD (mp 362.8 to mp 480.5)	Pierre Subdivision
Pierre, SD to Pressler Jct, SD (mp 480.5 to mp 649.2)	PRC Subdivision
Pressler Jct. SD to Bentonite, WY (mp 99.2 to mp 174.7)	Black Hills Subdivision

The line of other carriers over which DM&E has trackage rights are set forth in Table 6.

Table 6

Route	Carrier Owning Line
Winona, MN to Tower CK, MN	UP
Tower CK, MN to MC Jct, MN	CPR
UP MP 129.6 to Mankato, MN (MP 142.4)	UP
UP MP 107 to Mason City, IA	UP
Redfield, SD to Wolsey, SD	BNSF
Watertown, SD to End of DM&E, SD	BNSF
Redfield, SD to Aberdeen, SD	BNSF

2. IC&E

IC&E main line runs essentially like a rough letter Y in a diagonal orientation. The main line runs from Kansas City, MO to Sabula Jct, IA, where it forks into two legs. The northwestern leg runs to River Jct, MN, and the northeasterly leg runs to Chicago, IL. Traffic flows are predominantly loads southbound, and empties northbound. The line is divided into four Subdivisions, as set forth in Table 7.

Table 7

Route	Operating Division
Nahant, IA to Airline Jct, MO (mp 195.7 to mp 499.2)	Kansas City Subdivision
Sabula Jct, IA to Nahant, IA (mp 141.6 to mp 195.7)	River Subdivision
Randall Road, IL to Sabula Jct, IA (mp 40.3 to mp 141.6).	Chicago Subdivision
LaCrescent, MN to Sabula Jct, IA (mp 159.0 to mp 0.0).	Marquette Subdivision

Other carriers' line segments over which IC&E has trackage rights are set forth in Table 8.

Table 8

Route	Carrier Owning Line
Comus, MN to St Paul, MN	UP
CPRMP 40.3 to Cragin Jct, IL	CPR
Dubuque Jct, IA to Wood, IA	CN
CPRMP 159.0 to St Paul Yard, MN	CPR
Fairmont, MN to Welcome Jct, MN	UP
Davis Jct, IL to Rockford, IL	IR
WSOR MP 45.3 to Janesville, WI	WSOR

A graphical summary of DME's trackage rights is set forth in Appendix K.

C. Branch Lines

1. DM&E

Branch lines emanate from the mainline, primarily running north & south and connecting Crawford, Onida, Mansfield, Watertown, Mason City, and numerous other destinations, with the mainline. These lines are summarized in Table 9.

Table 9

Route	Operating Division
Waseca, MN to Mason City, IA (mp 87.5 to mp 0.0)	Hartland Subdivision
Dakota Jct, NE to End of Track, WY (mp 0.0 to mp 174.7)	Black Hills Subdivision
Chadron, NE to Crawford, NE (mp 404.5 to mp 432.5)	Crawford Subdivision
Mansfield, SD to Redfield, SD (mp 66.9 to mp 39.7)	Mansfield Subdivision
Onida, SD to Blunt, SD (mp 98.3 to mp 115.1)	Onida Subdivision
Watertown, SD to Huron, SD (mp 91.1 to mp 160.3)	Yale Spur

IC&E has several branch lines that connect to the north-south main line, summarized below.

Table 10

Route	Operating Division
Mason City, IA to Sheldon, IA (mp 116.7 to mp 253.4)	Mason City Subdivision
Ramsey, MN to Jackson, MN (mp 43.0 to mp 149.4).	Jackson Subdivision
Owatonna, MN to Comus, MN (mp 101.9 to mp 123.8)	Owatonna Subdivision
Davis Jct, IL to Janesville, WI (mp 0.0 to mp 45.8)	Rockford Subdivision

D. Yards

See V.C, below.

E. Traffic Mix

DME's overall 2006 traffic mix is as indicated in Table 11 below.

Table 11

DME Commodity Mix	FY 2006	Commodity examples
Grain	38%	Corn, wheat, soybean, vegetable oils, etc.
Coal	15%	
Fertilizer	3%	
Forest Products	5%	Lumber, wood, paper products
Industrial Products	37%	
Food & consumer	2%	Canned foods.
Automotive	1%	
	100%	

V. HISTORICAL OPERATIONS OVER DME

A. Main Line Service

A graphical summary of DME's system train schedules is set forth in Appendix E. A train by train outline detailing DME blocking plans is set forth in Appendix F.

B. Local Service

A graphical summary of DME's local train schedules is set forth in Appendix G. A train by train outline detailing the blocking plans is set forth in Appendix H.

C. Yards and Terminals

DM&E Yards and Functions are set forth in Table 12:

Table 12

Yard/Terminal	Functions	Frequency	Average Cars
Minnesota City, MN	Set out tracks that are used to interchange traffic with the CPR.	Serviced 3 times weekly with road crews.	Approx. 15 cars each trip.
Rochester, MN	Set out tracks that are used for block swaps. The local assignment (LRO) performs all local industrial switching as well as industrial switching at the stations between Minnesota City and Waseca.	1 local start per day.	Approx. 25 cars handled per day.
Waseca, MN	The Waseca Yard serves as the main terminal for two yard assignments and through freights on the Waseca, Tracy and Hartland Subdivisions. Yard assignments switch local industries as well as switch out traffic, classify the yard tracks and spot the repair track with light running repairs.	2 yard starts per day.	Approx. 100 cars handled per day.
Mankato, MN	UP-owned yard, trackage rights provided to the DME.	Interchange traffic daily.	Approx. 50 cars handled daily.

Yard/Terminal	Functions	Frequency	Average Cars
New Ulm, MN	The local assignment (LNU) performs all local industrial switching as well as industrial switching at the stations between Tracy and Mankato.	1 local start per day.	Approx 25 cars handled per day, more during summer months.
Brookings, SD	Yard tracks located at Aurora, SD used primarily for block swap and to stage traffic for industry use. Local trains (LBR and LBR2) switch industries in Brookings as well as industries located between DeSmet and Tracy.	2 local starts per day.	Approx 100 cars handled daily.
Huron, SD	The Huron Yard serves as the main classification yard for DM&E. The Huron Yard has two yard assignments and is the main terminal for through freights on the Pierre and Huron Subdivisions. Yard assignments switch local industries as well as switch out traffic, classify the yard tracks and spot the repair track.	2 yard starts per day.	Approx 250 cars handled daily.
Wolsey, SD	Set out tracks used to interchange traffic with the BNSF. Access location to reach the Mansfield Subdivision through use of trackage rights on the BNSF.	Serviced daily with road crews.	Approx. 40 cars each trip.
Bentonite, WY	Industry yard used for set out and pickup of two industries.	1 local start per day.	Approx 100 cars handled daily.
Belle Fourche, SD	Tracks used primarily to stage cars for clay plants in Bentonite, WY. Local industries are serviced by the local that operates to Bentonite, WY.	1 local start per day.	Approx 150 cars handled daily.
Rapid City, SD	The Rapid City Yard serves as the main terminal for two yard assignments and through freights on the Black Hills and PRC	3 yard starts per day.	Approx 200 cars handled daily.

Yard/Terminal	Functions	Frequency	Average Cars
	Subdivisions. Yard assignments switch local industries as well as switch out traffic, classify the yard tracks and spot the light running repair track.		
Dakota Jct, NE	Connection point between the Black Hills and Crawford Subdivision. Set out tracks used to interchange traffic with the NRI.	2 times per week.	25 Cars per interchange.
Chadron, NE	Tracks used for storage. Leased to NRI.	N/A	N/A
Crawford, NE	Yard owned by the BNSF. Interchange with the BNSF.	3 times weekly.	Approx 80 cars.

IC&E Yards and Functions are set forth in table 13:

Table 13

Yard/Terminal	Functions	Frequency	Average Cars
Muscatine, IA	The Muscatine yard assignments service local industries and line up pick ups for through trains.	4 yard starts per day.	Approx. 300 cars handled daily.
Ottumwa, IA	The Ottumwa local assignment (LOT) performs all local switching as well as servicing a local coal plant. Crew change point. The local operates between Moravia and Washington.	Local start as needed.	Approx 30 cars handled daily.

Yard/Terminal	Functions	Frequency	Average Cars
Kansas City, MO	Interchange and classifying facility jointly owned and operated with KCS.	1 local start daily (L901) which delivers and pulls trains from the yard, local industry, and interchange with UP at Liberty, MO. 5 yard starts per day classifying cars, and interchange with BNSF in Kansas City.	Approx 650 cars handled daily.
Clinton, IA	Locals (LCL, LCL2) operating between Camanche and Nahant, service area industries.	2 local starts per day.	Approx 200 cars handled daily.
Dubuque, IA	The local (LDQ) switches local industries and interchanges with CNIC. Crew change location for trains operating between Mason City and Chicago.	1 local start per day.	Approx 30 cars handled daily.
Marquette, IA	The local (LMQ) block switches through freights and serviced local industries. The local operates between La Crescent and Dubuque. Crew change location for trains operating between Marquette and St. Paul.	1 local start per day.	Approx 150 cars handled daily.
Mason City, IA	Mason City serves as the main classification yard for trains going to the DM&E. Serves as the main terminal for road crews between Dubuque/Marquette and Mason City. Yard assignments switch area industries, build and block trains and classify yard tracks as well as switching the repair tracks. Local assignment (LMC2) works to Spencer, IA, local	2 yard starts per day, 2 local starts per day.	Approx 350 cars handled daily.

Yard/Terminal	Functions	Frequency	Average Cars
	assignment (LMC) works between Mason City and Austin, MN.		
Nahant, IA	Nahant Yard serves as the main classification yard for trains operating to and from Kansas City. Nahant has multiple switch engines that switch trains, classify, switch local industries, and service the repair track. Serves as the main terminal for road crews between Davenport/Ottumwa and Davenport/Marquette. The locals (LNA, LNA2, LNA3, LNA4 AND L918) operate between Nahant and Savanna.	5 yard starts per day, 6 local starts per day.	Approx. 600 cars handled per day.
Savanna, IL	Local (LSA) operates between Savanna and Clinton. Main terminal location for road crews operating between Savanna and Chicago.	1 local start per day.	Approx. 120 cars handled daily.
Spencer, IA	The local (LSN) services local industries and interchanges with UP. Operates between Sheldon and Mason City.	1 local start per day.	Approx 60 cars handled daily.
Austin, MN	The local (LAS) switches local industries and interchanges with CN at Lyle, MN.	1 local start per day.	Approx 50 cars handled daily.
Wells, MN	The locals (LWS, LWS2) operate between Jackson, MN and Austin, MN. Locals service area industries.	2 local starts per day.	Approx 150 cars handled daily.
Beloit, WI	The local (LBL) operates between Janesville and Davis Jct, switches local industries in the Rockford, IL area.	1 local start per day.	Approx 50 cars handled daily.

Yard/Terminal	Functions	Frequency	Average Cars
Davis Jct., IL	Local (LDS) operates between Savanna, IL and Spaulding, IL switching industries and interchange with EJE. Local (LDS2) operates between Davis Jct, IL and Chicago, interchanging with CPR at Bensenville, IL and IHB at Norpaul, IL.	2 local starts per day.	Approx 150 cars handled daily.

D. Points of Interchange

A list of interchange locations and connecting carriers for both DM&E and IC&E are set forth in Appendix J.

E. Line Densities

DM&E – Traffic densities for DM&E line segments are depicted in Table 14.

Table 14

Segment	Description	Direction	Million Gross Tons Per Mile	Miles	Gross Ton Miles	Segment Totals
1	Rapid City to Ft Pierre	E	2.3873	164.8	393,427,040	
1	Rapid City to Ft Pierre	W	0.6135	164.8	101,104,800	494,531,840
2	Ft. Pierre - Blunt	E	2.8506	31.6	90,078,960	
2	Ft. Pierre - Blunt	W	0.7515	31.6	23,747,400	113,826,360
3	Blunt - Wolsey	E	3.6543	76.7	280,284,810	
3	Blunt - Wolsey	W	0.9886	76.7	75,825,620	356,110,430
4	Wolsey - Huron	E	3.981	13.3	52,947,300	
4	Wolsey - Huron	W	1.4209	13.3	18,897,970	71,845,270
5	Huron - Tracy	E	4.1805	136.2	569,384,100	
5	Huron - Tracy	W	1.5963	136.2	217,416,060	786,800,160
6	Tracy - Sanborn Junction	E	4.1325	24.9	102,899,250	
6	Tracy - Sanborn Junction	W	1.2767	24.9	31,789,830	134,689,080

Segment	Description	Direction	Million Gross Tons Per Mile	Miles	Gross Ton Miles	Segment Totals
7	Sanborn Junction - Mankato	E	4.343	59.3	257,539,900	
7	Sanborn Junction - Mankato	W	1.4244	59.3	84,466,920	342,006,820
8	Mankato - Waseca	E	3.9998	27.1	108,394,580	
8	Mankato - Waseca	W	1.3601	27.1	36,858,710	145,253,290
9	Waseca - Rochester	E	2.1944	53.3	116,961,520	
9	Waseca - Rochester	W	0.8576	53.3	45,710,080	162,671,600
10	Rochester - Winona	E	0.9808	49	48,059,200	
10	Rochester - Winona	W	0.4727	49	23,162,300	71,221,500
11	Blunt - Onida	N	0.1383	15.6	2,157,480	
11	Blunt - Onida	S	0.4601	15.6	7,177,560	9,335,040
12	Wolsey - Redfield	N	0.0951	33.2	3,157,320	
12	Wolsey - Redfield	S	0.3829	33.2	12,712,280	15,869,600
13	Redfield - Mansfield	N	0.0097	26.3	255,110	
13	Redfield - Mansfield	S	0.0407	26.3	1,070,410	1,325,520
18	Waseca - Mason City	N	0.3061	68.2	20,876,020	
18	Waseca - Mason City	S	0.6672	68.2	45,503,040	66,379,060
20	Bentonite - Rapid City	E	1.8206	75.9	138,183,540	
20	Bentonite - Rapid City	W	0.4602	75.9	34,929,180	173,112,720
21	Rapid City - Crawford	N	0.2566	118.3	30,355,780	
21	Rapid City - Crawford	S	0.3497	118.3	41,369,510	71,725,290
						3,016,703,580

DME Traffic density is also depicted in chart form in Exhibit 14 to the Application.

Existing IC&E Line Densities (*See also* Exhibit 14 to Application).

Table 15

Segment	Description	2006 Gross Tons	North/West	South/East	Miles	North/West	South/East	Total
A	BRC Clearing - Pinegree Grove	296,492,134	127,012,784	229,483,327	20.7	6.1	11.1	17.2
B	Pinegree Grove - Davis Junction	441,515,114	191,036,083	335,533,971	38.0	5.0	8.8	13.9
C	Davis Juntcion - Sabula Junction	587,920,660	243,516,979	448,867,429	61.7	3.9	7.3	11.2
D	Sabula Junction - Clinton	227,548,498	111,774,336	137,421,202	16.8	6.7	8.2	14.8
E	Clinton - Muscatine	973,558,951	400,467,982	727,288,430	61.8	6.5	11.8	18.2
F	Muscatine - Ottumwa	1,263,405,261	579,033,069	760,297,200	82.6	7.0	9.2	16.2
G	Ottumwa - Polo	880,432,441	371,132,988	575,756,818	153.9	2.4	3.7	6.2
H	Polo - Airline Jcunction	338,039,082	142,260,971	217,641,913	42.5	3.3	5.1	8.5
I	Janesvile - Davis Junction	25,877,959	16,082,750	7,278,201	45.4	0.4	0.2	0.5
J	Eldridge Spur	283,331	35,743	148,829	9.7	0.0	0.0	0.0
K	Nahant - Albany	3,609,584	581,678	3,278,872	34.4	0.0	0.1	0.1
L	Sabula Junction - Marquette	1,283,789,273	480,143,953	951,493,261	98.0	4.9	9.7	14.6
M	Marquette - La Crescent	272,072,471	137,218,106	151,110,634	61.0	2.2	2.5	4.7
N	Marquette - Mason City	1,113,641,241	458,733,232	718,884,906	116.7	3.9	6.2	10.1
O	Mason City - Sheldon	252,769,774	169,717,960	87,232,542	136.7	1.2	0.6	1.9
P	Mason City - Ramsey	257,231,774	77,306,314	200,035,777	43.0	1.8	4.7	6.4
Q	Ramsey - St. Paul	106,385,508	32,642,206	78,249,157	29.1	1.1	2.7	3.8
R	Ramsey - Jackson	126,292,846	30,557,932	93,048,869	106.4	0.3	0.9	1.2
S	Wells - Minnesota Lake	2,186,836	505,261	2,560,360	8.6	0.1	0.3	0.4
T	Silvis Spur	965	832	1,905	1.0	0.0	0.0	0.0
V	La Crescent - St. Paul	448,197,864	238,792,525	275,831,944	138.8	1.7	2.0	3.7
		8,901,251,566	3,808,553,683	6,001,445,544	1,306.8	1.7	2.0	3.7

F. Mechanical

The DME Mechanical Department is responsible for the maintenance of all rolling stock, including locomotives and freight cars (Appendix M contains a summary list of DME rolling stock). DME's primary locomotive shop is located at Huron, SD where most heavy repairs to locomotives are performed. Secondary locomotive facilities are located in Rapid City, SD; and Mason City and Davenport (Nahant), IA.

Primary facilities for freight car repairs are located in Huron and Rapid City, SD; Waseca, MN; and Mason City and Davenport (Nahant), IA. Smaller facilities are also located at Belle Fourche, SD; Tracy, MN; and Ottumwa and Muscatine, IA.

The Mechanical Department also manages fuel supply and maintains locomotive fueling stations at Huron, SD; Waseca, MN; and Mason City and Davenport (Nahant), IA.

The combined locomotive fleet of DME includes 146 locomotives. *See* Appendix M.

G. Dispatching, Crew-Calling and Customer Service

DM&E and IC&E have a combined Dispatch Center in Sioux Falls, SD. There is also a satellite Dispatch Office in Kansas City, MO. at the Truman Drawbridge.

At the Sioux Falls Dispatch Center, 20 Operations Supervisors perform dispatching duties, and there are 6 management employees who manage the day-to-day network flow of traffic, locomotives, and crew balancing. At the Kansas City office, 5 Operations Supervisors perform dispatching duties.

Dispatch territory breakdown is as follows. The IC&E Kansas City desk in Kansas City, MO has 94 miles of territory. Method of operation is CTC. This desk is manned twenty-four hours per day, seven days a week. The IC&E Missouri desk in Sioux Falls has 664 miles of territory. The method of operation on all but 36 miles is TWC, with CTC controlling the 36 miles. This desk is manned twenty-four hours per day, seven days a week.

The IC&E Iowa desk in Sioux Falls has 360 miles of territory. The method of operation on all but 13 miles of that territory is TWC, with CTC controlling the 13 miles. This desk is manned twenty-four hours per day, seven days a week. The IC&E Marquette desk in Sioux Falls is manned 8 hours per day 5 days per week and is split off both the Missouri and Iowa desks to handle workload during the heavy period of the day with Engineering. Method of operation is TWC.

The DM&E East desk in Sioux Falls has 245 miles of territory. The method of operation throughout that territory is TWC. This desk is manned 8 hours per day 7 days a week. The DM&E West desk in Sioux Falls has 670 miles of territory. Method of operation is TWC. This desk is manned twenty-four hours per day, seven days a week. The East desk is combined with this desk 16 hours per day.

Crew management functions for the DME are conducted at Sioux Falls, SD by 8 Transportation employees working under the supervision of 1 Manager.

VI. OPERATIONS OF CPR AND DME FOLLOWING CONSUMMATION OF THE PROPOSED TRANSACTION

As a general matter, Applicants anticipate there will be relatively few changes in the operations of the systems of CPR and the DME over the three-year period covered by this operating plan. The transaction will effect an essentially end-to-end coordination of complementary systems, and there is limited overlap between the two systems and their service areas. Although planned new capital investments by CPR should help to improve DME's train velocity and fluidity, DME is currently operated efficiently and the transaction presents few immediate opportunities to consolidate operations. Overall, it appears that the carriers' current traffic mix and operations will not generate additional volumes that would be handled by the DME system on an "extended haul" basis or would otherwise require significant operating changes over the next three years. Moreover, DME and CPR already share similar operating designs and philosophies, so their existing operations should dovetail fairly well.

CPR and DME will have two available routes between St. Paul, MN and Chicago, IL, which will promote system fluidity and velocity, provide capacity for traffic growth in the corridor and through the St. Paul, MN and Chicago, IL gateways, and enable Applicants to respond flexibly to service issues caused by weather or other circumstances. The relatively small volume of traffic that DME currently moves between St. Paul, MN and Chicago, IL can be readily accommodated on existing CPR trains over the CPR route.

A. Through Freight Service

CPR's existing Integrated Operating Plan is made up of three core design principles: velocity, balance and network. "Velocity" refers to service design aimed at providing more

consistency, faster trips and cycle times, and additional capacity. Multiple daily outlets, and smoothed daily, weekly, and annual flows are some examples.

"Balance" refers to the goal of designing service to maximize capacity. Daily departures, with increased mixing of commodities drives asset utilization and improves velocity. Such balance reduces inefficiencies associated with deadheading power and crews, and provides efficient service in each direction.

"Network" summarizes service design approaches that review the entire network in order to develop systematic solutions to enhance service performance. CPR follows a hub and spoke operation, with a core yard providing main support for a geographical area. This approach is an effort to compress rail transportation services into standardized offerings.

DME's Integrated Operating Plan ("IOP") and service design philosophy largely mirror those of CPR, and the two systems' service designs are moving in the same directions. Recent changes in the DME's IOP illustrate that, even prior to the proposed transaction, DME's service design and operating plan have been evolving toward the same approaches and principles followed by CPR. Today, more DME mainline trains operate at full daily service, instead of only 5 days per week. For example, MRCHU/MHURC (manifest Rapid City to Huron, SD and return) as well as MMCMQ/MMQMC (manifest Mason City to Marquette and return) now run daily. Similarly, DME's integration of St. Paul, MN automotive traffic from unit train service (VSPKC) into existing daily manifest service (ASPVC) has increased utilization, without negatively affecting the customer's service.

Following consummation of the proposed transaction, Applicants intend to continue to follow this progressive approach to increase velocity and balance and reduce network costs of their systems.

1. Possible Changes for Existing Traffic

DME operates a very well-designed network. There are a relatively small number of mainline trains scheduled to handle freight service. Seven scheduled train service pairs make up the bulk of DME's service design (outlined in Appendix E). Because DME's network is lean, efficient, and well-designed and because it has little overlap with the CPR system, the transaction presents few immediate opportunities for consolidation or efficiency improvements through changes in service design.

Nonetheless, CPR's seven scheduled daily train service pairs do provide a few areas of opportunity for potential service rationalization. Applicants anticipate that they will eliminate two daily DME trains (one in each direction) between Owatonna, MN and Chicago, IL. Today, a daily DME train (DME Train Symbol MHUCC and return on MCCHU) originates in Huron, SD and moves through Waseca and Owatonna, MN, Nora Springs, IA, and Dubuque, IA to Chicago, IL. Following approval of the transaction, that traffic will instead be handled by existing daily CPR trains that run between St. Paul, MN and Chicago, IL. The DME train from Huron that today operates south at Owatonna, MN and moves to Nora Springs, IA will instead continue east from Owatonna, MN to Minnesota City, MN. At Minnesota City, the DME locomotives will be cut off, and the resulting block of cars will be added to an existing CPR train (CPR Train Nos. 286 or 486) that moves to Chicago, IL via CPR's line through Wisconsin and Illinois. Applicants will implement a similar change for the return movement from Chicago, IL to Minnesota City, thereby eliminating two existing DME trains per day (one in each direction). This streamlining change will reduce the number of trains needed to move the two systems' traffic between Minnesota City, MN and Chicago, IL.

2. New Business and Growth in Existing Business

Applicants estimate that they will experience two primary types of growth over the next three years: new business, or "synergies" in the form of "extended hauls" (primarily DME traffic extended over CPR's lines); and organic, internal growth in the volume of existing business. Based upon their projections and review of current operations, Applicants believe their systems will be able to handle this growth over the next three years using existing train service.

As witness Foot testifies, Applicants project they will gain extended hauls on approximately 5800 additional carloads of traffic by the third year following Board approval of the transaction. There is sufficient room in existing CPR and DME trains and service to handle such extended haul traffic in existing trains. Applicants have also determined this additional traffic would not result in a material increase in yard activity at any of the points where the DME and CPR systems connect.

Applicants believe that projected organic growth of their traffic bases can also be accommodated without adding trains. As witness Foot testifies, Applicants project that DME's traffic base will grow organically by approximately 64,000 carloads (including 36,728 carloads of ethanol) by the third year following approval of the transaction. Applicants believe that this projected growth will be sufficiently dispersed among the six existing ethanol plants and five new plants under construction that it can be handled by existing trains and service. Eventually, there may be sufficient growth in ethanol traffic to warrant the introduction of ethanol unit train service, but Applicants do not presently anticipate that ethanol traffic will grow sufficiently in the three years following Board approval of the transaction to require such unit train service.

3. Other Operating and System Design Areas to be Reviewed After Approval of the Transaction.

Following approval of the transaction, Applicants will review data and information concerning the operations of their systems more closely to determine whether there may be additional opportunities for operating and service design improvements. CPR uses a sophisticated computer modeling program (*MultiRail*) that will allow Applicants to evaluate various service design ideas and to determine whether such approaches might enhance traffic flows and other important operating and service metrics. Such modeling may identify opportunities that Applicants have not yet contemplated. Until CPR is able to fully exercise control of DM&E and IC&E, and to incorporate detailed traffic data on DME's volumes, origins, destinations, etc, into CPR's computer tools, Applicants cannot fully evaluate or model projected traffic flows or potential efficiencies.

In addition, it might be possible to identify, in cooperation with connecting carriers, ways to adjust current blocking patterns to expedite the movement of traffic through busier terminal areas. The current flow of freight traffic to, from, or through Chicago, IL presents the largest area to explore in terms of how traffic patterns could be improved with our interline partners. For example, Applicants will consider the feasibility of building an NS block at DME's Huron yard, for set off at Winona, that could be handled directly to NS in CPR's Train No. 288 service (St Paul to NS Calumet), thereby avoiding reworking of traffic at Clearing Yard. The current DM&E/IC&E interchanges will also be reviewed to ensure that traffic is moving not only in an optimal pattern, but also in the optimal blocks.

In the longer term, changes in the supply chain for ethanol could require CPR-DME to consider the possibility of introducing unit train service. Unit train service reaches its optimum efficiency when the origin can load all cars in 24 hours, and when the destination can unload all

cars in 24 hours. Short of attaining that optimal level of efficiency, moving the traffic in existing manifest train service, every day, with consistent and smoothed flows, provides the best cycle times at the lowest network cost. At the present time, most ethanol producers and receivers are not equipped to take advantage of the efficiencies offered by unit train service. However, if traffic increases sufficiently, and origin and destination facilities are reconfigured to accommodate unit trains, CPR would consider introducing such service in response to customer demand.

From a network perspective, the DME's current blocking plan may present opportunities for more hub-and-spoke-traffic flows in relation to Huron yard operations. For example, DME train MRCHU has 8 blocks from Rapid City, with the train terminating at Huron. Under a hub-and-spoke operating plan, MRCHU would function as a switch train, working from the Huron yard. Another example would be a review of Huron's current blocking design to determine if creating new blocks to take advantage of new interchange points would help drive fluidity by sending cars to a more opportune interchange.

Following approval of the transaction, CPR and DME will also review traffic patterns in the Chicago-Kansas City corridor, both in terms of expediting blocks to and from these key gateways, as well as to increase train density. Such a key corridor may present significant opportunities to run new point-to-point trains and more fully use DME's capacity in that corridor.

B. Schedule Improvements

Applicants expect to increase the fluidity of DME's operations through capital investments designed to increase velocity and compress schedules on DME's lines. For example, CPR plans to invest approximately $300 million for improvements to DME's infrastructure (rail, ties, ballast, bridges and other facilities) in the first three years following

approval of the transaction. *See* VIII, *infra*. This investment will reduce the number of "slow orders" under which DME trains operate, and will improve overall train velocity. Faster train run times, in turn, increase yard capacity and corridor fluidity, and generate improved cycle times for locomotives and rail cars. Taking advantage of available corridor capacity on CPR's St. Paul-Milwaukee-Chicago corridor, Applicants will review train and traffic patterns to identify opportunities for service improvements, longer hauls, and new business. The availability of two different routes for traffic between the St. Paul, MN and Chicago, IL (the CPR route and the IC&E route) will provide greater flexibility and allow Applicants' systems to better address and avoid service interruptions, promote system fluidity, and provide capacity for growth on that important corridor and beyond.

C. Local Service

Local service is fundamental to supporting mainline operations, as well as yard throughput. The term "integrated" in the Applicants' respective IOPs, refers to the fact that all facets of their railroad operations are inter-related. At the local level, Applicants will seek to smooth volumes and traffic flows by increasing the availability of unloading and loading, and maintaining an open gate policy. CPR and DME follow similar local service philosophies, and recent changes in DME's IOP illustrate that its local service plan is moving toward the same goals pursued by CPR. DME is establishing more local service, increasing frequency, which helps to increase fluidity by getting traffic loaded or unloaded and quickly moved out again. For example, DME recently increased the number of daily yard jobs in Rapid City from two (YRC, YRC2) to thr (with addition of YRC3); and it has increased the frequency of operations of several existing locals (LNU, LRO, LWS and LWS2 have expanded from 5 days per week to 6 days per week service), thus improving service to customers served by those trains.

D. Changes in Yards and Terminals

Increasing velocity, maintaining a balanced design, and designing a service within a network frame are key to a solid foundation for train service. The IOP philosophy shared by CPR and DME will facilitate continued service improvements. A true hub and spoke design, with yards producing blocks of traffic of sufficient volume to expedite handling across corridors and gateways, improves and enhances overall network fluidity. A key area of focus will be to simplify operations at gateways, and to increase economies of scale to these points.

Applicants' terminal operations at the St. Paul, MN and Chicago, IL should not be affected by the transaction. Currently, CPR (SOO Line) has terminal services agreements with DM&E and IC&E covering the Chicago, IL and St. Paul terminals. In both cities, DME delivers cars to the CPR yard (one train per day at St. Paul, MN and three trains per week at Chicago Bensenville yard), and CPR performs switching, interchange, and local termination service on behalf of DME. This cooperative approach has resulted in seamless service. Applicants anticipate that operations at these terminals will be conducted without significant change following implementation of the transaction.

Applicants have identified a few potential opportunities for small changes near Chicago, IL. For example, CPR's interchange with DME is currently three times per week. Local LDS2 operates out of Davis Junction on Tuesday, Thursday & Saturday to IHB Norpaul, and Monday Wednesday & Friday to Bensenville yard. Although Applicants do not currently plan to change that service, their overall review of Chicago, IL traffic flows may identify opportunities to adjust traffic patterns in a manner that would improve traffic flows and fluidity.

After approval of the transaction, Applicants will review existing DME interchanges (including interchanges between the DM&E and IC&E) to ensure traffic is moving not only in an optimal pattern, but also in the optimal blocks. The Minnesota City, MN DM&E/IC&E

interchange will be examined to see what routes and destinations contribute to its volume, as part of an overall review of the current Chicago, IL traffic flow. Similarly, the interchange at River Junction, MN, currently has a significant flow to St Paul, and Applicants will examine the possibility of adding the traffic to MKCSP for direct handling to St Paul.

Applicants anticipate that projected organic traffic growth (i.e. growth in volume of existing business) will not result in a substantial increase in activity at any CPR or DME yard over the three years covered by this Operating Plan. Similarly, traffic growth through new business synergies in the three years following the transaction would not substantially increase traffic in any CPR or DME yard.

E. Mechanical Facilities

DME locomotive and car fleets will continue to be maintained at the existing facilities on the DME. Applicants do not currently envision any DME facility rationalization with CPR. Applicants do expect that CPR facilities in St Paul, MN and Chicago, IL may be used as a backup to the existing DME mechanical operations for locomotive and/or car repairs that are beyond DME's current capabilities.

The DME locomotive fleet will be managed in coordination with the overall CPR fleet. Access to surplus CPR locomotives for growth requirements may enable DME to avoid the need to purchase additional units. Similarly, DME will have access to the full CPR car fleet of approximately 69,200 cars, which may provide additional capacity for peak demand periods. *See* Appendix N (summary listing of CPR rolling stock).

Ethanol traffic carried by DME today moves in private tanker cars. Applicants anticipate that ethanol traffic will continue to move in private equipment for the foreseeable future. Therefore, the projected growth in ethanol traffic will not require Applicants to purchase additional rail cars.

F. Dispatching, Crew-Calling and Customer Service

Because the proposed transaction involves the common control of two end-to-end railroads, Applicants currently do not plan to make significant changes in dispatching, crew-calling or customer service operations.

G. Changes in Traffic Mix

The following charts depict traffic mix on the existing CPR and DME systems, and the traffic mix of two systems, considered together.

CPR Carloads

Traffic Mix	2006 Carloads	% of Total
Grain	255,855	30%
Coal	170,948	20%
Industrial Products	141,591	16%
Intermodal	130,596	15%
Fertilizer/Sulfur	62,880	7%
Forest Products	47,624	6%
Automotive	56,029	6%
Grand Total	**865,523**	**100%**

DME Carloads

Traffic Mix	2006 Carloads	% of Total
Grain	106,376	38%
Coal	41,094	15%
Industrial Products*	109,573	39%
Intermodal	0	0%
Fertilizer	7,474	3%
Forest Products	14,633	5%
Automotive	3,371	1%
	282,521	**100%**

* - includes Food & Consumer

Total of CPR and DME Systems Together

Traffic Mix	2006 Carloads	% of Total
Grain	362,231	32%
Coal	212,042	18%
Industrial Products	251,164	22%
Intermodal	130,596	11%
Fertilizer/Sulfur	70,354	6%
Forest Products	62,257	5%
Automotive	59,400	5%
Grand Total	**1,148,044**	**100%**

H. Changes in Engineering and Maintenance

The transaction is expected to have little-to-no effect on the size of the permanent engineering work force on DM&E and IC&E. CPR's plans for sustained basic replacement capital expenditures and for additional improvement capital will enable the existing engineering staff to manage day-to-day maintenance requirements, signal, track and bridge issues (identified, in part, by the Safety Compliance Agreement DME entered into with FRA) and to continue to focus on operating practices. This will continue to foster improved safety performance, and will facilitate reductions in both track caused train accidents and personal injuries.

Applicants expect that seasonal employees will be required to work full construction seasons on the DME system. Workload that is beyond the capacity of the seasonal workforce will be carried out by contract forces.

VII. TRAFFIC DENSITY AND LOCAL TRAIN STARTS FOLLOWING IMPLEMENTATION OF THE PROPOSED TRANSACTION

A. Trains and Tonnage Over Main Line Segments

Line density data and information for CPR and DME – both current and projected -- is set forth in Exhibit 14.

B. Yard Activity and Local Train Starts

Applicants do not currently intend to make significant changes in yard operations or local train starts over the next three years, except for changes that might be necessary to respond to customer demands or business growth, or to serve new industries. Applicants project that the transaction will not cause a significant increase in activity at any yard in the three years following Board approval of the transaction.

VIII. CAPITAL IMPROVEMENTS

CPR projects that it will make available to DME approximately $300 million in capital for improvements to DME's track, bridges and other rail facilities in the first three years following approval of the transaction. The planned expenditures include an estimated $70.9 million per year in improvement capital to reduce current operating restrictions on DM&E and IC&E core lines and $29.8 million per year in replacement capital. The improvement capital will reduce or eliminate temporary slow orders at a number of key locations on DME lines, and will permit Applicants to initiate a 10 year program to remove 286,000 lb restrictions on selected routes. Capital expenditures will further serve to reduce the frequency of FRA reportable train accidents. Estimates of the types of capital expenditures CPR projects it will make on the DME system in those three years are outlined in Table 16.

Table 16
Proposed Annual Capital Expenditures on DME

	Annual Capital ($000,000s)
Rail	11.268
Ballast	2.385
Cross Ties	16.394
Other Track Maintenance	5.756
Structures	60.700
Signals & Communications	2.168
Work Equipment	1.354
Other	0.697
TOTAL	100.722

Additional general estimates of the types of capital expenditures CPR projects it will make in those three years are set forth in Appendix L. The specific projects, quantities and details by subdivision would be determined following detailed field inspection, assessment of Track Evaluation Car field measurements (e.g. laser rail, GRMS, GREX tie inspection and

geometry measurements, and review of historical replacements). Similarly, priorities for specific bridge replacements and repairs will be established following the completion of inspections and structural assessments.

IX. COMMUNICATIONS AND INFORMATION TECHNOLOGY

A. Historical Operation for Information Technology, Systems and Services at DME

DME is served from the company's data center in Sioux Falls and from Railcar Management Inc.'s data center, an Application Service Provider for transportation and customer shipment management services. Policies and appropriate protection and monitoring tools provide security for the IT environment.

Integrated IP-based telecom networks connect all DME locations over two paths. These are MPLS networks providing corporate data, voice and internet services. Cisco products provide network security and connectivity management.

DME does not develop software internally and purchases packaged solutions. DME has implemented a comprehensive set of business systems to operate the railroad. Systems are available and supported around the clock by the IT department. DME's principal business systems:

- Train Management - supplied by Railcar Management Inc. who also host the system at their data center. Various modules handle shipment and revenue management covering the complete lifecycle for orders, yard, car and train operations as well as activity with external entities: shippers, customs, and interline including car hire.
- Dispatch, Signal and Communications - supplied by Wabtec whose TMDS system manages train control for both dark and CTC territory at DME.
- Crew management software supplied by Washington Corporation is used for scheduling running trades.
- General Accounting is supplied by JD Edwards World (Oracle) and modules used handle all financials including the railroad's payroll and materials inventory as well as Human Resources.

DME pays annual maintenance and licensing fees on products and services used.

B. IT Operations by DME Following Consummation of The Proposed Transaction:

DME will have access to CPR software and other IT systems and services, including IT systems and services CPR uses for:

- Operations
- Corporate, Finance, HR
- Marketing and Sales

Customer-facing or e-business services. Conversely, CPR will have access to DME's software and IT systems and services.

CPR's IT systems facilitate implementation of its award-winning IOP and delivery of scheduled railway operations and excellent customer service. Those systems will be made available to DME, in combination with its existing best practices, to foster efficient service and operations, and transparent customer shipment management.

CPR Telecom services will also be extended to DME. The workstation environment, currently deployed for more than 300 personal computers at over 50 office and shop locations across DME, would be maintained so as to complement the systems' seamless connection.

DME's requirements for purchased products and services would be incorporated into CPR's requirements. Future requirements for replacement and growth of both business systems and infrastructure will be incorporated into overall IT plans for each line of business: Operations, Marketing and Sales, Corporate.

X. EQUIPMENT REQUIREMENTS

A. Locomotives

The DME locomotive fleet will be managed as part of the overall CPR fleet. Future locomotive requirement either for replacement or growth will be included in the overall CPR capital locomotive plan. Applicants presently anticipate that surplus locomotives from CPR's existing fleet will be sufficient for DME needs over the next three years.

B. Freight Cars

The DME railcar fleet will be managed as part of the overall CPR fleet. The aggregate supply and demand for various car types on the CPR and DME systems will determine railcar fleet sizing. Coordinated management of the two fleets should result in better equipment utilization. Future requirements for replacement or growth will be incorporated into the overall CPR fleet plans.

XI. EFFECTS OF THIS TRANSACTION UPON PASSENGER SERVICE

A. Current AMTRAK Operations on CPR Routes and DME Routes

AMTRAK operates two services on CPR (SOO). The Empire Builder, trains 7 & 8, operate daily between Midway and Chicago Union Station. The Hiawatha service, trains 330, 332, 334, 336, 338, 340, 342, 329, 331, 333, 335, 337, 339 and 341 between Milwaukee, WI and Chicago, IL, all operate daily, with the exception of trains 329 & 330, which operate Monday to Saturday. There are currently no AMTRAK services on the DME.

B. Current Commuter Operations on CPR, DME Routes

METRA operates approximately 128 trains per day between Chicago Union Station and Roundout, and between Chicago Union Station and Elgin with reduced service on weekends (approximately 40 trains on Saturdays and approximately 36 trains on Sundays). IC&E's primary route into and out of Chicago includes a section of trackage rights over a METRA rail

line between Pingree Grove and Cragin Junction, Illinois. METRA, the Chicago commuter rail authority, operates 58 commuter trains each week day (fewer on weekends) over all or a portion of the Cragin Junction-Pingree Grove line. IC&E currently operates six to eight daily train movements over this line.

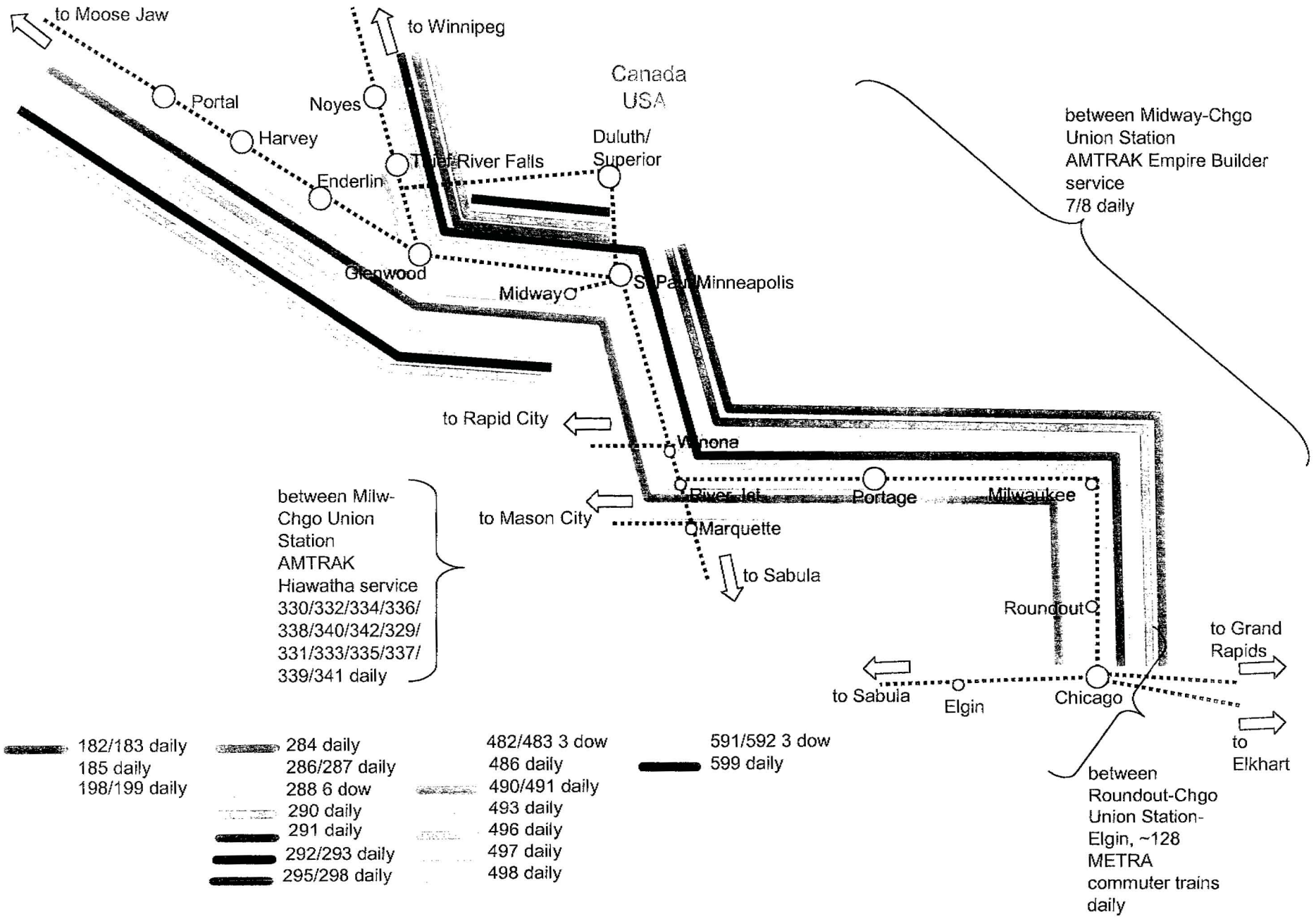
C. Passenger Operations Following The Transaction

Applicants expect that the transaction will have no negative effects on Amtrak and commuter train passenger operations. CPR's freight train schedules are built around passenger and commuter operations, in order to avoid freight train interference with passenger train service. As discussed above, there is an opportunity for train consolidations on the St. Paul, MN - Chicago, IL corridor. This would reduce the number of freight trains on the route used by Amtrak. Currently, CPR uses approximately 60 percent of the corridor's sustainable capacity of 34 trains per day.

XII. SAFETY PLAN

Applicants will submit a Safety Implementation Plan ("SIP") to the FRA, which will describe in more detail their plans to implement safety polices and operating practices at DME (Applicants will submit copies of the SIP to the Board when it is filed with the FRA). Importantly, in the first three years following Board approval of the transaction, CPR plans to invest $300 million in DME's track, facilities and structures. Those capital investments and improvements, in combination with implementation of CPR's safety practices at DME, will substantially improve the safety of DME operations.

APPENDIX A:
Graphical Summary of CPR Main Line Trains


to Moose Jaw
to Winnipeg
Canada
USA
Portal
Noyes
Harvey
Duluth/
Superior
Enderlin
Glenwood
Midway
St Paul
Minneapolis
between Midway-Chgo
Union Station
AMTRAK Empire Builder
service
7/8 daily
to Rapid City
Winona
River Jct
Portage
Milwaukee
to Mason City
Marquette
to Sabula
between Milw-
Chgo Union
Station
AMTRAK
Hiawatha service
330/332/334/336/
338/340/342/329/
331/333/335/337/
339/341 daily
Roundout
to Grand
Rapids
to Sabula
Elgin
Chicago
to
Elkhart
between
Roundout-Chgo
Union Station-
Elgin, ~128
METRA
commuter trains
daily
182/183 daily
185 daily
198/199 daily
284 daily
286/287 daily
288 6 dow
290 daily
291 daily
292/293 daily
295/298 daily
482/483 3 dow
486 daily
490/491 daily
493 daily
496 daily
497 daily
498 daily
591/592 3 dow
599 daily

APPENDIX B:
CPR Train Schedules

Train Times at ThiefRiverFalls week of 09 Sep 07

Train	Days of Week	Arrive	Depart	Dwell	Train Prior	Train Type	Train Direct	
290-401	SMTWTFS	1:00	3:15	2:15	4	200s-FE	East	Winnipeg to St Paul
291-401	SMTWTFS	8:50	10:20	1:30	4	200s-FE	West	Bensenville - Winnipeg
592-401	-M-W---	-----	11:00	-----	6	500s-SE	East	Glenwood Wfrt
591-401	--T-T--	15:05		-----	6	00s-SE	West	Detroit Lakes Sub Wfrt
490-401	SMTWTFS	15:45	18:05	2:20	5	400s-RE	East	Wpg - St Paul
491-401	SMTWTFS	15:15	18:15	3:00	5	400s-RE	West	St Paul - Bdn
493-401	SMTWTFS	18:10	19:40	1:30	5	400s-RE	West	Bensenville - Bredenbury

Day of Week	Total /Day	EB /Day	WB /Day	Orig /Day	Term /Day	Stop /Day	Thru /Day
Sunday:	5	2	3	0	0	5	0
Monday:	6	3	3	1	0	5	0
Tuesday:	5	2	3	0	0	5	0
Wednesday:	6	3	3	1	0	5	0
Thursday:	5	2	3	0	0	5	0
Friday:	5	2	3	0	0	5	0
Saturday:	5	2	3	0	0	5	0
Week Totals:	37	16	21	2	0	35	0

Train Times at Portage week of 09 Sep 07

Train	Days of Week	Arrive	Depart	Dwell	Train Prior	Train Type	Train Direct	Comments
183-401	SMTWTFS	1:35	2:20	0:45	2	100s-QX	West	B'ville IMS - MPLS IMS
198-501	SMTWTFS	2:10	2:55	0:45	2	100s-QX	East	Vcr to Bville
182-501	SMTWTFS	2:25	3:10	0:45	2	100s-QX	East	Mpls IMS - B'ville IMS
291-401	SMTWTFS	4:25	5:10	0:45	4	200s-FE	West	Bensenville - Winnipeg
298-401	SMTWTFS	5:50	6:35	0:45	5	200s-FE	East	Alyth - BRC Clearing
287-401	SMTWTFS	8:00	8:45	0:45	5	200s-FE	West	Bensenville - St Paul
284-401	SMTWTFS	8:40	9:25	0:45	5	200s-FE	East	St Paul -Bensenville
199-401	SMTWTFS	9:30	10:15	0:45	3	100s-QX	West	B'ville - Coquitlam
288-401	S-TWTFS	11:10	11:55	0:45	5	200s-FE	East	St Paul - Calumet
486-401	SMTWTFS	10:45	13:00	2:15	6	400s-RE	East	St Paul - Yd - BRC Clearing
498-401	SMTWTFS	12:25	13:10	0:45	6	400s-RE	East	Moose Jaw - St Paul
497-401	SMTWTFS	13:10	14:55	1:45	6	400s-RE	West	Clearing - Moose Jaw
493-401	SMTWTFS	16:10	16:55	0:45	5	400s-RE	West	Bensenville - Bredenbury
185-401	SMTWTFS	17:20	18:05	0:45	2	100s-QX	West	Bensenville - Fordson
295-401	SMTWTFS	22:00	22:45	0:45	5	200s-FE	West	B'ville - Alyth
286-401	SMTWTFS	22:40	23:25	0:45	5	200s-FE	East	St Paul - Bensenville

Day of Week	Total /Day	EB /Day	WB /Day	Orig /Day	Term /Day	Stop /Day	Thru /Day
Sunday:	16	7	9	0	0	16	0
Monday:	17	8	9	0	0	17	0
Tuesday:	17	8	9	0	0	17	0
Wednesday:	19	9	9	0	0	19	0
Thursday:	18	9	9	0	0	18	0
Friday:	19	9	9	0	0	19	0
Saturday:	19	9	9	0	0	19	0
Week Totals:	125	59	63	0	0	125	0

Train Times at Glenwood week of 09 Sep 07

Train Comments	Days of Week	Arrive	Depart	Dwell	Train Prior	Train Type	Train Direct	
496-401	SMTWTFS	23:40	0:55	1:15	6	400s-RE	East	Moose Jaw - St Paul
293-401	SMTWTFS	21:40	0:55	3:15	4	200s-FE	West	St Paul - Alyth
199-401	SMTWTFS	23:40	0:55	1:15	3	100s-QX	West	B'ville - Coquitlam
291-401	SMTWTFS	23:35	2:20	2:45	4	200s-FE	West	Bensenville - Winnipeg
490-401	SMTWTFS	0:35	3:20	2:45	5	400s-RE	East	Wpg - St Paul
591-401	--T-T--	-----	7:00	-----	6	500s-SE	West	Detroit - Lakes Sub Wfrt
491-401	SMTWTFS	5:40	8:45	3:05	5	400s-RE	West	St Paul - Bdn
493-401	SMTWTFS	10:25	11:40	1:15	5	400s-RE	West	Bensenville - Bredenbury
290-401	SMTWTFS	9:45	12:30	2:45	4	200s-FE	East	Winnipeg to St Paul
497-401	SMTWTFS	9:55	12:40	2:45	6	400s-RE	West	Clearing - Moose Jaw
198-501	SMTWTFS	10:55	12:55	2:00	2	100s-QX	East	Vcr to Bville
599-401	SMTWTFS	13:30	-----	-----	6	500s-SE	West	St Paul - Glenwood
298-401	SMTWTFS	10:45	13:30	2:45	5	200s-FE	East	Alyth - BRC Clearing
295-401	SMTWTFS	16:15	17:30	1:15	5	200s-FE	West	B'ville - Alyth
592-401	-M-W---	17:40	-----	-----	6	500s-SE	East	Glenwood Wfrt
498-401	SMTWTFS	17:20	20:05	2:45	6	400s-RE	East	Moose Jaw - St Paul
292-401	SMTWTFS	22:00	23:15	1:15	4	200s-FE	East	Alyth - St Paul

Day of Week	Total /Day	EB /Day	WB /Day	Orig /Day	Term /Day	Stop /Day	Thru /Day
Sunday:	15	7	8	0	1	14	0
Monday:	15	7	8	0	1	14	0
Tuesday:	16	7	9	1	1	14	0
Wednesday:	16	8	8	0	1	15	0
Thursday:	16	7	9	1	1	14	0
Friday:	15	7	8	0	1	14	0
Saturday:	15	7	8	0	1	14	0
Week Totals:	108	50	58	2	7	99	0

Train Times at Enderlin week of 09 Sep 07

Train	Days of Week	Arrive	Depart	Dwell	Train Prior	Train Type	Train Direct	Comments
298-401	SMTWTFS	4:20	5:05	0:45	5	200s-FE	East	Alyth-BRC Clearing
198-501	SMTWTFS	5:05	5:50	0:45	2	100s-QX	East	Vcr to Bville
199-401	SMTWTFS	5:25	6:10	0:45	3	100s-QX	West	B'ville - Coquitlam
293-401	SMTWTFS	6:00	7:30	1:30	4	200s-FE	West	St Paul - Alyth
498-401	SMTWTFS	8:40	10:55	2:15	6	400s-RE	East	Moose Jaw - St Paul
292-401	SMTWTFS	15:35	16:20	0:45	4	200s-FE	East	Alyth - St Paul
496-401	SMTWTFS	15:45	18:00	2:15	6	400s-RE	East	Moose Jaw - St Paul
497-401	SMTWTFS	17:45	19:15	1:30	6	400s-RE	West	Clearing - Moose Jaw
295-401	SMTWTFS	22:35	23:20	0:45	5	200s-FE	West	B'ville -Alyth

Day of Week	Total /Day	EB /Day	WB /Day	Orig /Day	Term /Day	Stop /Day	Thru /Day
Sunday:	9	5	4	0	0	9	0
Monday:	9	5	4	0	0	9	0
Tuesday:	10	5	5	0	0	10	0
Wednesday:	9	5	4	0	0	9	0
Thursday:	9	5	4	0	0	9	0
Friday:	9	5	4	0	0	9	0
Saturday:	9	5	4	0	0	9	0
Week Totals:	64	35	29	0	0	64	0

Train Times at Harvey week of 09 Sep 07

Train	Days of Week	Arrive	Depart	Dwell	Train Prior	Train Type	Train Direct	Comments
198-501	SMTWTFS	21:50	0:35	2:45	2	100s-QX	East	Vcr to Bville
498-401	SMTWTFS	1:05	2:35	1:30	6	400s-RE	East	Moose Jaw - St Paul
497-401	SMTWTFS	1:05	4:20	3:15	6	400s-RE	West	Clearing - Moose Jaw
295-401	SMTWTFS	5:10	7:55	2:45	5	200s-FE	West	B'ville -Alyth
292-401	SMTWTFS	9:30	10:15	0:45	4	200s-FE	East	Alyth - St Paul
496-401	SMTWTFS	7:50	10:25	2:35	6	400s-RE	East	Moose Jaw - St Paul
199-401	SMTWTFS	11:00	11:45	0:45	3	100s-QX	West	B'ville - Coquitlam
293-401	SMTWTFS	13:20	16:50	3:30	4	200s-FE	West	St Paul - Alyth
298-401	SMTWTFS	18:15	23:00	4:45	5	200s-FE	East	Alyth-BRC Clearing

Day of Week	Total /Day	EB /Day	WB /Day	Orig /Day	Term /Day	Stop /Day	Thru /Day
Sunday:	9	5	4	0	0	9	0
Monday:	9	5	4	0	0	9	0
Tuesday:	10	6	4	0	0	10	0
Wednesday:	9	5	4	0	0	9	0
Thursday:	9	5	4	0	0	9	0
Friday:	9	5	4	0	0	9	0
Saturday:	9	5	4	0	0	9	0
Week Totals:	64	36	28	0	0	64	0

Train Times at Milw/MuskegoYd weed of 09 Sep 07

Train	Days of Week	Arrive	Depart	Dwell	Train Prior	Train Type	Train Direct	Comments
291-401	SMTWTFS	23:30	1:45	2:15	4	200s-FE	West	Bensenville - Winnipeg
286-401	SMTWTFS	2:05	3:35	1:30	5	200s-FE	East	St Paul -Bensenville
287-401	SMTWTFS	3:35	5:20	1:45	5	200s-FE	West	Bensenville - St Paul
198-501	SMTWTFS	4:55	5:25	0:30	2	100s-QX	East	Vcr to Bville
182-501	SMTWTFS	5:10	6:40	1:30	2	100s-QX	East	Mpls IMS - B'ville IMS
199-401	SMTWTFS	5:40	7:10	1:30	3	100s-QX	West	B'ville - Coquitlam
497-401	SMTWTFS	8:15	10:30	2:15	6	400s-RE	West	Clearing - Moose Jaw
298-401	SMTWTFS	9:15	10:45	1:30	5	200s-FE	East	Alyth - BRC Clearing
493-401	SMTWTFS	13:00	13:30	0:30	5	400s-RE	West	Bensenville - Bredenbury
284-401	SMTWTFS	12:05	14:35	2:30	5	200s-FE	East	St Paul - Bensenville
185-401	SMTWTFS	14:30	15:00	0:30	2	100s-QX	West	Bensenville - Fordson
288-401	S-TWTFS	14:35	15:05	0:30	5	200s-FE	East	St Paul - Calumet
498-401	SMTWTFS	15:50	17:35	1:45	6	400s-RE	East	Moose Jaw - St Paul
486-401	SMTWTFS	15:40	18:15	2:35	6	400s-RE	East	St Paul - Yd - BRC Clearing
295-401	SMTWTFS	17:30	19:20	1:50	5	200s-FE	West	B'ville - Alyth
183-401	SMTWTFS	21:45	23:15	1:30	2	100s-QX	West	B'ville IMS - MPLS IMS

Day of Week	Total /Day	EB /Day	WB /Day	Orig /Day	Term /Day	Stop /Day	Thru /Day
Sunday:	27	12	15	5	6	16	0
Monday:	29	14	15	7	6	16	0
Tuesday:	31	15	16	7	7	17	0
Wednesday:	32	16	16	7	7	18	0
Thursday:	32	16	16	7	7	18	0
Friday:	32	16	16	7	7	18	0
Saturday:	31	15	16	6	7	18	0
Week Totals:	214	104	110	46	47	121	0

Train Times at BensenvilleYard week of 09 Sep 07

Train Comments	Days of Week	Arrive	Depart	Dwell	Train Prior	Train Type	Train Direct	
287-401	SMTWTFS	-----	0:05	-----	5	200s-FE	West	Bensenville - St Paul
199-401	SMTWTFS	-----	3:00	-----	3	100s-QX	West	B'ville - Coquitlam
497-401	SMTWTFS	4:45	4:45	0:00	6	400s-RE	West	Clearing - Moose Jaw
286-401	SMTWTFS	7:25	8:10	0:45	5	200s-FE	East	St Paul - Bensenville
198-501	SMTWTFS	9:25	-----	-----	2	100s-QX	East	Vcr to Bville
493-401	SMTWTFS	-----	9:30	-----	5	400s-RE	West	Bensenville - Bredenbury
182-501	SMTWTFS	10:25	-----	-----	2	100s-QX	East	Mpls IMS - B'ville IMS
185-401	SMTWTFS	-----	11:50	-----	2	100s-QX	West	Bensenville - Fordson
295-401	SMTWTFS	-----	14:00	-----	5	200s-FE	West	B'ville - Alyth
138-401	SMTWTFS	-----	15:00	-----	3	100s-QX	East	Bensenville - Mtl Wharf
298-401	SMTWTFS	14:35	15:20	0:45	5	200s-FE	East	Alyth - BRC Clearing
241-401	SMTWTFS	16:40	-----	-----	5	200s-FE	West	Toronto - Bensenville
284-401	SMTWTFS	18:25	-----	-----	5	200s-FE	East	St Paul - Bensenville
183-401	SMTWTFS	-----	19:15	-----	2	100s-QX	East	B'ville - IMS-MPLS IMS
291-401	SMTWTFS	-----	20:00	-----	4	200s-FE	West	Bensenville - Winnipeg
240-401	SMTWTFS	-----	20:00	-----	5	200s-FE	East	Via Elkart/Butler NS
288-401	S-TWTFS	18:55	20:25	1:30	5	200s-FE	East	St Paul - Calumet
498-401	SMTWTFS	21:25	21:40	0:15	6	400s-RE	East	Moose Jaw - St Paul
486-401	SMTWTFS	22:05	22:05	0:00	6	400s-RE	East	St Paul - Yd - BRC Clearing
242-401	MTW-FS	-----	23:30	-----	5	200s-FE	East	Via CSX

Day of Week	Total /Day	EB /Day	WB /Day	Orig /Day	Term /Day	Stop /Day	Thru /Day
Sunday:	16	8	8	8	2	4	2
Monday:	16	8	8	9	2	3	2
Tuesday:	18	10	8	9	3	4	2
Wednesday:	19	11	8	9	3	5	2
Thursday:	18	10	8	8	3	5	2
Friday:	19	11	8	10	3	4	2
Saturday:	20	12	8	10	4	4	2
Week Totals:	126	70	56	63	20	29	14

Train Times at St Paul Yard week of 09 Sep 07

Train	Days of Week	Arrive	Depart	Dwell	Train Prior	Train Type	Train Direct	Comments
486-401	SMTWTFS	-----	1:05	-----	6	400s-RE	East	St Paul - Yd - BRC Clearing
482-401	#NAME?	1:55	-----	-----	6	400s-RE	East	Superior - St Paul Yd
497-401	SMTWTFS	1:15	2:00	0:45	6	400s-RE	West	Clearing - Moose Jaw
185-401	SMTWTFS	2:20	-----	-----	2	100s-QX	West	Bensenville - Fordson
493-401	SMTWTFS	1:45	2:30	0:45	5	400s-RE	West	Bensenville - Bredenbury
288-401	S-TWTFS	-----	3:00	-----	5	200s-FE	East	St Paul - Calumet
498-401	SMTWTFS	3:30	4:15	0:45	6	400s-RE	East	Moose Jaw - St Paul
599-401	SMTWTFS	-----	5:35	-----	6	500s-SE	West	St Paul - Glenwood
292-401	SMTWTFS	6:40	-----	-----	4	200s-FE	East	Alyth - St Paul
588-301	SMTWTF-	-----	8:00	-----	6	500s-SE	East	St Paul Yd - LaCrosse
496-401	SMTWTFS	8:20	-----	-----	6	400s-RE	East	Moose Jaw - St Paul
295-401	SMTWTFS	7:35	8:20	0:45	5	200s-FE	West	B'ville - Alyth
183-401	SMTWTFS	9:05	9:20	0:15	2	100s-QX	West	B'ville IMS - MPLS IMS
490-401	SMTWTFS	11:30	-----	-----	5	400s-RE	East	Wpg - St Paul
293-401	SMTWTFS	-----	13:00	-----	4	200s-FE	West	St Paul - Alyth
286-401	SMTWTFS	-----	14:30	-----	5	200s-FE	East	St Paul - Bensenville
291-401	SMTWTFS	14:00	14:45	0:45	4	200s-FE	West	Bensenville - Winnipeg
589-301	MTWTFS	17:15	-----	-----	6	500s-SE	West	LaCrosse - St Paul Yd
199-401	SMTWTFS	17:00	17:30	0:30	3	100s-QX	West	B'ville - Coquitlam
287-401	SMTWTFS	18:05	-----	-----	5	200s-FE	West	Bensenville - St Paul
198-501	SMTWTFS	19:25	19:55	0:30	2	100s-QX	East	Vcr to Bville
182-501	SMTWTFS	19:55	20:10	0:15	2	100s-QX	East	Mpls IMS - B'ville IMS
290-401	SMTWTFS	20:40	-----	-----	4	200s-FE	East	Winnipeg to St Paul
491-401	SMTWTFS	-----	21:00	-----	5	400s-RE	West	St Paul - Bdn
483-401	-M-W-F-	-----	21:00	-----	6	400s-RE	West	St Paul Yd - Superior
298-401	SMTWTFS	20:55	21:40	0:45	5	200s-FE	East	Alyth - BRC Clearing
284-401	SMTWTFS	-----	23:45	-----	5	200s-FE	East	St Paul - Bensenville

Day of Week	Total /Day	EB /Day	WB /Day	Orig /Day	Term /Day	Stop /Day	Thru /Day
Sunday:	26	14	12	8	7	10	1
Monday:	25	12	13	7	7	10	1
Tuesday:	24	13	11	7	6	10	1
Wednesday:	28	15	13	8	7	12	1
Thursday:	26	14	12	7	7	11	1
Friday:	26	13	13	8	6	11	1
Saturday:	28	15	13	7	7	12	2
Week Totals:	183	96	87	52	47	76	8

APPENDIX C:
CPR Blocking Plans and Condensed Schedules

PROFILE NAME	ROUTE	CUSTOMER	COMMENTS
G03	ICE I/C BENSENVILLE WEST - SPAULDING	NO CUSTOMERS, ICE I/C	3 DOW
G04	ICE I/C SPAULDING - BENSENVILLE	NO CUSTOMERS, ICE I/C	3 DOW
G31	NS CREW CALUMET - BENSENVILLE	NO CUSTOMERS, NS I/C	DAILY
G32	SCHILLER PARK SCHILLER - BENSENVILLE - SCHILLER	INTERMODAL SWITCH	DAILY
G33	SCHILLER PARK SCHILLER - BENSENVILLE - SCHILLER	INTERMODAL SWITCH	DAILY
G34	SCHILLER PARK FRANKLIN - SCHILLER		
G35	SPAULDING PATROL BENSENVILLE WEST YD - ELGIN - BENSENVILLE WEST YD	SERVICES 17 CUSTOMERS, INCLUDING EJ&E I/C	5 DOW
G37	IHB TRANSFER BENSENVILLE - NORPAUL - BENSENVILLE	NO CUSTOMERS, IHB NORPAUL TRANSFER	DAILY
G41	LANDERS BENSENVILLE IMS - LANDERS - BENSENVILLE IMS	NO CUSTOMERS, NS LANDERS/CSX BEDFORD PARK TRANSFER	DAILY
G42	BELT TRANSFER CLEARING TO BENSENVILLE	NO CUSTOMERS, BRC CLEARING TRANSFER	DAILY
G45	BRC (BELT) TRANSFER BENSENVILLE - CLEARING	NO CUSTOMERS, BRC CLEARING TRANSFER	
G44	ICG TRANSFER	NO CUSTOMERS, CN HAWTHRONE TRANSFER	DAILY

BENSENVILLE - HAWTHORNE - BENSENVILLE

G46	0759 WEST YARD BENSENVILLE WEST - BENSENVILLE - BENSENVILLE WEST	CHICAGO LANDPORT IMS 11	DAILY
G47	SOUTH SIDE INDUSTRIAL BENSENVILLE WEST - GALEWOOD - BENSENVILLE WEST	SERVICES 18 CUSTOMERS	DAILY
G48	1559 WEST YARD BENSENVILLE WEST YARD	SERVICES 5 CUSTOMERS	5 DOW
G50	WEST YARD BENSENVILLE WEST - B17 - BENSENVILLE WEST- BENSENVILLE G48 ROUTE TO GALEWOOD ON SUNDAY	SERVICES 3 CUSTOMERS	3 DOW
G51	TRANSFER BENSENVILLE - SPAULDING - BENSENVILLE	BRINGS OUT 874 AND BRINGS BACK 875 UNIT COKE TRAIN	AS REQUIRED
G53	BRC TRANSFER BENSENVILLE - CLEARING	NO CUSTOMERS, BRC TRANSFER	DAILY
G54	CSXT I/C - L588 BARR YARD - BENSENVILLE	NO CUSTOMERS, CSXT I/C	DAILY
G55	IHB I/C GP8 GIBSON YARD - BENSENVILLE	NO CUSTOMERS, IHB I/C	DAILY
G56	NS I/C SN17V ELKART NS - BENSENVILLE	NO CUSTOMERS, NS I/C	DAILY
G57	IHB MANIFEST PROVISO - BENSENVILLE	NO CUSTOMERS, IHB TRANSFER	DAILY
G58	UP I/C AASCP YARD CENTRE - BENSENVILLE	NO CUSTOMERS, UP I/C	DAILY
GH11	630 HUMP BENSENVILLE	YARD JOB	DAILY
GH12	730 HUMP	YARD JOB	6 DOW

	BENSENVILLE		
GH21	1430 HUMP BENSENVILLE	YARD JOB	DAILY
GH22	1530 HUMP BENSENVILLE	YARD JOB	DAILY
GH31	2230 HUMP BENSENVILLE	YARD BOB	DAILY
GH32	2330 HUMP BENSENVILLE	YARD JOB	DAILY
GP11	630 PULL BACK BENSENVILLE	YARD JOB	DAILY
GP12	630 PULL BACK BENSENVILLE	YARD JOB	DAILY
GP21	1430 PULL BACK BENSENVILLE	YARD JOB	DAILY
GP22	1500 PULL BACK BENSENVILLE	YARD JOB	DAILY
GP23	1559 PULL BACK BENSENVILLE	YARD JOB	DAILY
GP31	2230 PULL BACK BENSENVILLE	YARD JOB	DAILY
GP32	2300 PULL BACK BENSENVILLE	YARD JOB	DAILY
GP33	2359 PULL BACK BENSENVILLE	YARD JOB	DAILY
GS21	1559 SCHILLER SCHILLER	YARD JOB	5 DOW
GW12	1500 WEST END	YARD JOB	DAILY

BENSENVILLE

GW31	2359 WEST END BENSENVILLE	YARD JOB	DAILY
GY10	TRAIN READY CREW BENSENVILLE	YARD JOB	DAILY
GY11	0630 STRIP BENSENVILLE - B'VILLE IMS - BENSENVILLE	YARD JOB	DAILY
GY12	0630 RELIEF BENSENVILLE	YARD JOB	DAILY
GY13	1530 TRAN READS BENSENVILLE	YARD JOB	DAILY
GY21	1430 RELIEF BENSENVILLE	YARD JBO	DAILY
GY22	1559 STRIP BENSENVILLE - B'VILLE IMS - BENSENVILLE	YARD JOB	DAILY
GY31	2230 RELIEF BENSENVILLE	YARD JOB	DAILY
GY33	2230 STRIP BENSENVILLE	YARD JOB	DAILY

Train Design
Integrated Operating Plan
Train: 182 Version:7
Mpls IMS - B'ville IMS

Operates : Su Mo Tu We Th Fr Sa Scheduled

Effective (MM/DD/YYYY): 9/13/2007
Expires (MM/DD/YYYY): 3/30/2008

	Total	Stn	Sub	Chicag	Non CP	StPaul
Transit (HHH:MM):	015:20	003:10	012:10	014:13	000:04	001:03
Av.Speed (MPH):	27.0		34.0	28.2	15.0	13.5
Distance (Miles):	415.0			400.5	1.0	14.2
Crew Starts :	2			1	0	1
Work Locations :	3			2	0	1

Train Objectives

Objective: Train operates daily ex Minneapolis IMS to Bensenville IMS, handling IMS traffic.

Train is not to handle speed restricted traffic (<60mph).

Power Design

Power: 2 SD40's F-R. Power cycles from and to Train 183.

Condensed Schedule for Train 182 Version 7

ARRIVE Clock HHMM	TZ	D	Elapse HHHMM	DOW SMTWTFS	Station/Location	SA	Stn Time HHMM	DEPART Clock HHMM	TZ	D	Elapse HHHMM	DOW SMTWTFS	F	W	C	I	L	D	MAX Length	Projected Typical Length	Tons	Run - Next HHMM	Miles
					MINNEAPOLIS IMS	SP	0000	1900	CT	0	00000	YYYYYYY		W	C		L		8500	6200*	5100*	0000	0.0
1900	CT	0	00000	YYYYYYY	MPLS SHOREHAM	SP	0000	1900	CT	0	00000	YYYYYYY							8500	6200	5100	0045	13.3
1945	CT	0	00045	YYYYYYY	ST PAUL	SP	0015	2000	CT	0	00100	YYYYYYY	F						8500	6200	5100	0035	15.2
2035	CT	0	00135	YYYYYYY	ST CROIX JUNCTIO	CH	0000	2035	CT	0	00135	YYYYYYY							8500	6200	5100	0245	104.2
2320	CT	0	00420	YYYYYYY	RIVER JCT WEST	CH	0000	2320	CT	0	00420	YYYYYYY							8500	6200	5100	0005	3.1
2325	CT	0	00425	YYYYYYY	RIVER JCT	CH	0000	2325	CT	0	00425	YYYYYYY							8500	6200	5100	0010	3.7
2335	CT	0	00435	YYYYYYY	LA CROSSE	CH	0000	2335	CT	0	00435	YYYYYYY							8500	6200	5100	0115	37.4
0050	CT	1	00550	YYYYYYY	TUNNEL CITY	CH	0000	0050	CT	1	00550	YYYYYYY							8500	6200	5100	0030	22.6
0120	CT	1	00620	YYYYYYY	NEW LISBON	CH	0000	0120	CT	1	00620	YYYYYYY							8500	6200	5100	0055	43.0
0215	CT	1	00715	YYYYYYY	PORTAGE	CH	0045	0300	CT	1	00800	YYYYYYY			C				8500	6200	5100	0140	76.1
0440	CT	1	00940	YYYYYYY	DUPLAINVILLE	CH	0000	0440	CT	1	00940	YYYYYYY							8500	6200	5100	0020	16.2
0500	CT	1	01000	YYYYYYY	MILWAUKEE	CH	0130	0630	CT	1	01130	YYYYYYY		W					8500	6200	5100	0140	53.4
0810	CT	1	01310	YYYYYYY	RONDOUT	CH	0040	0850	CT	1	01350	YYYYYYY							8500	6200	5100	0120	24.8
1010	CT	1	01510	YYYYYYY	TOWER B173	CH	0000	1010	CT	1	01510	YYYYYYY							8500	6200	5100	0005	1.5
1015	CT	1	01515	YYYYYYY	BENSENVILLE	CH	0000	1015	CT	1	01515	YYYYYYY							8500	6200	5100	0005	1.4
1020	CT	1	01520	YYYYYYY	BENSENVILLE IMS	CH								W					8500	6200	5100		

Fuel Work Crew — F W C I L D — Customs Locomotive Perishable Svc Insp

Lift and Setout Activity

At MINNEAPOLIS IMS 04865 ,from headend of train 182

Train Arr Local Time:	DOW:					Train Dep Local Time:1900	DOW: S,M,T,W,T,F,S			
Inbound Block	Road	Blk	BSwp			Outbound Block	Road	Blk	BSwp	Block DOW
Origin Destination	BlkName	Type	To	Event		Origin Destination	BlkName	Type	From	Notes
				Lift		MPLS IMS MONTREAL RACINE IMS	02339EX	EXPED		
				Lift		MPLS IMS MONTREAL CAST IMS	02341EX	EXPED		
				Lift		MPLS IMS LANDERS	00523EX	EXPED		
				Lift		MPLS IMS CHICAGO CLEARING	00498EX	EXPED		
				Lift		MPLS IMS BENSENVILLE IMS	04541EX	EXPED		

Business Rules and Design Notes for MINNEAPOLIS IMS 04865:
Designed Departure: 6200 Feet, 5100 tons

At MILWAUKEE 04760 ,from headend of train 182

Train Arr Local Time:0500	DOW: S,M,T,W,T,F,S					Train Dep Local Time:0630	DOW: S,M,T,W,T,F,S			
Inbound Block	Road	Blk	BSwp			Outbound Block	Road	Blk	BSwp	Block DOW
Origin Destination	BlkName	Type	To	Event		Origin Destination	BlkName	Type	From	Notes
				Thru		MPLS IMS MONTREAL RACINE IMS	02339EX	EXPED		
				Lift		MILWIMS MONTREAL RACINE IMS	02339EX	EXPED	G62	
				Lift		MILWIMS MONTREAL CAST IMS	02341EX	EXPED	G62	
				[illegible]		MPLS IMS MONTREAL CAST IMS	02341EX	EXPED		
				[illegible]		MPLS IMS LANDERS	00523EX	EXPED		
				[illegible]		MPLS IMS CHICAGO CLEARING	00498EX	EXPED		
				[illegible]		MPLS IMS BENSENVILLE IMS	04541EX	EXPED		

At BENSENVILLE IMS 04541 ,from headend of train 182

Train Arr Local Time:1020	DOW: S,M,T,W,T,F,S					Train Dep Local Time:	DOW:			Block
Inbound Block	Road	Blk	BSwp			Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event		Origin Destination	BlkName	Type	From	Notes
MPLS IMS MONTREAL RACINE IMS	02339EX	EXPED	* 1	S/Off						
MILWIMS MONTREAL RACINE IMS	02339EX	EXPED	* 2	S/Off						
MILWIMS MONTREAL CAST IMS	02341EX	EXPED	* 3	S/Off						
MPLS IMS MONTREAL CAST IMS	02341EX	EXPED	* 4	S/Off						
MPLS IMS LANDERS	00523EX	EXPED	G41	S/Off						
MPLS IMS CHICAGO CLEARING	00498EX	EXPED	GY11	S/Off						
MPLS IMS BENSENVILLE IMS	04541EX	EXPED		S/Off						

Business Rules and Design Notes for BENSENVILLE IMS 04541:

Block Swap Notes:
* 1 swaps to GY11:GY22:
* 2 swaps to GY11:GY22:
* 3 swaps to GY11:GY22:
* 4 swaps to GY11:GY22:

Condensed Block to Train Activity

Train:182
Ver :7

*PUx = Pickup Blockswap
*SOx = Setoff Blockswap

Ord	Blk Orig	Blk Dest	Blk Name	MPL Swi	MIL Swi	BEN Int	MRail OCT07 Traf. File Est Feet
1	MPLS IMS	RACINE	02339EX		>>>		1760
2	MILWIMS	RACINE	02339EX				144
3	MILWIMS	CAST TER	02341EX				38
4	MPLS IMS	CAST TER	02341EX		>>>		754
5	MPLS IMS	LANDERS	00523EX		>>>		567
6	MPLS IMS	CLEARING	00498EX		>>>		213
7	MPLS IMS	BEN IMS	04541EX		>>>	SO	2848

			MPL Swi	MIL Swi	BEN Int	
		Blks PU	5	2	0	
		Blks SO	0	0	7	
		Blks Thr	0	5	0	
		Blks Dep	5	7	0	
FSOP	Max *	Feet K	8.5	8.5	8.5	
Design		Tons K	5.1	5.1	5.1	
Design		Feet K	6.2	6.2	6.2	
OCT07	Average	Cars	50	51	0	
OCT07	Average	Tons K	5.0	5.2	0.0	
OCT07	Average	Feet K	6.1	6.3	0.0	

Created: 16:29:02 9/6/2007 Scenario:M:\FALL_BIOP_2007\

Train Design
Integrated Operating Plan
Train: 183 Version:7
B'ville IMS- Mpls IMS

Operates : Su Mo Tu We Th Fr Sa Scheduled

Effective (MM/DD/YYYY): 9/10/2007
Expires (MM/DD/YYYY): 3/30/2008

	Total	Stn	Sub	Chicag	StPaul
Transit (HHH:MM):	015:10	002:30	012:40	014:10	001:00
Av.Speed (MPH):	27.0		33.0	29.0	13.3
Distance (Miles):	423.0			410.3	13.3
Crew Starts :	2			2	0
Work Locations :	3			2	1

Train Objectives

Objective: Operates daily ex Bensenville IMS handling Milwaukee, Minneapolis, Winnipeg and Regina IMS.

Anchor Block: Minneapolis IMS.

Power Design

Power: 2 SD40's F-R. Power cycles from and to Train 182.

Condensed Schedule for Train 183 Version 7

ARRIVE Clock HHMM	TZ	D	Elapse HHHMM	DOW SMTWTFS	Station/Location	Stn Time SA	DEPART Clock HHMM	TZ	D	Elapse HHHMM	DOW SMTWTFS	F	W	C	I	L	D	MAX Length	Projected Typical Length	Tons	Run - Next HHMM	Miles
					BENSENVILLE IMS	CH 0000	1915	CT	0	00000	YYYYYYY	F	W	C				8500	6300*	4100*	0005	1.4
1920	CT	0	00005	YYYYYYY	TOWER B12	CH 0000	1920	CT	0	00005	YYYYYYY							8500	6300	4100	0020	7.3
1940	CT	0	00025	YYYYYYY	TOWER A5	CH 0000	1940	CT	0	00025	YYYYYYY							8500	6300	4100	0055	26.9
2035	CT	0	00120	YYYYYYY	RONDOUT	CH 0000	2035	CT	0	00120	YYYYYYY							8500	6300	4100	0125	53.4
2200	CT	0	00245	YYYYYYY	MILWAUKEE	CH 0130	2330	CT	0	00415	YYYYYYY		W					8500	6300	4100	0040	16.2
0010	CT	1	00455	YYYYYYY	DUPLAINVILLE	CH 0000	0010	CT	1	00455	YYYYYYY							8500	6300	4100	0140	76.1
0150	CT	1	00635	YYYYYYY	PORTAGE	CH 0045	0235	CT	1	00720	YYYYYYY			C				8500	6300	4100	0110	43.0
0345	CT	1	00830	YYYYYYY	NEW LISBON	CH 0000	0345	CT	1	00830	YYYYYYY							8500	6300	4100	0035	22.6
0420	CT	1	00905	YYYYYYY	TUNNEL CITY	CH 0000	0420	CT	1	00905	YYYYYYY							8500	6300	4100	0100	37.4
0520	CT	1	01005	YYYYYYY	LA CROSSE	CH 0000	0520	CT	1	01005	YYYYYYY							8500	6300	4100	0025	3.7
0545	CT	1	01030	YYYYYYY	RIVER JCT	CH 0000	0545	CT	1	01030	YYYYYYY							8500	6300	4100	0005	3.1
0550	CT	1	01035	YYYYYYY	RIVER JCT WEST	CH 0000	0550	CT	1	01035	YYYYYYY							8500	6300	4100	0255	104.2
0845	CT	1	01330	YYYYYYY	ST CROIX JUNCTIO	CH 0000	0845	CT	1	01330	YYYYYYY							8500	6300	4100	0040	15.2
0925	CT	1	01410	YYYYYYY	ST PAUL	SP 0015	0940	CT	1	01425	YYYYYYY							8500	6300	4100	0045	13.3
1025	CT	1	01510	YYYYYYY	MPLS SHOREHAM	SP 0000	1025	CT	1	01510	YYYYYYY							8500	6300	4100	0000	0.0
1025	CT	1	01510	YYYYYYY	MINNEAPOLIS IMS	SP							W					8500	6300	4100		

Fuel F D Customs
Work W L Locomotive Svc
Crew C I Perishable Insp

Lift and Setout Activity

At BENSENVILLE IMS 04541 ,from headend of train 183

Train Arr Local Time:	DOW:					Train Dep Local Time:1915	DOW: S,M,T,W,T,F,S			Block
Inbound Block	Road	Blk	BSwp			Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event		Origin Destination	BlkName	Type	From	Notes
						BEN IMS MILWAUKEE IMS	00581EX	EXPED		
						HOCHELAG MILWAUKEE IMS	00581EX	EXPED	GY11	
						HOCHELAG MINNEAPOLIS IMS	04865EX	EXPED	* 1	
						BEN IMS MINNEAPOLIS IMS	04865EX	EXPED		
						BEDFPK MINNEAPOLIS IMS	04865EX	EXPED	G41	
						BEN IMS REGINA IMS	06026EX	EXPED		
						BEN IMS WINNIPEG IMS	05206EX	EXPED		
						LANDERS MINNEAPOLIS IMS	04865EX	EXPED	G41	
						OBICO MINNEAPOLIS IMS	04865EX	EXPED	* 2	

Business Rules and Design Notes for BENSENVILLE IMS 04541:
Designed Departure: 6300 Feet, 4100 tons

Block Swap Notes:
* 1 swaps from GY11:GY22:
* 2 swaps from GY11:GY22:

At MILWAUKEE 04760 ,from headend of train 183

Train Arr Local Time:2200	DOW: S,M,T,W,T,F,S					Train Dep Local Time:2330	DOW: S,M,T,W,T,F,S			Block
Inbound Block	Road	Blk	BSwp			Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event		Origin Destination	BlkName	Type	From	Notes
BEN IMS MILWAUKEE IMS	00581EX	EXPED	G62	S/Off						
HOCHELAG MILWAUKEE IMS	00581EX	EXPED	G62	S/Off						
						HOCHELAG MINNEAPOLIS IMS	04865EX	EXPED		
						BEN IMS MINNEAPOLIS IMS	04865EX	EXPED		
						BEDFPK MINNEAPOLIS IMS	04865EX	EXPED		
						BEN IMS REGINA IMS	06026EX	EXPED		
						BEN IMS WINNIPEG IMS	05206EX	EXPED		
						LANDERS MINNEAPOLIS IMS	04865EX	EXPED		
						OBICO MINNEAPOLIS IMS	04865EX	EXPED		

At MINNEAPOLIS IMS 04865 ,from headend of train 183

Train Arr Local Time:1025	DOW: S,M,T,W,T,F,S					Train Dep Local Time:	DOW:			Block
Inbound Block	Road	Blk	BSwp			Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event		Origin Destination	BlkName	Type	From	Notes
HOCHELAG MINNEAPOLIS IMS	04865EX	EXPED		S/Off						
BEN IMS MINNEAPOLIS IMS	04865EX	EXPED		S/Off						
BEDFPK MINNEAPOLIS IMS	04865EX	EXPED		S/Off						
BEN IMS REGINA IMS	06026EX	EXPED	291	S/Off						
BEN IMS WINNIPEG IMS	05206EX	EXPED	291	S/Off						
LANDERS MINNEAPOLIS IMS	04865EX	EXPED		S/Off						
OBICO MINNEAPOLIS IMS	04865EX	EXPED		S/Off						

Condensed Block to Train Activity

Train:183
Ver :7

*PUx = Pickup Blockswap
*SOx = Setoff Blockswap

Ord	Blk Orig	Blk Dest	Blk Name	BEMS	MILW	MPLS	MRail OCT07 Traf. File Est Feet
1	BEN IMS	MILWIMS	00581EX				
2	HOCHELAG	MILWIMS	00581EX	PUx			207
3	HOCHELAG	MPLS IMS	04865EX	PUx	>>>	SO	1079
4	BEN IMS	MPLS IMS	04865EX		>>>	SO	3779
5	BEDFPK	MPLS IMS	04865EX	PUx	>>>	SO	
6	BEN IMS	REGINA I	06026EX		>>>	SOx	439
7	BEN IMS	WINN IMS	05206EX		>>>	SOx	135
8	LANDERS	MPLS IMS	04865EX	PUx	>>>	SO	266
9	OBICO	MPLS IMS	04865EX	PUx	>>>	SO	

				MILW	MPLS	MRail OCT07 Traf. File
			Blks PU	9	0	0
			Blks SO	0	2	7
			Blks Thr	0	7	0
			Blks Dep	9	7	0
FSOP	Max *		Feet K	8.5	8.5	8.5
Design			Tons K	4.1	4.1	4.1
Design			Feet K	6.3	6.3	6.3
OCT07	Average		Cars	46	43	0
OCT07	Average		Tons K	3.9	3.7	0.0
OCT07	Average		Feet K	5.9	5.7	0.0

Created: 16:29:03 9/6/2007 Scenario:M:\FALL_BIOP_2007\

Train Design
Integrated Operating Plan
Train: 185 Version:7
Bensenville - St Paul

Operates : Su Mo Tu We Th Fr Sa Scheduled

Effective (MM/DD/YYYY): 9/10/2007
Expires (MM/DD/YYYY): 3/30/2008

	Total	Stn	Sub	Chicag	Non CP	StPaul
Transit (HHH:MM):	014:40	002:45	011:55	014:36	000:04	000:00
Av.Speed (MPH):	27.0		33.0	27.4	15.0	0.0
Distance (Miles):	401.0			400.0	1.0	0.0
Crew Starts :	2			2	0	0
Work Locations :	3			2	0	1

Train Objectives

Objective: Operates daily ex Bensenville to St Paul handling Cottage Grove finished autos, Fordson autoparts, empty autos, and St Paul short traffic.

Train to be ordered for 0900 hrs for 1150 hrs departure.

Anchor Blocks: Cottage Grove finished autos, Fordson autoparts.

Train must run if autoparts on hand.

Power Design

Power: 2 SD60's F-R 1 GP38 F. Power cycles from and to Train 284.

Condensed Schedule for Train 185 Version 7

ARRIVE Clock HHMM	TZ	D	Elapse HHMM	DOW SMTWTFS	Station/Location	SA	Stn Time DEPART Clock HHMM	TZ	D	Elapse HHMM	DOW SMTWTFS	F	W	C	I	L	D	MAX Length	Projected Typical Length	Tons	Run - Next HHMM	Miles
					BENSENVILLE	CH	0000	1150	CT	0	00000	YYYYYYY	F	W	C				8500	5200*	4200*	0240	79.7
1430	CT	0	00240	YYYYYYY	MILWAUKEE	CH	0030	1500	CT	0	00310	YYYYYYY							8500	5200	4200	0225	92.2
1725	CT	0	00535	YYYYYYY	PORTAGE	CH	0045	1810	CT	0	00620	YYYYYYY			C				8500	5200	4200	0310	109.8
2120	CT	0	00930	YYYYYYY	RIVER JCT WEST	CH	0000	2120	CT	0	00930	YYYYYYY							8500	5200	4200	0300	104.2
0020	CT	1	01230	YYYYYYY	ST CROIX JUNCTIO	CH	0000	0020	CT	1	01230	YYYYYYY							8500	5200	4200	0020	6.8
0040	CT	1	01250	YYYYYYY	COTTAGE GROVE	CH	0130	0210	CT	1	01420	YYYYYYY		W					8500	2500*	1937*	0020	8.4
0230	CT	1	01440	YYYYYYY	ST PAUL	SP								W					8500	2500	1937		

	Fuel	F				D	Customs
	Work		W		L		Locomotive Svc
	Crew			C I			Perishable Insp

Lift and Setout Activity

At BENSENVILLE 04540 ,from headend of train 185

Train Arr Local Time:	DOW:					Train Dep Local Time:1150	DOW: S,M,T,W,T,F,S			Block
Inbound Block	Road	Blk	BSwp			Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event		Origin Destination	BlkName	Type	From	Notes
				Lift		BENSENVI COTTAGE GROVE	04848FA	FAUTO		
				Lift		BENSENVI FORDSON	00652AU	AUTOP		
				Lift		CLEARING FORDSON	00652AU	AUTOP	G42	

Business Rules and Design Notes for BENSENVILLE 04540:
Designed Departure: 5200 Feet, 4200 tons

At COTTAGE GROVE 04848 ,from headend of train 185

Train Arr Local Time:0040	DOW: S,M,T,W,T,F,S					Train Dep Local Time:0210	DOW: S,M,T,W,T,F,S			Block
Inbound Block	Road	Blk	BSwp			Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event		Origin Destination	BlkName	Type	From	Notes
BENSENVI COTTAGE GROVE	04848FA	FAUTO		S/Off						
				Lift		COTTAGE FORDSON	00652EA	EAUTO		
				Lift		COTTAGE ST PAUL	04850SH	SHORT		
				Thru		BENSENVI FORDSON	00652AU	AUTOP		
				Thru		CLEARING FORDSON	00652AU	AUTOP		

Business Rules and Design Notes for COTTAGE GROVE 04848:
Designed Departure: 2500 Feet, 1937 tons

At ST PAUL 04850 ,from headend of train 185

Train Arr Local Time:0230	DOW: S,M,T,W,T,F,S				Train Dep Local Time:	DOW:			Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
COTTAGE FORDSON	00652EA	EAUTO	* 1	S/Off					
COTTAGE ST PAUL	04850SH	SHORT		S/Off					
BENSENVI FORDSON	00652AU	AUTOP	* 2	S/Off					
CLEARING FORDSON	00652AU	AUTOP	* 3	S/Off					

Business Rules and Design Notes for ST PAUL 04850:

Block Swap Notes:
* 1 swaps to H18 :H30 :H32 :
* 2 swaps to H18 :H30 :H32 :
* 3 swaps to H18 :H30 :H32 :

Condensed Block to Train Activity

Train:185
Ver :7

*PUx = Pickup Blockswap
*SOx = Setoff Blockswap

Ord	Blk Orig	Blk Dest	Blk Name	B E N S E N V I	C O T T A G E	S T A T L E	MRail OCT07 Traf. File Est Feet
1	BENSENVI	COTTAGE	04848FA	[redacted]	[redacted]		5956
2	COTTAGE	FORD	00652EA		[redacted]	[redacted]	2348
3	COTTAGE	ST PAUL	04850SH		[redacted]	[redacted]	99
4	BENSENVI	FORD	00652AU	[redacted]	>>>	[redacted]	216
5	CLEARING	FORD	00652AU	[redacted]	>>>	[redacted]	619
			Blks PU	3	2	0	
			Blks SO	0	1	4	
			Blks Thr	0	2	0	
			Blks Dep	3	4	0	
FSOP		Max *	Feet K	8.5	8.5	8.5	
Design			Tons K	4.2	1.9	1.9	
Design			Feet K	5.2	2.5	2.5	
OCT07		Average	Cars	72	35	0	
OCT07		Average	Tons K	5.4	2.2	0.0	
OCT07		Average	Feet K	6.8	3.3	0.0	

Created: 16:29:04 9/6/2007 Scenario:M:\FALL_BIOP_2007\

Train Design
Integrated Operating Plan
Train: 198 Version:1
Coquitlam - Bensenville

Operates : Su Mo Tu We Th Fr Sa Scheduled Effective (MM/DD/YYYY): 9/10/2007
Expires (MM/DD/YYYY): 3/30/2008

	Total	Stn	Sub	Albrta	BC Int	Chicag	Non CP	Saskwn	StPaul	Vancvr
Transit (HHH:MM):	100:05	024:20	075:45	018:25	013:17	013:28	000:04	014:25	031:13	009:13
Av.Speed (MPH):	21.0		28.0	24.7	19.3	29.6	15.0	19.1	18.0	25.5
Distance (Miles):	2185.0			455.5	256.9	399.1	1.0	275.6	563.0	234.8
Crew Starts :	15			2	2	1	0	2	5	3
Work Locations :	6			1	0	1	0	1	2	1

Train Objectives

Objective: Train operates daily ex Coquitlam to Bensenville, handling Swift Current, Minneapolis, Bensenville IMS, as well as potash and grain ex Glenwood. May handle maximum 3000' of overflow Vaughan IMS to CIF.

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Anchor Blocks: Bensenville IMS.

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Power Design

Power: 2 AC44s F-R. Power cycles from Train 201. Power cycles to Train 199.

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1 AC picked up at Geddis 'R' and set-off at Keith.

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Condensed Schedule for Train 198 Version 1

ARRIVE Clock HHMM	TZ	D	Elapse HHHMM	DOW SMTWTFS	Station/Location	SA	Stn Time DEPART Clock HHMM	TZ	D	Elapse HHHMM	DOW SMTWTFS	F	W	C	I	L	D	MAX Length	Projected Typical Length	Tons	Run - Next HHMM	Miles
					COQUITLAM	VA	0000	0330	PT	0	00000	YYYYYYY	F	W	C				6500	6400*	5000*	0005	4.5
0335	PT	0	00005	YYYYYYY	VANCOUVER IMS	VA	0000	0335	PT	0	00005	YYYYYYY							6500	6400	5000	0325	107.4
0700	PT	0	00330	YYYYYYY	NORTH BEND	VA	0020	0720	PT	0	00350	YYYYYYY			C				6500	6400	5000	0445	121.5
1205	PT	0	00835	YYYYYYY	KAMLOOPS	VA	0035	1240	PT	0	00910	YYYYYYY			C				6500	6400	5000	0040	21.8
1320	PT	0	00950	YYYYYYY	GEDDIS	BC	0000	1320	PT	0	00950	YYYYYYY					L		6500	6400	5000	0455	106.7
1815	PT	0	01445	YYYYYYY	REVELSTOKE	BC	0040	1855	PT	0	01525	YYYYYYY			C				6500	6400	5000	0605	125.7
0100	PT	1	02130	YYYYYYY	FIELD	BC	0030	0230	MT	1	02200	YYYYYYY			C				6500	6400	5000	0505	127.0
0735	MT	1	02705	YYYYYYY	KEITH	AB	0000	0735	MT	1	02705	YYYYYYY					L		6500	6400	5000	0015	10.6
0750	MT	1	02720	YYYYYYY	TWELFTH ST EAST	AB	0000	0750	MT	1	02720	YYYYYYY							6500	6400	5000	0005	1.5
0755	MT	1	02725	YYYYYYY	ALYTH	AB	0130	0925	MT	1	02855	YYYYYYY			C				6500	6400	5000	0015	7.7
0940	MT	1	02910	YYYYYYY	CALGARY IMS	AB	0150	1130	MT	1	03100	YYYYYYY		W		I			7500	5700*	4400*	0510	165.6
1640	MT	1	03610	YYYYYYY	MEDICINE HAT	AB	0035	1715	MT	1	03645	YYYYYYY			C				7500	5700	4400	0410	147.4
2125	MT	1	04055	YYYYYYY	SWIFT CURRENT	SK	0115	2240	ST	1	04210	YYYYYYY		W	C				7500	4900*	3500*	0320	110.4
0200	ST	2	04530	YYYYYYY	MOOSE JAW	SK	0450	0650	ST	2	05020	YYYYYYY	F		C	I			7500	4900	3500	0455	165.1
1145	ST	2	05515	YYYYYYY	NORTH PORTAL	SK	0000	1145	ST	2	05515	YYYYYYY							7500	4900	3500	0005	.1
1150	ST	2	05520	YYYYYYY	PORTAL	SP	0320	1610	CT	2	05840	YYYYYYY			C				7500	4900	3500	0545	153.7
2155	CT	2	06425	YYYYYYY	HARVEY	SP	0245	0040	CT	3	06710	YYYYYYY			C	I			7500	4900	3500	0430	139.3
0510	CT	3	07140	YYYYYYY	ENDERLIN	SP	0045	0555	CT	3	07225	YYYYYYY			C				7500	4900	3500	0505	136.9
1100	CT	3	07730	YYYYYYY	GLENWOOD	SP	0200	1300	CT	3	07930	YYYYYYY		W	C				7500	7500*	8500*	0440	115.8
1740	CT	3	08410	YYYYYYY	MINNEAPOLIS HUMB	SP	0000	1740	CT	3	08410	YYYYYYY							7500	7500	8500	0020	3.2
1800	CT	3	08430	YYYYYYY	MINNEAPOLIS IMS	SP	0045	1845	CT	3	08515	YYYYYYY		W					8500	6500*	7400*	0045	13.3
1930	CT	3	08600	YYYYYYY	ST PAUL	SP	0030	2000	CT	3	08630	YYYYYYY			C				8500	6500	7400	0330	122.4
2330	CT	3	09000	YYYYYYY	RIVER JCT	CH	0000	2330	CT	3	09000	YYYYYYY							8500	6500	7400	0245	106.7
0215	CT	4	09245	YYYYYYY	PORTAGE	CH	0045	0300	CT	4	09330	YYYYYYY			C				8500	6500	7400	0200	92.2
0500	CT	4	09530	YYYYYYY	MILWAUKEE	CH	0030	0530	CT	4	09600	YYYYYYY							8500	6500	7400	0145	53.4
0715	CT	4	09745	YYYYYYY	RONDOUT	CH	0055	0810	CT	4	09840	YYYYYYY							8500	6500	7400	0125	26.3
0935	CT	4	10005	YYYYYYY	BENSENVILLE	CH								W					8500	6500	7400		

	F	W	C	I	L	D
Fuel						
Work		W			L	
Crew			C	I		

Customs
Locomotive Svc
Perishable Insp

Lift and Setout Activity

At COQUITLAM 09684 ,from headend of train 198

Train Arr Local Time:	DOW:				Train Dep Local Time:0330	DOW: S,M,T,W,T,F,S			Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
					COQUITLA MINNEAPOLIS IMS	04865EX	EXPED		
					COQUITLA SWIFT CURRENT	06325EX	EXPED		
					VANCOIMS SWIFT CURRENT	06325EX	EXPED	* 1	
					VANCOIMS MINNEAPOLIS IMS	04865EX	EXPED	* 2	
					WHARFIMS VAUGHAN IMS	03409EX	EXPED	V38	
					VANCOIMS BENSENVILLE IMS	04541EX	EXPED	* 3	
					COQUITLA BENSENVILLE IMS	04541EX	EXPED		

Business Rules and Design Notes for COQUITLAM 09684:
Designed Departure: 6400 Feet, 5000 tons

Block Swap Notes:
* 1 swaps from VF11:VF19:
* 2 swaps from VF11:VF19:
* 3 swaps from VF11:VF19:

At CALGARY IMS 08204 ,from headend of train 198

Train Arr Local Time:0940	DOW: S,M,T,W,T,F,S				Train Dep Local Time:1130	DOW: S,M,T,W,T,F,S			Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
					COQUITLA MINNEAPOLIS IMS	04865EX	EXPED		
					COQUITLA SWIFT CURRENT	06325EX	EXPED		
					VANCOIMS SWIFT CURRENT	06325EX	EXPED		
					VANCOIMS MINNEAPOLIS IMS	04865EX	EXPED		
WHARFIMS VAUGHAN IMS	03409EX	EXPED	* 1	S/Off					
					CALG IMS MINNEAPOLIS IMS	04865EX	EXPED		
					CALG IMS BENSENVILLE IMS	04541EX	EXPED		
					VANCOIMS BENSENVILLE IMS	04541EX	EXPED		
					COQUITLA BENSENVILLE IMS	04541EX	EXPED		

Business Rules and Design Notes for CALGARY IMS 08204:
Designed Departure: 5700 Feet, 4400 tons

Block Swap Notes:
* 1 swaps to 210 :212 :

At SWIFT CURRENT 06325 ,from headend of train 198

Train Arr Local Time:2125	DOW: S,M,T,W,T,F,S				Train Dep Local Time:2240	DOW: S,M,T,W,T,F,S			Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
					COQUITLA MINNEAPOLIS IMS	04865EX	EXPED		
COQUITLA SWIFT CURRENT	06325EX	EXPED		S/Off					
VANCOIMS SWIFT CURRENT	06325EX	EXPED		S/Off					
					VANCOIMS MINNEAPOLIS IMS	04865EX	EXPED		
					CALG IMS MINNEAPOLIS IMS	04865EX	EXPED		
					CALG IMS BENSENVILLE IMS	04541EX	EXPED		
					VANCOIMS BENSENVILLE IMS	04541EX	EXPED		
					COQUITLA BENSENVILLE IMS	04541EX	EXPED		

Business Rules and Design Notes for SWIFT CURRENT 06325:
Designed Departure: 4900 Feet, 3500 tons

At MOOSE JAW 06300 ,from headend of train 198

Train Arr Local Time:0200	DOW: S,M,T,W,T,F,S				Train Dep Local Time:0650	DOW: S,M,T,W,T,F,S			Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
					COQUITLA MINNEAPOLIS IMS	04865EX	EXPED		
					VANCOIMS MINNEAPOLIS IMS	04865EX	EXPED		
					CALG IMS MINNEAPOLIS IMS	04865EX	EXPED		
					CALG IMS BENSENVILLE IMS	04541EX	EXPED		
					VANCOIMS BENSENVILLE IMS	04541EX	EXPED		
					COQUITLA BENSENVILLE IMS	04541EX	EXPED		

Business Rules and Design Notes for MOOSE JAW 06300:
1000 mile inspection.

At HARVEY 04973 ,from headend of train 198

Train Arr Local Time:2155	DOW: S,M,T,W,T,F,S				Train Dep Local Time:0040	DOW: S,M,T,W,T,F,S			Block
Inbound Block		Road	Blk	BSwp	Outbound Block		Road	Blk BSwp	DOW
Origin Destination		BlkName	Type	To Event	Origin Destination		BlkName	Type From	Notes
					COQUITLA	MINNEAPOLIS IMS	04865EX	EXPED	
					VANCOIMS	MINNEAPOLIS IMS	04865EX	EXPED	
					CALG IMS	MINNEAPOLIS IMS	04865EX	EXPED	
					CALG IMS	BENSENVILLE IMS	04541EX	EXPED	
					VANCOIMS	BENSENVILLE IMS	04541EX	EXPED	
					COQUITLA	BENSENVILLE IMS	04541EX	EXPED	

Business Rules and Design Notes for HARVEY 04973:
1000 mile inspection.
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PPS Inspection.

At GLENWOOD 04930 ,from headend of train 198

Train Arr Local Time:1100	DOW: S,M,T,W,T,F,S				Train Dep Local Time:1300	DOW: S,M,T,W,T,F,S			Block
Inbound Block		Road	Blk	BSwp	Outbound Block		Road	Blk BSwp	DOW
Origin Destination		BlkName	Type	To Event	Origin Destination		BlkName	Type From	Notes
					COQUITLA	MINNEAPOLIS IMS	04865EX	EXPED	
					VANCOIMS	MINNEAPOLIS IMS	04865EX	EXPED	
					CALG IMS	MINNEAPOLIS IMS	04865EX	EXPED	
				Lift	BELLE PL	BENSENVILLE	04540PO	POTSH 498	
				Lift	BREDENBU	BENSENVILLE	04540PO	POTSH * 1	
				Lift	NORCO	BENSENVILLE	04540PO	POTSH * 2	
				Lift	VADE	BENSENVILLE	04540PO	POTSH * 3	
				Lift	FLAXTON	BENSENVILLE	04540GD	GDOM * 4	
				Lift	KENMARE	BENSENVILLE	04540GD	GDOM * 5	
				Lift	HANKINSO	BENSENVILLE	04540GR	GRAIN * 6	
				Lift	GLENWOOD	BENSENVILLE	04540GR	GRAIN	
				Lift	T R FALL	BENSENVILLE	04540GR	GRAIN * 7	
					CALG IMS	BENSENVILLE IMS	04541EX	EXPED	
					VANCOIMS	BENSENVILLE IMS	04541EX	EXPED	
					COQUITLA	BENSENVILLE IMS	04541EX	EXPED	

Business Rules and Design Notes for GLENWOOD 04930:
Designed Departure: 7500 Feet, 8500 tons

Block Swap Notes:
* 1 swaps from 290 :490 :
* 2 swaps from 290 :490 :
* 3 swaps from 290 :490 :
* 4 swaps from
* 5 swaps from
* 6 swaps from
* 7 swaps from 290 :490 :

At MINNEAPOLIS IMS 04865 ,from headend of train 198

Train Arr Local Time:1800	DOW: S,M,T,W,T,F,S				Train Dep Local Time:1845	DOW: S,M,T,W,T,F,S			Block
Inbound Block		Road	Blk	BSwp	Outbound Block		Road	Blk BSwp	DOW
Origin Destination		BlkName	Type	To Event	Origin Destination		BlkName	Type From	Notes
COQUITLA	MINNEAPOLIS IMS	04865EX	EXPED	S/Off					
VANCOIMS	MINNEAPOLIS IMS	04865EX	EXPED	S/Off					
CALG IMS	MINNEAPOLIS IMS	04865EX	EXPED	S/Off					
					BELLE PL	BENSENVILLE	04540PO	POTSH	
					BREDENBU	BENSENVILLE	04540PO	POTSH	
					NORCO	BENSENVILLE	04540PO	POTSH	
					VADE	BENSENVILLE	04540PO	POTSH	
					FLAXTON	BENSENVILLE	04540GD	GDOM	
					KENMARE	BENSENVILLE	04540GD	GDOM	
					HANKINSO	BENSENVILLE	04540GR	GRAIN	
					GLENWOOD	BENSENVILLE	04540GR	GRAIN	
					T R FALL	BENSENVILLE	04540GR	GRAIN	
					CALG IMS	BENSENVILLE IMS	04541EX	EXPED	
					VANCOIMS	BENSENVILLE IMS	04541EX	EXPED	
					COQUITLA	BENSENVILLE IMS	04541EX	EXPED	

Business Rules and Design Notes for MINNEAPOLIS IMS 04865:
Designed Departure: 6500 Feet, 7400 tons

At BENSENVILLE 04540 ,from headend of train 198

Train Arr Local Time:0935		DOW: S,M,T,W,T,F,S					Train Dep Local Time:		DOW:			Block
Inbound Block		Road	Blk	BSwp			Outbound Block		Road	Blk	BSwp	DOW
Origin	Destination	BlkName	Type	To	Event		Origin	Destination	BlkName	Type	From	Notes
BELLE PL	BENSENVILLE	04540PO	POTSH		S/Off							
BREDENBU	BENSENVILLE	04540PO	POTSH		S/Off							
NORCO	BENSENVILLE	04540PO	POTSH		S/Off							
VADE	BENSENVILLE	04540PO	POTSH		S/Off							
FLAXTON	BENSENVILLE	04540GD	GDOM		S/Off							
KENMARE	BENSENVILLE	04540GD	GDOM		S/Off							
HANKINSO	BENSENVILLE	04540GR	GRAIN		S/Off							
GLENWOOD	BENSENVILLE	04540GR	GRAIN		S/Off							
T R FALL	BENSENVILLE	04540GR	GRAIN		S/Off							
CALG IMS	BENSENVILLE IMS	04541EX	EXPED	GY11	S/Off							
VANCOIMS	BENSENVILLE IMS	04541EX	EXPED	GY11	S/Off							
COQUITLA	BENSENVILLE IMS	04541EX	EXPED	GY11	S/Off							

Condensed Block to Train Activity

Train:198
Ver :1

*PUx = Pickup Blockswap
*SOx = Setoff Blockswap

Ord	Blk Orig	Blk Dest	Blk Name	C O Q U I T L A	C A L G I M S	S W I F T	G L E	M P L S	B E N	MRail OCT07 Traf. File Est Feet
1	COQUITLA	MPLS IMS	04865EX		>>>	>>>	>>>	SO		211
2	COQUITLA	SWIFT CU	06325EX		>>>	SO				408
3	VANCOIMS	SWIFT CU	06325EX	PUx	>>>	SO				450
4	VANCOIMS	MPLS IMS	04865EX	PUx	>>>	>>>	>>>	SO		139
5	WHARFIMS	VAUGHAN	03409EX	PUx	SO					1116
6	CALG IMS	MPLS IMS	04865EX			>>>	>>>	SO		805
7	BELLE PL	BENSENVI	04540PO				PUx	>>>	SO	11
8	BREDENBU	BENSENVI	04540PO				PUx	>>>	SO	1142
9	NORCO	BENSENVI	04540PO				PUx	>>>	SO	70
10	VADE	BENSENVI	04540PO				PUx	>>>	SO	4
11	FLAXTON	BENSENVI	04540GD				PUx	>>>	SO	
12	KENMARE	BENSENVI	04540GD				PUx	>>>	SO	
13	HANKINSO	BENSENVI	04540GR				PUx	>>>	SO	
14	GLENWOOD	BENSENVI	04540GR					>>>	SO	94
15	T R FALL	BENSENVI	04540GR				PUx	>>>	SO	93
16	CALG IMS	BEN IMS	04541EX			>>>	>>>	>>>	[redacted]	1041
17	VANCOIMS	BEN IMS	04541EX	PUx	>>>	>>>	>>>	>>>	[redacted]	590
18	COQUITLA	BEN IMS	04541EX		>>>	>>>	>>>	>>>	[redacted]	2021

		Blks PU	7	2	0	9	0	0
		Blks SO	0	1	2	0	3	12
		Blks Thr	0	6	6	6	12	0
		Blks Dep	7	8	6	15	12	0
FSOP	Max *	Feet K	6.5	7.5	7.5	7.5	8.5	8.5
Design		Tons K	5.0	4.4	3.5	8.5	7.4	7.4
Design		Feet K	6.4	5.7	4.9	7.5	6.5	6.5
OCT07	Average	Cars	49	54	42	66	50	0
OCT07	Average	Tons K	4.0	4.1	3.2	6.4	5.3	0.0
OCT07	Average	Feet K	4.9	5.7	4.8	6.2	5.1	0.0

Created: 16:29:06 9/6/2007 Scenario:M:\FALL_BIOP_2007\

Train Design
Integrated Operating Plan
Train: 199 Version:1
B'ville - Coquitlam

Operates : __ Mo __ __ __ __ __ Scheduled
Effective (MM/DD/YYYY): 9/10/2007
Expires (MM/DD/YYYY): 3/30/2008

	Total	Stn	Sub	Albrta	BC Int	Chicag	Non CP	Saskwn	StPaul	Vancvr
Transit (HHH:MM):	095:30	017:30	078:00	020:04	013:15	014:01	005:53	010:06	026:45	005:26
Av.Speed (MPH):	22.0		28.0	22.8	19.2	28.5	24.9	27.4	21.0	17.0
Distance (Miles):	2190.0			458.0	254.1	400.0	146.3	277.2	562.2	92.2
Crew Starts :	15			2	2	2	1	2	5	1
Work Locations :	7			2	0	2	0	0	1	2

Train Objectives

Objective: Train operates ex Bensenville to Coquitlam, handling IMS traffic for Calgary and the West Coast, as well as Vancouver finished autos.

Business Rules: Protect maximum 1000 feet of finished autos

Power Design

Power: 2 AC44's F-R. Power cycles from Train 198. Power cycles to Train 102.

Condensed Schedule for Train 199 Version 1

ARRIVE Clock HHMM	TZ	D	Elapse HHMM	DOW SMTWTFS	Station/Location	SA	Stn Time HHMM	DEPART Clock HHMM	TZ	D	Elapse HHMM	DOW SMTWTFS	F	W	C	I	L	D	MAX Length	Projected Typical Length	Tons	Run - Next HHMM	Miles
					BENSENVILLE	CH	0000	0300	CT	0	00000	NYNNNNN	F	W	C		L		8500	6500*	4887*	0115	26.3
0415	CT	0	00115	NYNNNNN	RONDOUT	CH	0000	0415	CT	0	00115	NYNNNNN							8500	6500	4887	0120	53.4
0535	CT	0	00235	NYNNNNN	MILWAUKEE	CH	0130	0705	CT	0	00405	NYNNNNN		W					8500	6500*	5505*	0045	16.2
0750	CT	0	00450	NYNNNNN	DUPLAINVILLE	CH	0000	0750	CT	0	00450	NYNNNNN							8500	6500	5505	0140	76.1
0930	CT	0	00630	NYNNNNN	PORTAGE	CH	0045	1015	CT	0	00715	NYNNNNN			C				8500	6500	5505	0110	43.0
1125	CT	0	00825	NYNNNNN	NEW LISBON	CH	0000	1125	CT	0	00825	NYNNNNN							8500	6500	5505	0035	22.6
1200	CT	0	00900	NYNNNNN	TUNNEL CITY	CH	0000	1200	CT	0	00900	NYNNNNN							8500	6500	5505	0055	37.4
1255	CT	0	00955	NYNNNNN	LA CROSSE	CH	0000	1255	CT	0	00955	NYNNNNN							8500	6500	5505	0030	6.8
1325	CT	0	01025	NYNNNNN	RIVER JCT WEST	CH	0000	1325	CT	0	01025	NYNNNNN							8500	6500	5505	0340	119.3
1705	CT	0	01405	NYNNNNN	ST PAUL	SP	0030	1735	CT	0	01435	NYNNNNN			C				8500	6500	5505	0045	13.3
1820	CT	0	01520	NYNNNNN	MINNEAPOLIS IMS	SP	0045	1905	CT	0	01605	NYNNNNN		W					7500	7500*	5656*	0020	3.2
1925	CT	0	01625	NYNNNNN	MINNEAPOLIS HUMB	SP	0000	1925	CT	0	01625	NYNNNNN							7500	7500	5656	0420	115.8
2345	CT	0	02045	NYNNNNN	GLENWOOD	SP	0115	0100	CT	1	02200	NNYNNNN			C				7500	7500	5656	0430	136.9
0530	CT	1	02630	NNYNNNN	ENDERLIN	SP	0045	0615	CT	1	02715	NNYNNNN			C				7500	7500	5656	0450	139.2
1105	CT	1	03205	NNYNNNN	HARVEY	SP	0045	1150	CT	1	03250	NNYNNNN			C	I			7500	7500	5656	0555	153.7
1745	CT	1	03845	NNYNNNN	PORTAL	SP	0200	1845	ST	1	04045	NNYNNNN			C				6600	7500	5656	0005	.1
1850	ST	1	04050	NNYNNNN	NORTH PORTAL	SK	0000	1850	ST	1	04050	NNYNNNN						D	6600	7500	5656	0455	165.1
2345	ST	1	04545	NNYNNNN	MOOSE JAW	SK	0115	0100	ST	2	04700	NNNYNNN	F		C		L		7000	7500	5656	0320	110.4
0420	ST	2	05020	NNNYNNN	SWIFT CURRENT	SK	0030	0450	MT	2	05050	NNNYNNN			C				7500	7500	5656	0410	147.4
0900	MT	2	05500	NNNYNNN	MEDICINE HAT	AB	0035	0935	MT	2	05535	NNNYNNN			C				7500	7500	5656	0305	97.6
1240	MT	2	05840	NNNYNNN	BASSANO	AB	0045	1325	MT	2	05925	NNNYNNN		W					7500	7500	5656	0225	68.0
1550	MT	2	06150	NNNYNNN	CALGARY IMS	AB	0130	1720	MT	2	06320	NNNYNNN		W		I			7500	7500	5656	0015	7.7
1735	MT	2	06335	NNNYNNN	ALYTH	AB	0130	1905	MT	2	06505	NNNYNNN			C				7000	6000*	4500*	0555	139.1
0100	MT	3	07100	NNNNYNN	FIELD	BC	0030	0030	PT	3	07130	NNNNYNN			C				7000	6000	4500	0615	125.7
0645	PT	3	07745	NNNNYNN	REVELSTOKE	BC	0040	0725	PT	3	07825	NNNNYNN			C				7000	6000	4500	0550	128.5
1315	PT	3	08415	NNNNYNN	KAMLOOPS	VA	0035	1350	PT	3	08450	NNNNYNN			C				7000	6000	4500	0500	123.3
1850	PT	3	08950	NNNNYNN	BOSTON BAR	FN	0040	1930	PT	3	09030	NNNNYNN			C				7000	6000	4500	0405	109.7
2335	PT	3	09435	NNNNYNN	VANCOUVER IMS	VA	0045	0020	PT	4	09520	NNNNNYN		W					7000	6000	4500	0010	4.5
0030	PT	4	09530	NNNNNYN	COQUITLAM	VA								W					7000	6000	4500		

Fuel F D Customs
Work W L Locomotive Svc
Crew C I Perishable Insp

Lift and Setout Activity

At BENSENVILLE 04540 ,from headend of train 199

Train Arr Local Time:	DOW:					Train Dep Local Time:0300	DOW: ,M, , , , , ,			Block
Inbound Block	Road	Blk	BSwp			Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event		Origin Destination	BlkName	Type	From	Notes
				Lift		BENSENVI NEW WESTMINSTER	09720FA	FAUTO		
				Lift		BEN IMS CENTERM WHARF IMS	09713EX	EXPED	* 1	
				Lift		BEN IMS VANTERM WHARF IMS	09706EX	EXPED	* 2	
				Lift		BEN IMS DELTAPORT IMS	09702EX	EXPED	* 3	
				Lift		BEN IMS VANCOUVER IMS	09714EX	EXPED	* 4	
				Lift		BEN IMS CALGARY IMS	08204EX	EXPED	* 5	

Business Rules and Design Notes for BENSENVILLE 04540:
Designed Departure: 6500 Feet, 4887 tons

Block Swap Notes:
* 1 swaps from GY11:GY22:
* 2 swaps from GY11:GY22:
* 3 swaps from GY11:GY22:
* 4 swaps from GY11:GY22:GY22:
* 5 swaps from GY11:GY22:

At MILWAUKEE 04760 ,from headend of train 199

Train Arr Local Time:0535	DOW: ,M, , , , , ,					Train Dep Local Time:0705	DOW: ,M, , , , , ,			Block
Inbound Block	Road	Blk	BSwp			Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event		Origin Destination	BlkName	Type	From	Notes
				Lift		MILWIMS COQUITLAM	09684EX	EXPED	G62	
				[redacted]		BENSENVI NEW WESTMINSTER	09720FA	FAUTO		
				[redacted]		BEN IMS CENTERM WHARF IMS	09713EX	EXPED		
				[redacted]		BEN IMS VANTERM WHARF IMS	09706EX	EXPED		
				[redacted]		BEN IMS DELTAPORT IMS	09702EX	EXPED		
				[redacted]		BEN IMS VANCOUVER IMS	09714EX	EXPED		
				[redacted]		BEN IMS CALGARY IMS	08204EX	EXPED		

Business Rules and Design Notes for MILWAUKEE 04760:
Designed Departure: 6500 Feet, 5505 tons

At MINNEAPOLIS IMS 04865 ,from headend of train 199

Train Arr Local Time:1820	DOW: ,M, , , , , ,					Train Dep Local Time:1905	DOW: ,M, , , , , ,			Block
Inbound Block	Road	Blk	BSwp			Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event		Origin Destination	BlkName	Type	From	Notes
				[redacted]		MILWIMS COQUITLAM	09684EX	EXPED		
				[redacted]		BENSENVI NEW WESTMINSTER	09720FA	FAUTO		
				[redacted]		BEN IMS CENTERM WHARF IMS	09713EX	EXPED		
				[redacted]		BEN IMS VANTERM WHARF IMS	09706EX	EXPED		
				[redacted]		BEN IMS DELTAPORT IMS	09702EX	EXPED		
				[redacted]		BEN IMS VANCOUVER IMS	09714EX	EXPED		
				[redacted]		BEN IMS CALGARY IMS	08204EX	EXPED		
				Lift		MPLS IMS CALGARY IMS	08204EX	EXPED		
				Lift		MPLS IMS VANCOUVER IMS	09714EX	EXPED		
				Lift		MPLS IMS DELTAPORT IMS	09702EX	EXPED		
				Lift		MPLS IMS CENTERM WHARF IMS	09713EX	EXPED		
				Lift		MPLS IMS VANTERM WHARF IMS	09706EX	EXPED		

Business Rules and Design Notes for MINNEAPOLIS IMS 04865:
Designed Departure: 7500 Feet, 5656 tons

At BASSANO 07396 ,from headend of train 199

Train Arr Local Time:1240	DOW: , , ,W, , , ,					Train Dep Local Time:1325	DOW: , , ,W, , , ,			Block
Inbound Block	Road	Blk	BSwp			Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event		Origin Destination	BlkName	Type	From	Notes
				[redacted]		MILWIMS COQUITLAM	09684EX	EXPED		
				Lift		ALYTH NEW WESTMINSTER	09720EA	EAUTO	570	
				[redacted]		BENSENVI NEW WESTMINSTER	09720FA	FAUTO		
				[redacted]		BEN IMS CENTERM WHARF IMS	09713EX	EXPED		
				[redacted]		BEN IMS VANTERM WHARF IMS	09706EX	EXPED		
				[redacted]		BEN IMS DELTAPORT IMS	09702EX	EXPED		
				[redacted]		BEN IMS VANCOUVER IMS	09714EX	EXPED		
				[redacted]		BEN IMS CALGARY IMS	08204EX	EXPED		

					[redacted]	MPLS	IMS	CALGARY IMS	08204EX	EXPED	
						MPLS	IMS	VANCOUVER IMS	09714EX	EXPED	
						MPLS	IMS	DELTAPORT IMS	09702EX	EXPED	
						MPLS	IMS	CENTERM WHARF IMS	09713EX	EXPED	
						MPLS	IMS	VANTERM WHARF IMS	09706EX	EXPED	

At CALGARY IMS 08204 ,from headend of train 199

Train Arr Local Time:1550		DOW: , , ,W, , , ,				Train Dep Local Time:1720		DOW: , , ,W, , , ,			Block
Inbound Block		Road	Blk	BSwp		Outbound Block		Road	Blk	BSwp	DOW
Origin	Destination	BlkName	Type	To	Event	Origin	Destination	BlkName	Type	From	Notes
					[redacted]	MILWIMS	COQUITLAM	09684EX	EXPED		
						ALYTH	NEW WESTMINSTER	09720EA	EAUTO		
						BENSENVI	NEW WESTMINSTER	09720FA	FAUTO		
						BEN IMS	CENTERM WHARF IMS	09713EX	EXPED		
						BEN IMS	VANTERM WHARF IMS	09706EX	EXPED		
						BEN IMS	DELTAPORT IMS	09702EX	EXPED		
						BEN IMS	VANCOUVER IMS	09714EX	EXPED		
BEN IMS	CALGARY IMS	08204EX	EXPED		S/Off						
MPLS IMS	CALGARY IMS	08204EX	EXPED		S/Off						
					[redacted]	WINN IMS	VANCOUVER IMS	09714EX	EXPED	* 1	
						REGINA I	COQUITLAM	09684EX	EXPED	* 2	
						WINN IMS	DELTAPORT IMS	09702EX	EXPED	* 3	
						CALG IMS	DELTAPORT IMS	09702EX	EXPED		
						WINN IMS	VANTERM WHARF IMS	09706EX	EXPED	* 4	
						WINN IMS	CENTERM WHARF IMS	09713EX	EXPED	* 5	
						MPLS IMS	VANCOUVER IMS	09714EX	EXPED		
						MPLS IMS	DELTAPORT IMS	09702EX	EXPED		
						MPLS IMS	CENTERM WHARF IMS	09713EX	EXPED		
						MPLS IMS	VANTERM WHARF IMS	09706EX	EXPED		

Business Rules and Design Notes for CALGARY IMS 08204:

Block Swap Notes:
* 1 swaps from 211 :213 :
* 2 swaps from 211 :213 :
* 3 swaps from 211 :213 :
* 4 swaps from 211 :213 :
* 5 swaps from 211 :213 :

At VANCOUVER IMS 09714 ,from headend of train 199

Train Arr Local Time:2335		DOW: , , , ,T, , ,				Train Dep Local Time:0020		DOW: , , , , ,F, ,			Block
Inbound Block		Road	Blk	BSwp		Outbound Block		Road	Blk	BSwp	DOW
Origin	Destination	BlkName	Type	To	Event	Origin	Destination	BlkName	Type	From	Notes
					[redacted]	MILWIMS	COQUITLAM	09684EX	EXPED		
						ALYTH	NEW WESTMINSTER	09720EA	EAUTO		
						BENSENVI	NEW WESTMINSTER	09720FA	FAUTO		
						BEN IMS	CENTERM WHARF IMS	09713EX	EXPED		
						BEN IMS	VANTERM WHARF IMS	09706EX	EXPED		
						BEN IMS	DELTAPORT IMS	09702EX	EXPED		
BEN IMS	VANCOUVER IMS	09714EX	EXPED		S/Off						
WINN IMS	VANCOUVER IMS	09714EX	EXPED		S/Off						
					[redacted]	REGINA I	COQUITLAM	09684EX	EXPED		
						WINN IMS	DELTAPORT IMS	09702EX	EXPED		
						CALG IMS	DELTAPORT IMS	09702EX	EXPED		
						WINN IMS	VANTERM WHARF IMS	09706EX	EXPED		
						WINN IMS	CENTERM WHARF IMS	09713EX	EXPED		
						MPLS IMS	VANCOUVER IMS	09714EX	EXPED		
						MPLS IMS	DELTAPORT IMS	09702EX	EXPED		
						MPLS IMS	CENTERM WHARF IMS	09713EX	EXPED		
						MPLS IMS	VANTERM WHARF IMS	09706EX	EXPED		

At COQUITLAM 09684 ,from headend of train 199

Train Arr Local Time:0030		DOW: , , , , ,F, ,				Train Dep Local Time:		DOW:			Block
Inbound Block		Road	Blk	BSwp		Outbound Block		Road	Blk	BSwp	DOW
Origin	Destination	BlkName	Type	To	Event	Origin	Destination	BlkName	Type	From	Notes
MILWIMS	COQUITLAM	09684EX	EXPED		S/Off						
ALYTH	NEW WESTMINSTER	09720EA	EAUTO	* 1	S/Off						
BENSENVI	NEW WESTMINSTER	09720FA	FAUTO	* 2	S/Off						
BEN IMS	CENTERM WHARF IMS	09713EX	EXPED	* 3	S/Off						
BEN IMS	VANTERM WHARF IMS	09706EX	EXPED	* 4	S/Off						
BEN IMS	DELTAPORT IMS	09702EX	EXPED	V71	S/Off						
REGINA I	COQUITLAM	09684EX	EXPED		S/Off						
WINN IMS	DELTAPORT IMS	09702EX	EXPED	* 5	S/Off						
CALG IMS	DELTAPORT IMS	09702EX	EXPED	V71	S/Off						

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WINN IMS VANTERM WHARF IMS   09706EX EXPED    * 6|
WINN IMS CENTERM WHARF IMS   09713EX EXPED    * 7|
MPLS IMS VANCOUVER IMS       09714EX EXPED    * 8|
MPLS IMS DELTAPORT IMS       09702EX EXPED    V71|
MPLS IMS CENTERM WHARF IMS   09713EX EXPED    * 9|
MPLS IMS VANTERM WHARF IMS   09706EX EXPED    *10|
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Business Rules and Design Notes for COQUITLAM 09684:

Block Swap Notes:

```
* 1 swaps to V52 :V58 :
* 2 swaps to V52 :V54 :V56 :V58 :
* 3 swaps to V31 :V35 :V39 :
* 4 swaps to V31 :V35 :V39 :
* 5 swaps to V71 :V71 :
* 6 swaps to V31 :V35 :V39 :
* 7 swaps to V31 :V35 :V39 :
* 8 swaps to VC06:VC14:VC22:
* 9 swaps to V31 :V35 :V39 :
*10 swaps to V31 :V35 :V39 :
```

Condensed Block to Train Activity

Train:199
Ver :1

*PUx = Pickup Blockswap
*SOx = Setoff Blockswap

Ord	Blk Orig	Blk Dest	Blk Name	BIV	MIE	MPS	BAS	CAG	VAN	CQU	MRail OCT07 Traf. File Est Feet
1	MILWIMS	COQUITLA	09684EX		PU	>>>	>>>	>>>	>>>	SO	102
2	ALYTH	NEW WEST	09720EA				PU	>>>	>>>		1274
3	BENSENVI	NEW WEST	09720FA	PU	>>>	>>>	>>>	>>>	>>>		893
4	BEN IMS	CENTERMI	09713EX		>>>	>>>	>>>	>>>	>>>		79
5	BEN IMS	WHARFIMS	09706EX		>>>	>>>	>>>	>>>	>>>		159
6	BEN IMS	DELTAIMS	09702EX		>>>	>>>	>>>	>>>	>>>		141
7	BEN IMS	VANCOIMS	09714EX		>>>	>>>	>>>	>>>	SO		1242
8	BEN IMS	CALG IMS	08204EX		>>>	>>>	>>>	SO			462
9	MPLS IMS	CALG IMS	08204EX			PU	>>>	SO			110
10	WINN IMS	VANCOIMS	09714EX						SO		77
11	REGINA I	COQUITLA	09684EX						>>>	SO	441
12	WINN IMS	DELTAIMS	09702EX						>>>		74
13	CALG IMS	DELTAIMS	09702EX						>>>		241
14	WINN IMS	WHARFIMS	09706EX						>>>		75
15	WINN IMS	CENTERMI	09713EX						>>>		162
16	MPLS IMS	VANCOIMS	09714EX			PU	>>>	>>>	>>>		328
17	MPLS IMS	DELTAIMS	09702EX			PU	>>>	>>>	>>>		51
18	MPLS IMS	CENTERMI	09713EX			PU	>>>	>>>	>>>		24
19	MPLS IMS	WHARFIMS	09706EX			PU	>>>	>>>	>>>		44

			BIV	MIE	MPS	BAS	CAG	VAN	CQU	
		Blks PU	6	1	5	1	6	0	0	
		Blks SO	0	0	0	0	2	2	15	
		Blks Thr	0	6	7	12	11	15	0	
		Blks Dep	6	7	12	13	17	15	0	
FSOP	Max *	Feet K	8.5	8.5	7.5	7.5	7.5	7.0	7.0	
Design		Tons K	4.9	5.5	5.7	5.7	5.7	4.5	4.5	
Design		Feet K	6.5	6.5	7.5	7.5	7.5	6.0	6.0	
OCT07	Average	Cars	37	44	54	67	70	61	0	
OCT07	Average	Tons K	2.8	3.5	4.4	5.1	5.5	4.8	0.0	
OCT07	Average	Feet K	3.0	3.1	3.6	4.9	5.4	4.1	0.0	

Created: 16:29:08 9/6/2007 Scenario:M:\FALL_BIOP_2007\

Train Design
Integrated Operating Plan
Train: 199 Version:8
B'ville - Coquitlam

Operates : Su __ Tu We Th Fr Sa Scheduled

Effective (MM/DD/YYYY): 9/10/2007
Expires (MM/DD/YYYY): 3/30/2008

	Total	Stn	Sub	Albrta	BC Int	Chicag	Non CP	Saskwn	StPaul	Vancvr
Transit (HHH:MM):	095:25	017:20	078:05	019:54	013:15	014:01	005:53	010:06	026:45	005:31
Av.Speed (MPH):	22.0		28.0	23.0	19.2	28.5	24.9	27.4	21.0	16.7
Distance (Miles):	2190.0			458.0	254.1	400.0	146.3	277.2	562.2	92.2
Crew Starts :	15			2	2	2	1	2	5	1
Work Locations :	7			2	0	2	0	0	1	2

Train Objectives

Objective: Train operates ex Bensenville to Coquitlam, handling IMS traffic for Calgary and the West Coast, as well as Vancouver finished autos.

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Business Rules: Protect maximum 1000 feet of finished autos.

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Power Design

Power: 3 AC44's F-R-R. Power cycles from Train 198. Power cycles to Train 102.

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Condensed Schedule for Train 199 Version 8

ARRIVE Clock HHMM	TZ	D	Elapse HHMM	DOW SMTWTFS	Station/Location	SA	Stn Time DEPART Clock HHMM	TZ	D	Elapse HHMM	DOW SMTWTFS	F	W	C	I	L	D	MAX Length	Projected Typical Length	Tons	Run - Next HHMM	Miles
					BENSENVILLE	CH	0000	0300	CT	0	00000 YNYYYYY	F	W	C		L		8500	6500*	4887*	0115	26.3
0415	CT	0	00115	YNYYYYY	RONDOUT	CH	0000	0415	CT	0	00115 YNYYYYY							8500	6500	4887	0120	53.4
0535	CT	0	00235	YNYYYYY	MILWAUKEE	CH	0130	0705	CT	0	00405 YNYYYYY		W					8500	6500*	5505*	0045	16.2
0750	CT	0	00450	YNYYYYY	DUPLAINVILLE	CH	0000	0750	CT	0	00450 YNYYYYY							8500	6500	5505	0140	76.1
0930	CT	0	00630	YNYYYYY	PORTAGE	CH	0045	1015	CT	0	00715 YNYYYYY			C				8500	6500	5505	0110	43.0
1125	CT	0	00825	YNYYYYY	NEW LISBON	CH	0000	1125	CT	0	00825 YNYYYYY							8500	6500	5505	0035	22.6
1200	CT	0	00900	YNYYYYY	TUNNEL CITY	CH	0000	1200	CT	0	00900 YNYYYYY							8500	6500	5505	0055	37.4
1255	CT	0	00955	YNYYYYY	LA CROSSE	CH	0000	1255	CT	0	00955 YNYYYYY							8500	6500	5505	0035	6.8
1330	CT	0	01030	YNYYYYY	RIVER JCT WEST	CH	0000	1330	CT	0	01030 YNYYYYY							8500	6500	5505	0335	119.3
1705	CT	0	01405	YNYYYYY	ST PAUL	SP	0030	1735	CT	0	01435 YNYYYYY			C				8500	6500	5505	0045	13.3
1820	CT	0	01520	YNYYYYY	MINNEAPOLIS IMS	SP	0045	1905	CT	0	01605 YNYYYYY		W					7500	7500*	5656*	0020	3.2
1925	CT	0	01625	YNYYYYY	MINNEAPOLIS HUMB	SP	0000	1925	CT	0	01625 YNYYYYY							7500	7500	5656	0420	115.8
2345	CT	0	02045	YNYYYYY	GLENWOOD	SP	0115	0100	CT	1	02200 YYNYYYY			C				7500	7500	5656	0435	136.9
0535	CT	1	02635	YYNYYYY	ENDERLIN	SP	0045	0620	CT	1	02720 YYNYYYY			C				7500	7500	5656	0445	139.2
1105	CT	1	03205	YYNYYYY	HARVEY	SP	0045	1150	CT	1	03250 YYNYYYY			C	I			7500	7500	5656	0555	153.7
1745	CT	1	03845	YYNYYYY	PORTAL	SP	0200	1845	ST	1	04045 YYNYYYY			C				6600	7500	5656	0005	.1
1850	ST	1	04050	YYNYYYY	NORTH PORTAL	SK	0000	1850	ST	1	04050 YYNYYYY						D	6600	7500	5656	0455	165.1
2345	ST	1	04545	YYNYYYY	MOOSE JAW	SK	0115	0100	ST	2	04700 YYYNYYY	F		C		L		7000	7500	5656	0320	110.4
0420	ST	2	05020	YYYNYYY	SWIFT CURRENT	SK	0030	0450	MT	2	05050 YYYNYYY			C				7500	7500	5656	0410	147.4
0900	MT	2	05500	YYYNYYY	MEDICINE HAT	AB	0035	0935	MT	2	05535 YYYNYYY			C				7500	7500	5656	0305	97.6
1240	MT	2	05840	YYYNYYY	BASSANO	AB	0045	1325	MT	2	05925 YYYNYYY		W					7500	7500	5656	0225	68.0
1550	MT	2	06150	YYYNYYY	CALGARY IMS	AB	0150	1740	MT	2	06340 YYYNYYY		W		I			7500	7500	5656	0015	7.7
1755	MT	2	06355	YYYNYYY	ALYTH	AB	0100	1855	MT	2	06455 YYYNYYY			C				7000	6000*	4500*	0555	139.1
0050	MT	3	07050	YYYYNYY	FIELD	BC	0030	0020	PT	3	07120 YYYYNYY			C				7000	6000	4500	0620	125.7
0640	PT	3	07740	YYYYNYY	REVELSTOKE	BC	0040	0720	PT	3	07820 YYYYNYY			C				7000	6000	4500	0545	128.5
1305	PT	3	08405	YYYYNYY	KAMLOOPS	VA	0035	1340	PT	3	08440 YYYYNYY			C				7000	6000	4500	0500	123.3
1840	PT	3	08940	YYYYNYY	BOSTON BAR	FN	0040	1920	PT	3	09020 YYYYNYY			C				7000	6000	4500	0405	109.7
2325	PT	3	09425	YYYYNYY	VANCOUVER IMS	VA	0045	0010	PT	4	09510 YYYYYNY		W					7000	6000	4500	0015	4.5
0025	PT	4	09525	YYYYYNY	COQUITLAM	VA							W					7000	6000	4500		

Fuel F D Customs
Work W L Locomotive Svc
Crew C I Perishable Insp

Lift and Setout Activity

At BENSENVILLE 04540 ,from headend of train 199

Train Arr Local Time:		DOW:				Train Dep Local Time:0300		DOW: S, ,T,W,T,F,S			Block
Inbound Block		Road	Blk	BSwp		Outbound Block		Road	Blk	BSwp	DOW
Origin	Destination	BlkName	Type	To	Event	Origin	Destination	BlkName	Type	From	Notes
						BENSENVI	NEW WESTMINSTER	09720FA	FAUTO		
						BEN IMS	CENTERM WHARF IMS	09713EX	EXPED	* 1	
						BEN IMS	VANTERM WHARF IMS	09706EX	EXPED	* 2	
						BEN IMS	DELTAPORT IMS	09702EX	EXPED	* 3	
						BEN IMS	VANCOUVER IMS	09714EX	EXPED	* 4	
						BEN IMS	CALGARY IMS	08204EX	EXPED	* 5	

Business Rules and Design Notes for BENSENVILLE 04540:
Designed Departure: 6500 Feet, 4887 tons

Block Swap Notes:
* 1 swaps from GY11:GY22:
* 2 swaps from GY11:GY22:
* 3 swaps from GY11:GY22:
* 4 swaps from GY11:GY22:GY22:
* 5 swaps from GY11:GY22:

At MILWAUKEE 04760 ,from headend of train 199

Train Arr Local Time:0535		DOW: S, ,T,W,T,F,S				Train Dep Local Time:0705		DOW: S, ,T,W,T,F,S			Block
Inbound Block		Road	Blk	BSwp		Outbound Block		Road	Blk	BSwp	DOW
Origin	Destination	BlkName	Type	To	Event	Origin	Destination	BlkName	Type	From	Notes
						MILWIMS	COQUITLAM	09684EX	EXPED	G62	
						BENSENVI	NEW WESTMINSTER	09720FA	FAUTO		
						BEN IMS	CENTERM WHARF IMS	09713EX	EXPED		
						BEN IMS	VANTERM WHARF IMS	09706EX	EXPED		
						BEN IMS	DELTAPORT IMS	09702EX	EXPED		
						BEN IMS	VANCOUVER IMS	09714EX	EXPED		
						BEN IMS	CALGARY IMS	08204EX	EXPED		

Business Rules and Design Notes for MILWAUKEE 04760:
Designed Departure: 6500 Feet, 5505 tons

At MINNEAPOLIS IMS 04865 ,from headend of train 199

Train Arr Local Time:1820		DOW: S, ,T,W,T,F,S				Train Dep Local Time:1905		DOW: S, ,T,W,T,F,S			Block
Inbound Block		Road	Blk	BSwp		Outbound Block		Road	Blk	BSwp	DOW
Origin	Destination	BlkName	Type	To	Event	Origin	Destination	BlkName	Type	From	Notes
						MILWIMS	COQUITLAM	09684EX	EXPED		
						BENSENVI	NEW WESTMINSTER	09720FA	FAUTO		
						BEN IMS	CENTERM WHARF IMS	09713EX	EXPED		
						BEN IMS	VANTERM WHARF IMS	09706EX	EXPED		
						BEN IMS	DELTAPORT IMS	09702EX	EXPED		
						BEN IMS	VANCOUVER IMS	09714EX	EXPED		
						BEN IMS	CALGARY IMS	08204EX	EXPED		
						MPLS IMS	CALGARY IMS	08204EX	EXPED		
						MPLS IMS	VANCOUVER IMS	09714EX	EXPED		
						MPLS IMS	DELTAPORT IMS	09702EX	EXPED		
						MPLS IMS	CENTERM WHARF IMS	09713EX	EXPED		
						MPLS IMS	VANTERM WHARF IMS	09706EX	EXPED		

Business Rules and Design Notes for MINNEAPOLIS IMS 04865:
Designed Departure: 7500 Feet, 5656 tons

At BASSANO 07396 ,from headend of train 199

Train Arr Local Time:1240		DOW: S,M,T, ,T,F,S				Train Dep Local Time:1325		DOW: S,M,T, ,T,F,S			Block
Inbound Block		Road	Blk	BSwp		Outbound Block		Road	Blk	BSwp	DOW
Origin	Destination	BlkName	Type	To	Event	Origin	Destination	BlkName	Type	From	Notes
						MILWIMS	COQUITLAM	09684EX	EXPED		
						ALYTH	NEW WESTMINSTER	09720EA	EAUTO	570	
						BENSENVI	NEW WESTMINSTER	09720FA	FAUTO		
						BEN IMS	CENTERM WHARF IMS	09713EX	EXPED		
						BEN IMS	VANTERM WHARF IMS	09706EX	EXPED		
						BEN IMS	DELTAPORT IMS	09702EX	EXPED		
						BEN IMS	VANCOUVER IMS	09714EX	EXPED		
						BEN IMS	CALGARY IMS	08204EX	EXPED		

[redacted]	MPLS IMS CALGARY IMS	08204EX EXPED	
[redacted]	MPLS IMS VANCOUVER IMS	09714EX EXPED	
[redacted]	MPLS IMS DELTAPORT IMS	09702EX EXPED	
[redacted]	MPLS IMS CENTERM WHARF IMS	09713EX EXPED	
[redacted]	MPLS IMS VANTERM WHARF IMS	09706EX EXPED	

At CALGARY IMS 08204 ,from headend of train 199

Train Arr Local Time:1550 DOW: S,M,T, ,T,F,S					Train Dep Local Time:1740 DOW: S,M,T, ,T,F,S				Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
				[redacted]	MILWIMS COQUITLAM	09684EX	EXPED		
				[redacted]	ALYTH NEW WESTMINSTER	09720EA	EAUTO		
				[redacted]	BENSENVI NEW WESTMINSTER	09720FA	FAUTO		
				[redacted]	BEN IMS CENTERM WHARF IMS	09713EX	EXPED		
				[redacted]	BEN IMS VANTERM WHARF IMS	09706EX	EXPED		
				[redacted]	BEN IMS DELTAPORT IMS	09702EX	EXPED		
				[redacted]	BEN IMS VANCOUVER IMS	09714EX	EXPED		
BEN IMS CALGARY IMS	08204EX	EXPED		S/Off					
MPLS IMS CALGARY IMS	08204EX	EXPED		S/Off					
				Lift	WINN IMS VANCOUVER IMS	09714EX	EXPED	* 1	
				Lift	REGINA I COQUITLAM	09684EX	EXPED	* 2	
				Lift	WINN IMS DELTAPORT IMS	09702EX	EXPED	* 3	
				Lift	CALG IMS DELTAPORT IMS	09702EX	EXPED		
				Lift	WINN IMS CENTERM WHARF IMS	09713EX	EXPED	* 4	
				Lift	WINN IMS VANTERM WHARF IMS	09706EX	EXPED	* 5	
				[redacted]	MPLS IMS VANCOUVER IMS	09714EX	EXPED		
				[redacted]	MPLS IMS DELTAPORT IMS	09702EX	EXPED		
				[redacted]	MPLS IMS CENTERM WHARF IMS	09713EX	EXPED		
				[redacted]	MPLS IMS VANTERM WHARF IMS	09706EX	EXPED		

Business Rules and Design Notes for CALGARY IMS 08204:

Block Swap Notes:
* 1 swaps from 211 :213 :
* 2 swaps from 211 :213 :
* 3 swaps from 211 :213 :
* 4 swaps from 211 :213 :
* 5 swaps from 211 :213 :

At VANCOUVER IMS 09714 ,from headend of train 199

Train Arr Local Time:2325 DOW: S,M,T,W, ,F,S					Train Dep Local Time:0010 DOW: S,M,T,W,T, ,S				Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
				[redacted]	MILWIMS COQUITLAM	09684EX	EXPED		
				[redacted]	ALYTH NEW WESTMINSTER	09720EA	EAUTO		
				[redacted]	BENSENVI NEW WESTMINSTER	09720FA	FAUTO		
				[redacted]	BEN IMS CENTERM WHARF IMS	09713EX	EXPED		
				[redacted]	BEN IMS VANTERM WHARF IMS	09706EX	EXPED		
				[redacted]	BEN IMS DELTAPORT IMS	09702EX	EXPED		
BEN IMS VANCOUVER IMS	09714EX	EXPED		S/Off					
WINN IMS VANCOUVER IMS	09714EX	EXPED		S/Off					
				[redacted]	REGINA I COQUITLAM	09684EX	EXPED		
				[redacted]	WINN IMS DELTAPORT IMS	09702EX	EXPED		
				[redacted]	CALG IMS DELTAPORT IMS	09702EX	EXPED		
				[redacted]	WINN IMS CENTERM WHARF IMS	09713EX	EXPED		
				[redacted]	WINN IMS VANTERM WHARF IMS	09706EX	EXPED		
				[redacted]	MPLS IMS VANCOUVER IMS	09714EX	EXPED		
				[redacted]	MPLS IMS DELTAPORT IMS	09702EX	EXPED		
				[redacted]	MPLS IMS CENTERM WHARF IMS	09713EX	EXPED		
				[redacted]	MPLS IMS VANTERM WHARF IMS	09706EX	EXPED		

At COQUITLAM 09684 ,from headend of train 199

Train Arr Local Time:0025 DOW: S,M,T,W,T, ,S					Train Dep Local Time: DOW:				Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
MILWIMS COQUITLAM	09684EX	EXPED		S/Off					
ALYTH NEW WESTMINSTER	09720EA	EAUTO	* 1	S/Off					
BENSENVI NEW WESTMINSTER	09720FA	FAUTO	* 2	S/Off					
BEN IMS CENTERM WHARF IMS	09713EX	EXPED	* 3	S/Off					
BEN IMS VANTERM WHARF IMS	09706EX	EXPED	* 4	S/Off					
BEN IMS DELTAPORT IMS	09702EX	EXPED	V71	S/Off					
REGINA I COQUITLAM	09684EX	EXPED		S/Off					
WINN IMS DELTAPORT IMS	09702EX	EXPED	* 5	S/Off					
CALG IMS DELTAPORT IMS	09702EX	EXPED	V71	S/Off					

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WINN IMS CENTERM WHARF IMS   09713EX EXPED    * 6|S/Off|
WINN IMS VANTERM WHARF IMS   09706EX EXPED    * 7|S/Off|
MPLS IMS VANCOUVER IMS       09714EX EXPED    * 8|S/Off|
MPLS IMS DELTAPORT IMS       09702EX EXPED    V71|S/Off|
MPLS IMS CENTERM WHARF IMS   09713EX EXPED    * 9|S/Off|
MPLS IMS VANTERM WHARF IMS   09706EX EXPED    *10|S/Off|
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Business Rules and Design Notes for COQUITLAM 09684:

Block Swap Notes:

```
* 1 swaps to V52 :V58 :
* 2 swaps to V52 :V54 :V56 :V58 :
* 3 swaps to V31 :V35 :V39 :
* 4 swaps to V31 :V35 :V39 :
* 5 swaps to V71 :V71 :
* 6 swaps to V31 :V35 :V39 :
* 7 swaps to V31 :V35 :V39 :
* 8 swaps to VC06:VC14:VC22:
* 9 swaps to V31 :V35 :V39 :
*10 swaps to V31 :V35 :V39 :
```

Condensed Block to Train Activity

Train:199
Ver :8

*PUx = Pickup Blockswap
*SOx = Setoff Blockswap

Ord	Blk Orig	Blk Dest	Blk Name	B E N S V I	M I L W A U K	M I L P L S M	B A S S A N O	C A L G A R I	V A N C O U M	C O Q U I T L A	MRail OCT07 Traf. File Est Feet
1	MILWIMS	COQUITLA	09684EX		PUx	>>>	>>>	>>>	>>>	SO	102
2	ALYTH	NEW WEST	09720EA				PUx	>>>	>>>		1274
3	BENSENVI	NEW WEST	09720FA		>>>	>>>	>>>	>>>	>>>		893
4	BEN IMS	CENTERMI	09713EX	PUx	>>>	>>>	>>>	>>>	>>>		79
5	BEN IMS	WHARFIMS	09706EX	PUx	>>>	>>>	>>>	>>>	>>>		159
6	BEN IMS	DELTAIMS	09702EX	PUx	>>>	>>>	>>>	>>>	>>>		141
7	BEN IMS	VANCOIMS	09714EX	PUx	>>>	>>>	>>>	>>>	SO		1242
8	BEN IMS	CALG IMS	08204EX	PUx	>>>	>>>	>>>	SO			462
9	MPLS IMS	CALG IMS	08204EX				>>>	SO			110
10	WINN IMS	VANCOIMS	09714EX					PUx	SO		77
11	REGINA I	COQUITLA	09684EX					PUx	>>>	SO	441
12	WINN IMS	DELTAIMS	09702EX					PUx	>>>		74
13	CALG IMS	DELTAIMS	09702EX						>>>		241
14	WINN IMS	CENTERMI	09713EX					PUx	>>>		162
15	WINN IMS	WHARFIMS	09706EX					PUx	>>>		75
16	MPLS IMS	VANCOIMS	09714EX				>>>	>>>	>>>		328
17	MPLS IMS	DELTAIMS	09702EX				>>>	>>>	>>>		51
18	MPLS IMS	CENTERMI	09713EX				>>>	>>>	>>>		24
19	MPLS IMS	WHARFIMS	09706EX				>>>	>>>	>>>		44

		Blks PU	6	1	5	1	6	0	0
		Blks SO	0	0	0	0	2	2	15
		Blks Thr	0	6	7	12	11	15	0
		Blks Dep	6	7	12	13	17	15	0
FSOP	Max *	Feet K	8.5	8.5	7.5	7.5	7.5	7.0	7.0
Design		Tons K	4.9	5.5	5.7	5.7	5.7	4.5	4.5
Design		Feet K	6.5	6.5	7.5	7.5	7.5	6.0	6.0
OCT07	Average	Cars	37	44	54	67	70	61	0
OCT07	Average	Tons K	2.8	3.5	4.4	5.1	5.5	4.8	0.0
OCT07	Average	Feet K	3.0	3.1	3.6	4.9	5.4	4.1	0.0

Created: 16:29:09 9/6/2007 Scenario:M:\FALL_BIOP_2007\

Train Design
Integrated Operating Plan
Train: 284 Version:7
St Paul - Bensenville

Operates : Su Mo Tu We Th Fr Sa Scheduled

Effective (MM/DD/YYYY): 9/10/2007
Expires (MM/DD/YYYY): 3/30/2008

	Total	Stn	Sub	Chicag	Non CP	StPaul
Transit (HHH:MM):	018:45	004:00	014:45	018:37	000:04	000:04
Av.Speed (MPH):	21.0		27.0	21.4	15.0	13.4
Distance (Miles):	401.0			399.1	1.0	.9
Crew Starts :	2			1	0	1
Work Locations :	4			3	0	1

Train Objectives

Objective: Train operates daily ex St Paul to Bensenville, handling manifest traffic to Milwaukee, Hawthorn and Bensenville. Also handles Bensenville potash.

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Anchor Blocks: Manifest & potash.

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Power Design

Power: 2 AC44's F-R / 2 SD60 F-R / 1 GP38 F . Power cycles from Trains 290/185. Power cycles to Train 185.

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Repositions 1 GP38.

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Condensed Schedule for Train 284 Version 7

ARRIVE Clock HHMM	TZ	D	Elapse HHHMM	DOW SMTWTFS	Station/Location	SA	Stn Time HHMM	DEPART Clock HHMM	TZ	D	Elapse HHHMM	DOW SMTWTFS	F	W	C	I	L	D	MAX Length	Projected Typical Length	Tons	Run - Next HHMM	Miles
					ST PAUL	SP	0000	2345	CT	0	00000	YYYYYYY	F	W	C				8500	5500*	9500*	0025	8.4
0010	CT	1	00025	YYYYYYY	COTTAGE GROVE	CH	0045	0055	CT	1	00110	YYYYYYY		W					8500	7200*	10900*	0020	6.8
0115	CT	1	00130	YYYYYYY	ST CROIX JUNCTIO	CH	0000	0115	CT	1	00130	YYYYYYY							8500	7200	10900	0335	107.3
0450	CT	1	00505	YYYYYYY	RIVER JCT	CH	0000	0450	CT	1	00505	YYYYYYY							8500	7200	10900	0350	106.7
0840	CT	1	00855	YYYYYYY	PORTAGE	CH	0045	0925	CT	1	00940	YYYYYYY			C				8500	7200	10900	0240	92.2
1205	CT	1	01220	YYYYYYY	MILWAUKEE	CH	0230	1435	CT	1	01450	YYYYYYY		W			L		8500	7200	10900	0355	79.7
1830	CT	1	01845	YYYYYYY	BENSENVILLE	CH								W					8500	7200	10900		

Fuel Work Crew — F W C I L D — Customs Locomotive Perishable Svc Insp

Lift and Setout Activity

At ST PAUL 04850 ,from headend of train 284

Train Arr Local Time:		DOW:				Train Dep Local Time:2345		DOW: S,M,T,W,T,F,S			Block
Inbound Block		Road	Blk	BSwp		Outbound Block		Road	Blk	BSwp	DOW
Origin	Destination	BlkName	Type	To	Event	Origin	Destination	BlkName	Type	From	Notes
					Lift	ST PAUL	HAWTHORNE	0046'/MA	MANIF		
					Lift	DRAKE	MILWAUKEE	04760GD	GDOM	496	
					Lift	KENMARE	MILWAUKEE	04760GD	GDOM	496	
					Lift	T R FALL	MILWAUKEE	04760GR	GRAIN	* 1	
					Lift	ST PAUL	MILWAUKEE	04760MA	MANIF		
					Lift	ST PAUL	BENSENVILLE	04540MA	MANIF		

Business Rules and Design Notes for ST PAUL 04850:
Designed Departure: 5500 Feet, 9500 tons

Block Swap Notes:
* 1 swaps from 290 :490 :

At COTTAGE GROVE 04848 ,from headend of train 284

Train Arr Local Time:0010		DOW: S,M,T,W,T,F,S				Train Dep Local Time:0055		DOW: S,M,T,W,T,F,S			Block
Inbound Block		Road	Blk	BSwp		Outbound Block		Road	Blk	BSwp	DOW
Origin	Destination	BlkName	Type	To	Event	Origin	Destination	BlkName	Type	From	Notes
					[redacted]	ST PAUL	HAWTHORNE	0046'/MA	MANIF		
					[redacted]	DRAKE	MILWAUKEE	04760GD	GDOM		
					[redacted]	KENMARE	MILWAUKEE	04760GD	GDOM		
					[redacted]	T R FALL	MILWAUKEE	04760GR	GRAIN		
					[redacted]	ST PAUL	MILWAUKEE	04760MA	MANIF		
					[redacted]	ST PAUL	BENSENVILLE	04540MA	MANIF		
					Lift	COTTAGE	BENSENVILLE	04540EA	EAUTO		
					Lift	COTTAGE	TORONTO YARD	03173EA	EAUTO		

Business Rules and Design Notes for COTTAGE GROVE 04848:
Designed Departure: 7200 Feet, 10900 tons

At MILWAUKEE 04760 ,from headend of train 284

Train Arr Local Time:1205		DOW: S,M,T,W,T,F,S				Train Dep Local Time:1435		DOW: S,M,T,W,T,F,S			Block
Inbound Block		Road	Blk	BSwp		Outbound Block		Road	Blk	BSwp	DOW
Origin	Destination	BlkName	Type	To	Event	Origin	Destination	BlkName	Type	From	Notes
					[redacted]	ST PAUL	HAWTHORNE	0046'/MA	MANIF		
DRAKE	MILWAUKEE	04760GD	GDOM		S/Off						
KENMARE	MILWAUKEE	04760GD	GDOM		S/Off						
T R FALL	MILWAUKEE	04760GR	GRAIN		S/Off						
ST PAUL	MILWAUKEE	04760MA	MANIF		S/Off						
					Lift	MILWAUKE	BENSENVILLE	04540MA	MANIF		
					[redacted]	ST PAUL	BENSENVILLE	04540MA	MANIF		
					[redacted]	COTTAGE	BENSENVILLE	04540EA	EAUTO		
					[redacted]	COTTAGE	TORONTO YARD	03173EA	EAUTO		

At BENSENVILLE 04540 ,from headend of train 284

Train Arr Local Time:1830		DOW: S,M,T,W,T,F,S				Train Dep Local Time:		DOW:			Block
Inbound Block		Road	Blk	BSwp		Outbound Block		Road	Blk	BSwp	DOW
Origin	Destination	BlkName	Type	To	Event	Origin	Destination	BlkName	Type	From	Notes
ST PAUL	HAWTHORNE	0046'/MA	MANIF	G44	S/Off						
MILWAUKE	BENSENVILLE	04540MA	MANIF		S/Off						
ST PAUL	BENSENVILLE	04540MA	MANIF		S/Off						
COTTAGE	BENSENVILLE	04540EA	EAUTO		S/Off						
COTTAGE	TORONTO YARD	03173EA	EAUTO	742	S/Off						

Condensed Block to Train Activity

Train:284
Ver :7

*PUx = Pickup Blockswap
*SOx = Setoff Blockswap

Ord	Blk Orig	Blk Dest	Blk Name	STAPLU	CTOTAG	MINLEA	BENVI	MRail OCT07 Traf. File Est Feet
1	ST PAUL	HAWTHORN	00467MA	[redacted]	>>>	>>>	[redacted]	900
2	DRAKE	MILWAUKE	04760GD	[redacted]	>>>	SO		3
3	KENMARE	MILWAUKE	04760GD	[redacted]	>>>	SO		35
4	T R FALL	MILWAUKE	04760GR	[redacted]	>>>	SO		187
5	ST PAUL	MILWAUKE	04760MA	[redacted]	>>>	SO		1851
6	MILWAUKE	BENSENVI	04540MA			[redacted]	SO	2075
7	ST PAUL	BENSENVI	04540MA	[redacted]	>>>	>>>	SO	4019
8	COTTAGE	BENSENVI	04540EA		[redacted]	>>>	SO	2397
9	COTTAGE	TORONTO	03173EA		[redacted]	>>>	[redacted]	64

			STAPLU	CTOTAG	MINLEA	BENVI
		Blks PU	6	2	1	0
		Blks SO	0	0	4	5
		Blks Thr	0	6	4	0
		Blks Dep	6	8	5	0
FSOP	Max *	Feet K	8.5	8.5	8.5	8.5
Design		Tons K	9.5	***	***	***
Design		Feet K	5.5	7.2	7.2	7.2
OCT07	Average	Cars	115	141	141	0
OCT07	Average	Tons K	***	***	***	0.0
OCT07	Average	Feet K	7.0	9.5	9.5	0.0

Created: 16:30:05 9/6/2007 Scenario:M:\FALL_BIOP_2007\

Train Design
Integrated Operating Plan
Train: 286 Version:7
St Paul - Clearing

Operates : Su Mo Tu We Th Fr Sa Scheduled

Effective (MM/DD/YYYY): 9/10/2007
Expires (MM/DD/YYYY): 3/30/2008

	Total	Stn	Sub	Chicag	Non CP	StPaul
Transit (HHH:MM):	019:30	003:00	016:30	018:28	000:58	000:04
Av.Speed (MPH):	21.0		25.0	22.3	7.9	13.4
Distance (Miles):	419.0			411.1	7.6	.9
Crew Starts :	3			2	0	1
Work Locations :	3			2	0	1

Train Objectives

Objective: Operates daily ex St Paul to BRC Clearing handling manifest traffic.
.
Anchor Blocks: BRC Clearing manifest.
.

Power Design

Power: 2 AC44's F-R. Power cycles from Train 496. Power cycles to Train 497.
.

Condensed Schedule for Train 286 Version 7

ARRIVE Clock HHMM	TZ	D	Elapse HHHMM	DOW SMTWTFS	Station/Location	SA	Stn Time HHMM	DEPART Clock HHMM	TZ	D	Elapse HHHMM	DOW SMTWTFS	F	W	C	I	L	D	MAX Length	Projected Typical Length	Tons	Run - Next HHMM	Miles
					ST PAUL	SP	0000	1430	CT	0	00000	YYYYYYY	F	W	C	I			8000	6300*	9500*	0045	15.2
1515	CT	0	00045	YYYYYYY	ST CROIX JUNCTIO	CH	0000	1515	CT	0	00045	YYYYYYY							8000	6300	9500	0335	107.3
1850	CT	0	00420	YYYYYYY	RIVER JCT	CH	0000	1850	CT	0	00420	YYYYYYY							8000	6300	9500	0350	106.7
2240	CT	0	00810	YYYYYYY	PORTAGE	CH	0045	2325	CT	0	00855	YYYYYYY			C				8000	6300	9500	0240	92.2
0205	CT	1	01135	YYYYYYY	MILWAUKEE	CH	0130	0335	CT	1	01305	YYYYYYY		W	C				8000	7400*	11500*	0125	33.1
0500	CT	1	01430	YYYYYYY	TRUESDELL	CH	0000	0500	CT	1	01430	YYYYYYY							8000	7400	11500	0230	46.6
0730	CT	1	01700	YYYYYYY	BENSENVILLE	CH	0045	0815	CT	1	01745	YYYYYYY							8000	7400	11500	0025	9.1
0840	CT	1	01810	YYYYYYY	CRAGIN JUNCTION	CH	0000	0840	CT	1	01810	YYYYYYY							8000	7400	11500	0120	9.5
1000	CT	1	01930	YYYYYYY	CHICAGO CLEARING	CH								W					8000	7400	11500		

Fuel F D Customs
Work W L Locomotive Svc
Crew C I Perishable Insp

Lift and Setout Activity

At ST PAUL 04850 ,from headend of train 286

Train Arr Local Time:		DOW:				Train Dep Local Time:1430		DOW: S,M,T,W,T,F,S			Block
Inbound Block		Road	Blk	BSwp		Outbound Block		Road	Blk	BSwp	DOW
Origin	Destination	BlkName	Type	To	Event	Origin	Destination	BlkName	Type	From	Notes
					[redacted]	ALYTH	CHICAGO CLEARING	00498MA	MANIF	292	
						ST PAUL	CHICAGO CLEARING	00498MA	MANIF		
						FORD	CHICAGO CLEARING	0049841	41NS-BRC	* 1	

Business Rules and Design Notes for ST PAUL 04850:
Designed Departure: 6300 Feet, 9500 tons

Block Swap Notes:
* 1 swaps from H19 :H33 :

At MILWAUKEE 04760 ,from headend of train 286

Train Arr Local Time:0205		DOW: S,M,T,W,T,F,S				Train Dep Local Time:0335		DOW: S,M,T,W,T,F,S			Block
Inbound Block		Road	Blk	BSwp		Outbound Block		Road	Blk	BSwp	DOW
Origin	Destination	BlkName	Type	To	Event	Origin	Destination	BlkName	Type	From	Notes
					[redacted]	MILWAUKE	CHICAGO CLEARING	00498MA	MANIF		
						ALYTH	CHICAGO CLEARING	00498MA	MANIF		
						ST PAUL	CHICAGO CLEARING	00498MA	MANIF		
						FORD	CHICAGO CLEARING	0049841	41NS-BRC		

Business Rules and Design Notes for MILWAUKEE 04760:
Designed Departure: 7400 Feet, 11500 tons

At CHICAGO CLEARING 00498 ,from headend of train 286

Train Arr Local Time:1000		DOW: S,M,T,W,T,F,S				Train Dep Local Time:		DOW:			Block
Inbound Block		Road	Blk	BSwp		Outbound Block		Road	Blk	BSwp	DOW
Origin	Destination	BlkName	Type	To	Event	Origin	Destination	BlkName	Type	From	Notes
MILWAUKE	CHICAGO CLEARING	00498MA	MANIF		S/Off						
ALYTH	CHICAGO CLEARING	00498MA	MANIF		S/Off						
ST PAUL	CHICAGO CLEARING	00498MA	MANIF		S/Off						
FORD	CHICAGO CLEARING	0049841	41NS-BRC		S/Off						

Condensed Block to Train Activity

Ord	Blk Orig	Blk Dest	Blk Name	STAPLE	MILE	CAR TYPE	MRail OCT07 Traf. File Est Feet
	Train:286						
	Ver :7						
	*PUx = Pickup Blockswap			PAUL	WAIT	RAIL	
	*SOx = Setoff Blockswap			ALUT	UNIT		
				LOCK	KNIE	GRAIN	
1	MILWAUKE	CLEARING	00498MA			SO	336
2	ALYTH	CLEARING	00498MA	PUx	>>>	SO	2585
3	ST PAUL	CLEARING	00498MA		>>>	SO	2496
4	FORD	CLEARING	0049841	PUx	>>>	SO	
			Blks PU	3	1	0	
			Blks SO	0	0	4	
			Blks Thr	0	3	0	
			Blks Dep	3	4	0	
	FSOP	Max *	Feet K	8.0	8.0	8.0	
	Design		Tons K	9.5	***	***	
	Design		Feet K	6.3	7.4	7.4	
	OCT07	Average	Cars	79	85	0	
	OCT07	Average	Tons K	8.0	8.5	0.0	
	OCT07	Average	Feet K	5.1	5.4	0.0	

Created: 16:30:06 9/6/2007 Scenario:M:\FALL_BIOP_2007\

Project Design Canadian Pacific Railway - Ingenuity

Train Design
Integrated Operating Plan
Train: 287 Version:7
Bensenville - St Paul

Operates : Su Mo Tu We Th Fr Sa Scheduled

Effective (MM/DD/YYYY): 9/10/2007
Expires (MM/DD/YYYY): 3/30/2008

	Total	Stn	Sub	Chicag	Non CP	StPaul
Transit (HHH:MM):	018:00	003:00	015:00	017:55	000:05	000:00
Av.Speed (MPH):	22.0		26.0	22.3	12.0	0.0
Distance (Miles):	401.0			400.0	1.0	0.0
Crew Starts :	2			2	0	0
Work Locations :	4			3	0	1

Train Objectives

Objective: Train operates daily ex Bensenville to St Paul handling manifest traffic.
.
Anchor Blocks: Manifest.
.

Power Design

Power: 2 SD40's F-R. Power cycles from and to Train 486.
.

Condensed Schedule for Train 287 Version 7

ARRIVE Clock HHMM	TZ	D	Elapse HHHMM	DOW SMTWTFS	Station/Location	SA	Stn Time HHMM	DEPART Clock HHMM	TZ	D	Elapse HHHMM	DOW SMTWTFS	F	W	C	I	L	D	MAX Length	Projected Typical Length	Tons	Run - Next HHMM	Miles
					BENSENVILLE	CH	0000	0005	CT	0	00000	YYYYYYY	F	W	C				8500	4595*	4300*	0235	55.8
0240	CT	0	00235	YYYYYYY	STURTEVANT	CH	0000	0240	CT	0	00235	YYYYYYY							8500	4595	4300	0100	23.9
0340	CT	0	00335	YYYYYYY	MILWAUKEE	CH	0145	0525	CT	0	00520	YYYYYYY		W					8500	4595	4300	0235	92.2
0800	CT	0	00755	YYYYYYY	PORTAGE	CH	0045	0845	CT	0	00840	YYYYYYY			C				8500	5200*	5800*	0335	103.0
1220	CT	0	01215	YYYYYYY	LA CROSSE	CH	0030	1250	CT	0	01245	YYYYYYY		W					7200	5200	5800	0035	6.8
1325	CT	0	01320	YYYYYYY	RIVER JCT WEST	CH	0000	1325	CT	0	01320	YYYYYYY							7200	5200	5800	0350	104.2
1715	CT	0	01710	YYYYYYY	ST CROIX JUNCTIO	CH	0000	1715	CT	0	01710	YYYYYYY							7200	5200	5800	0025	6.8
1740	CT	0	01735	YYYYYYY	COTTAGE GROVE	CH	0000	1740	CT	0	01735	YYYYYYY							7200	5200	5800	0025	8.4
1805	CT	0	01800	YYYYYYY	ST PAUL	SP								W					7200	5200	5800		

Fuel F D Customs
Work W L Locomotive Svc
Crew C I Perishable Insp

Lift and Setout Activity

At BENSENVILLE 04540 ,from headend of train 287

Train Arr Local Time:	DOW:				Train Dep Local Time:0005	DOW: S,M,T,W,T,F,S			Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
				Lift	BENSENVI MILWAUKEE	04760MA	MANIF		
				Lift	BENSENVI GLENWOOD	04930MA	MANIF		
				Lift	BENSENVI GLENWOOD	04930EG	EGRAI		
				Lift	BENSENVI ST PAUL	04850MA	MANIF		

Business Rules and Design Notes for BENSENVILLE 04540:
Designed Departure: 4595 Feet, 4300 tons

At MILWAUKEE 04760 ,from headend of train 287

Train Arr Local Time:0340	DOW: S,M,T,W,T,F,S				Train Dep Local Time:0525	DOW: S,M,T,W,T,F,S			Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
BENSENVI MILWAUKEE	04760MA	MANIF		S/Off					
BENSENVI GLENWOOD	04930MA	MANIF	497	S/Off					
BENSENVI GLENWOOD	04930EG	EGRAI	497	S/Off					
				Lift	MILWAUKE LA CROSSE	04817MA	MANIF		
				Lift	MILWAUKE ST PAUL	04850MA	MANIF		
				[redacted]	BENSENVI ST PAUL	04850MA	MANIF		

At LA CROSSE 04817 ,from headend of train 287

Train Arr Local Time:1220	DOW: S,M,T,W,T,F,S				Train Dep Local Time:1250	DOW: S,M,T,W,T,F,S			Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
MILWAUKE LA CROSSE	04817MA	MANIF		S/Off					
				[redacted]	MILWAUKE ST PAUL	04850MA	MANIF		
				[redacted]	BENSENVI ST PAUL	04850MA	MANIF		

At ST PAUL 04850 ,from headend of train 287

Train Arr Local Time:1805	DOW: S,M,T,W,T,F,S				Train Dep Local Time:	DOW:			Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
MILWAUKE ST PAUL	04850MA	MANIF		S/Off					
BENSENVI ST PAUL	04850MA	MANIF		S/Off					

Condensed Block to Train Activity

Train:287 Ver :7 *PUx = Pickup Blockswap *SOx = Setoff Blockswap				B E N S E N V I	M I L W A U K E	L A C R O S S	S T P A U L	MRail OCT07 Traf. File Est Feet
Ord	Blk Orig	Blk Dest	Blk Name					
1	BENSENVI	MILWAUKE	04760MA	PU	SO			1313
2	BENSENVI	GLENWOOD	04930MA	PU				810
3	BENSENVI	GLENWOOD	04930EG	PU				409
4	MILWAUKE	LA CROSS	04817MA		PU	SO		290
5	MILWAUKE	ST PAUL	04850MA		PU	>>>	SO	1932
6	BENSENVI	ST PAUL	04850MA	PU	>>>	>>>	SO	4627
			Blks PU	4	2	0	0	
			Blks SO	0	3	1	2	
			Blks Thr	0	1	2	0	
			Blks Dep	4	3	2	0	
FSOP	Max *		Feet K	8.5	8.5	7.2	7.2	
Design			Tons K	4.3	4.3	5.8	5.8	
Design			Feet K	4.6	4.6	5.2	5.2	
OCT07	Average		Cars	116	108	104	0	
OCT07	Average		Tons K	7.2	6.8	6.4	0.0	
OCT07	Average		Feet K	7.2	6.9	6.6	0.0	

Created: 16:30:07 9/6/2007 Scenario:M:\FALL_BIOP_2007\

Train Design
Integrated Operating Plan
Train: 288 Version:7
St Paul - Calumet NS

Operates : Su __ Tu We Th Fr Sa Scheduled Effective (MM/DD/YYYY): 9/10/2007
Expires (MM/DD/YYYY): 3/30/2008

	Total	Stn	Sub	Chicag	Non CP	Manito	StPaul
Transit (HHH:MM):	020:05	002:45	017:20	018:14	001:47	000:00	000:04
Av.Speed (MPH):	21.0		24.0	22.5	9.8	0.0	13.4
Distance (Miles):	429.0			411.1	17.4	0.0	.9
Crew Starts :	2			1	0	0	1
Work Locations :	3			1	0	1	1

Train Objectives

Objective: Train operates ex St Paul to NS Calumet handling manifest and potash.
.
Anchor Block: NS Calumet manifest and potash.
.

Power Design

Power: 1 AC44. Power cycles from the pool. Power cycles to Train 493.
.

Condensed Schedule for Train 288 Version 7

ARRIVE Clock HHMM	TZ	D	Elapse HHMM	DOW SMTWTFS	Station/Location	Stn Time SA	DEPART Clock HHMM	TZ	D	Elapse HHMM	DOW SMTWTFS	F	W	C	I	L	D	MAX Length	Projected Typical Length	Tons	Run - Next HHMM	Miles
					ST PAUL	SP	0000	0300	CT	0	00000	YNYYYYY	F	W	C				8500	2500*	3850*	0025	8.4
0325	CT	0	00025	YNYYYYY	COTTAGE GROVE	CH	0000	0325	CT	0	00025	YNYYYYY							8500	2500	3850	0020	6.8
0345	CT	0	00045	YNYYYYY	ST CROIX JUNCTIO	CH	0000	0345	CT	0	00045	YNYYYYY							8500	2500	3850	0330	104.2
0715	CT	0	00415	YNYYYYY	RIVER JCT WEST	CH	0000	0715	CT	0	00415	YNYYYYY							8500	2500	3850	0355	109.8
1110	CT	0	00810	YNYYYYY	PORTAGE	CH	0045	1155	CT	0	00855	YNYYYYY			C				8500	2500	3850	0240	92.2
1435	CT	0	01135	YNYYYYY	MILWAUKEE	CH	0030	1505	CT	0	01205	YNYYYYY							8500	2500	3850	0220	53.4
1725	CT	0	01425	YNYYYYY	RONDOUT	CH	0000	1725	CT	0	01425	YNYYYYY							8500	2500	3850	0135	26.3
1900	CT	0	01600	YNYYYYY	BENSENVILLE	CH	0130	2030	CT	0	01730	YNYYYYY		W					8500	2500	3850	0020	6.8
2050	CT	0	01750	YNYYYYY	GALEWOOD	CH	0000	2050	CT	0	01750	YNYYYYY							8500	2500	3850	0005	1.7
2055	CT	0	01755	YNYYYYY	CRAGIN	CH	0000	2055	CT	0	01755	YNYYYYY							8500	2500	3850	0210	19.9
2305	CT	0	02005	YNYYYYY	CALUMET	MA								W					8500	2500	3850		

Fuel	F				D	Customs	
Work		W		L		Locomotive	Svc
Crew			C	I		Perishable	Insp

Lift and Setout Activity

At ST PAUL 04850 ,from headend of train 288

Train Arr Local Time:		DOW:				Train Dep Local Time:0300		DOW: S, ,T,W,T,F,S			Block
Inbound Block		Road	Blk	BSwp		Outbound Block		Road	Blk	BSwp	DOW
Origin	Destination	BlkName	Type	To	Event	Origin	Destination	BlkName	Type	From	Notes
						ST PAUL	HAWTHORNE	00467MA	MANIF		
						VADE	CALUMET	00295PO	POTSH	* 1	
						NORCO	CALUMET	00295PO	POTSH	* 2	
						BELLE PL	CALUMET	00295PO	POTSH	* 3	
						BREDENBU	CALUMET	00295PO	POTSH	* 4	
						ST PAUL	CALUMET	00295MA	MANIF		
						FORD	CALUMET	00295MA	MANIF	* 5	

Business Rules and Design Notes for ST PAUL 04850:
Designed Departure: 2500 Feet, 3850 tons

Block Swap Notes:
* 1 swaps from
* 2 swaps from 290 :490 :
* 3 swaps from
* 4 swaps from 290 :490 :
* 5 swaps from H19 :H33 :

At BENSENVILLE 04540 ,from headend of train 288

Train Arr Local Time:1900		DOW: S, ,T,W,T,F,S				Train Dep Local Time:2030		DOW: S, ,T,W,T,F,S			Block
Inbound Block		Road	Blk	BSwp		Outbound Block		Road	Blk	BSwp	DOW
Origin	Destination	BlkName	Type	To	Event	Origin	Destination	BlkName	Type	From	Notes
ST PAUL	HAWTHORNE	00467MA	MANIF	G44	S/Off						
						VADE	CALUMET	00295PO	POTSH		
						NORCO	CALUMET	00295PO	POTSH		
						BELLE PL	CALUMET	00295PO	POTSH		
						BREDENBU	CALUMET	00295PO	POTSH		
						ST PAUL	CALUMET	00295MA	MANIF		
						FORD	CALUMET	00295MA	MANIF		

At CALUMET 00295 ,from headend of train 288

Train Arr Local Time:2305		DOW: S, ,T,W,T,F,S				Train Dep Local Time:		DOW:			Block
Inbound Block		Road	Blk	BSwp		Outbound Block		Road	Blk	BSwp	DOW
Origin	Destination	BlkName	Type	To	Event	Origin	Destination	BlkName	Type	From	Notes
VADE	CALUMET	00295PO	POTSH		S/Off						
NORCO	CALUMET	00295PO	POTSH		S/Off						
BELLE PL	CALUMET	00295PO	POTSH		S/Off						
BREDENBU	CALUMET	00295PO	POTSH		S/Off						
ST PAUL	CALUMET	00295MA	MANIF		S/Off						
FORD	CALUMET	00295MA	MANIF		S/Off						

Condensed Block to Train Activity

Train:288			S	B	C	MRail
Ver :7			T	E	A	OCT07
				N	L	Traf.
*PUx = Pickup Blockswap			P	S	U	File
*SOx = Setoff Blockswap			A	E	M	
			U	N	E	
			L	V	T	Est
Ord	Blk Orig	Blk Dest	Blk Name	I		Feet
1	ST PAUL	HAWTHORN	00467MA		SOx	900
2	VADE	CALUMET	00295PO	PUx	>>> SO	
3	NORCO	CALUMET	00295PO	PUx	>>> SO	167
4	BELLE PL	CALUMET	00295PO	PUx	>>> SO	
5	BREDENBU	CALUMET	00295PO	PUx	>>> SO	373
6	ST PAUL	CALUMET	00295MA		>>> SO	1860
7	FORD	CALUMET	00295MA	PUx	>>> SO	1290

	Blks PU	7	0	0
	Blks SO	0	1	6
	Blks Thr	0	6	0
	Blks Dep	7	6	0
FSOP Max *	Feet K	8.5	8.5	8.5
Design	Tons K	3.8	3.8	3.8
Design	Feet K	2.5	2.5	2.5
OCT07 Average	Cars	66	53	0
OCT07 Average	Tons K	6.9	5.7	0.0
OCT07 Average	Feet K	4.6	3.7	0.0

Created: 16:30:08 9/6/2007 Scenario:M:\FALL_BIOP_2007\

Train Design
Integrated Operating Plan
Train: 290 Version:7
Winnipeg - St Paul

Operates : Su Mo Tu We Th Fr Sa Scheduled

Effective (MM/DD/YYYY): 9/10/2007
Expires (MM/DD/YYYY): 3/30/2008

	Total	Stn	Sub	Manito	StPaul
Transit (HHH:MM):	028:55	008:55	020:00	003:05	025:50
Av.Speed (MPH):	16.0		23.0	21.2	15.4
Distance (Miles):	463.0			65.3	398.5
Crew Starts :	4			1	3
Work Locations :	5			1	4

Train Objectives

Objective: Operates daily ex Winnipeg to St Paul via Emerson handling St Paul, Humboldt and Milwaukee manifest as well as US grain and potash.

Anchor Blocks: Potash traffic.

Power Design

Power: 2 ACs F-R. Power cycles from Train 291. Power cycles to Train 284.

Condensed Schedule for Train 290 Version 7

ARRIVE Clock HHMM	TZ	D	Elapse HHHMM	DOW SMTWTFS	Station/Location	SA	Stn Time DEPART Clock HHMM	TZ	D	Elapse HHHMM	DOW SMTWTFS	F	W	C	I	L	D	MAX Length	Projected Typical Length	Tons	Run - Next HHMM	Miles
					WINNIPEG	MA	0000	1600	CT	0	00000 YYYYYYY	F	W	C				7300	5100*	10900*	0025	10.5
1625	CT	0	00025	YYYYYYY	GRANDE POINTE	MA	0000	1625	CT	0	00025 YYYYYYY							7300	5100	10900	0030	11.7
1655	CT	0	00055	YYYYYYY	NIVERVILLE	MA	0000	1655	CT	0	00055 YYYYYYY							7300	5100	10900	0035	11.2
1730	CT	0	00130	YYYYYYY	CAREY	MA	0000	1730	CT	0	00130 YYYYYYY							7300	5100	10900	0040	13.7
1810	CT	0	00210	YYYYYYY	ARNAUD	MA	0000	1810	CT	0	00210 YYYYYYY							7300	5100	10900	0025	8.0
1835	CT	0	00235	YYYYYYY	DOMINION CITY	MA	0000	1835	CT	0	00235 YYYYYYY							7300	5100	10900	0020	6.7
1855	CT	0	00255	YYYYYYY	FREDENSTHAL	MA	0000	1855	CT	0	00255 YYYYYYY							7300	5100	10900	0010	3.2
1905	CT	0	00305	YYYYYYY	EMERSON	MA	0000	1905	CT	0	00305 YYYYYYY							7300	5100	10900	0000	.3
1905	CT	0	00305	YYYYYYY	NOYES	SP	0310	2215	CT	0	00615 YYYYYYY			C			D	7300	5100	10900	0115	31.4
2330	CT	0	00730	YYYYYYY	LAKE BRONSON	SP	0000	2330	CT	0	00730 YYYYYYY							7300	5100	10900	0030	13.0
0000	CT	1	00800	YYYYYYY	KARLSTAD	SP	0000	0000	CT	1	00800 YYYYYYY							7300	5100	10900	0010	6.8
0010	CT	1	00810	YYYYYYY	STRANDQUIST	SP	0000	0010	CT	1	00810 YYYYYYY							7300	5100	10900	0020	10.8
0030	CT	1	00830	YYYYYYY	NEWFOLDEN	SP	0000	0030	CT	1	00830 YYYYYYY							7300	5100	10900	0030	17.1
0100	CT	1	00900	YYYYYYY	THIEF RIVER FALL	SP	0215	0315	CT	1	01115 YYYYYYY		W	C				7300	5100	10900	0630	187.1
0945	CT	1	01745	YYYYYYY	GLENWOOD	SP	0245	1230	CT	1	02030 YYYYYYY		W	C		L		7300	5600*	9900*	0620	115.8
1850	CT	1	02650	YYYYYYY	MINNEAPOLIS HUMB	SP	0000	1850	CT	1	02650 YYYYYYY							7300	5600	9900	0025	3.2
1915	CT	1	02715	YYYYYYY	MPLS SHOREHAM	SP	0000	1915	CT	1	02715 YYYYYYY							7300	5600	9900	0000	0.0
1915	CT	1	02715	YYYYYYY	MINNEAPOLIS IMS	SP	0045	2000	CT	1	02800 YYYYYYY		W					7300	5600	9900	0000	0.0
2000	CT	1	02800	YYYYYYY	MPLS SHOREHAM	SP	0000	2000	CT	1	02800 YYYYYYY							7300	5600	9900	0055	13.3
2055	CT	1	02855	YYYYYYY	ST PAUL	SP							W					7300	5600	9900		

Fuel Work Crew — F W C I L D — Customs Locomotive Perishable Svc Insp

Lift and Setout Activity

At WINNIPEG 05200 ,from headend of train 290

Train Arr Local Time:	DOW:				Train Dep Local Time:1600	DOW: S,M,T,W,T,F,S			Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
				Lift	EDMONIMS MINNEAPOLIS IMS	04865EX	EXPED	104	
				Lift	WINN IMS MINNEAPOLIS IMS	04865EX	EXPED	* 1	
				Lift	NORCO MINNEAPOLIS HUMBOLD	04871PO	POTSH	454	
				Lift	NORCO MINNEAPOLIS HUMBOLD	04871PO	P1-POTAS	454	
				Lift	BREDENBU MINNEAPOLIS HUMBOLD	04871PO	POTSH	* 2	
				Lift	WINNIPEG MINNEAPOLIS HUMBOLD	04871MA	MANIF		
				Lift	WINNIPEG GLENWOOD	04930MA	MANIF		
				Lift	WINNIPEG CHICAGO CLEARING	00498MA	MANIF		
				Lift	VADE CHICAGO CLEARING	00498PO	POTSH	* 3	
				Lift	NORCO CHICAGO CLEARING	00498PO	POTSH	454	
				Lift	BREDENBU CHICAGO CLEARING	00498PO	POTSH	* 4	
				Lift	NORCO BENSENVILLE	04540PO	POTSH	454	
				Lift	BREDENBU BENSENVILLE	04540PO	POTSH	* 5	
				Lift	VADE BENSENVILLE	04540PO	POTSH	* 6	
				Lift	BREDENBU CALUMET	00295PO	POTSH	* 7	
				Lift	NORCO CALUMET	00295PO	POTSH	454	
				Lift	BREDENBU ST PAUL	04850PO	POTSH	* 8	
				Lift	BREDENBU ST PAUL	04850PO	P1-POTAS	* 9	
				Lift	NORCO ST PAUL	04850PO	POTSH	454	
				Lift	VADE ST PAUL	04850PO	POTSH	*10	
				Lift	WINNIPEG ST PAUL	04850MA	MANIF		

Business Rules and Design Notes for WINNIPEG 05200:
Designed Departure: 5100 Feet, 10900 tons

Block Swap Notes:
* 1 swaps from PG11:PG21:PG24:PG25:
* 2 swaps from 104 :452 :454 :
* 3 swaps from 104 :454 :
* 4 swaps from 104 :452 :
* 5 swaps from 104 :452 :
* 6 swaps from 104 :454 :
* 7 swaps from 104 :452 :454 :
* 8 swaps from 104 :452 :454 :
* 9 swaps from 104 :452 :
*10 swaps from 104 :454 :

At THIEF RIVER FALLS 04915 ,from headend of train 290

Train Arr Local Time:0100	DOW: S,M,T,W,T,F,S				Train Dep Local Time:0315	DOW: S,M,T,W,T,F,S			Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
				[illegible]	EDMONIMS MINNEAPOLIS IMS	04865EX	EXPED		
				[illegible]	WINN IMS MINNEAPOLIS IMS	04865EX	EXPED		
				Lift	T R FALL MILWAUKEE	04760GR	GRAIN		
				Lift	T R FALL ST PAUL	04850GR	GRAIN		
				Lift	T R FALL ST PAUL	04850MA	MANIF		
				Lift	T R FALL BENSENVILLE	04540GR	GRAIN		
				[illegible]	NORCO MINNEAPOLIS HUMBOLD	04871PO	POTSH		
				[illegible]	NORCO MINNEAPOLIS HUMBOLD	04871PO	P1-POTAS		
				[illegible]	BREDENBU MINNEAPOLIS HUMBOLD	04871PO	POTSH		
				[illegible]	WINNIPEG MINNEAPOLIS HUMBOLD	04871MA	MANIF		
				[illegible]	WINNIPEG GLENWOOD	04930MA	MANIF		
				[illegible]	WINNIPEG CHICAGO CLEARING	00498MA	MANIF		
				[illegible]	VADE CHICAGO CLEARING	00498PO	POTSH		
				[illegible]	NORCO CHICAGO CLEARING	00498PO	POTSH		
				[illegible]	BREDENBU CHICAGO CLEARING	00498PO	POTSH		
				[illegible]	NORCO BENSENVILLE	04540PO	POTSH		
				[illegible]	BREDENBU BENSENVILLE	04540PO	POTSH		
				[illegible]	VADE BENSENVILLE	04540PO	POTSH		
				[illegible]	BREDENBU CALUMET	00295PO	POTSH		
				[illegible]	NORCO CALUMET	00295PO	POTSH		
				[illegible]	BREDENBU ST PAUL	04850PO	POTSH		
				[illegible]	BREDENBU ST PAUL	04850PO	P1-POTAS		
				[illegible]	NORCO ST PAUL	04850PO	POTSH		
				[illegible]	VADE ST PAUL	04850PO	POTSH		
				[illegible]	WINNIPEG ST PAUL	04850MA	MANIF		

At GLENWOOD 04930 ,from headend of train 290

Train Arr Local Time:0945		DOW: S,M,T,W,T,F,S				Train Dep Local Time:1230		DOW: S,M,T,W,T,F,S			Block
Inbound Block		Road	Blk	BSwp		Outbound Block		Road	Blk	BSwp	DOW
Origin	Destination	BlkName	Type	To	Event	Origin	Destination	BlkName	Type	From	Notes
						EDMONIMS	MINNEAPOLIS IMS	04865EX	EXPED		
						WINN IMS	MINNEAPOLIS IMS	04865EX	EXPED		
						T R FALL	MILWAUKEE	04760GR	GRAIN		
						T R FALL	ST PAUL	04850GR	GRAIN		
						T R FALL	ST PAUL	04850MA	MANIF		
T R FALL	BENSENVILLE	04540GR	GRAIN	198	S/Off						
NORCO	MINNEAPOLIS HUMBOLD	04871PO	POTSH	490	S/Off						
NORCO	MINNEAPOLIS HUMBOLD	04871PO	P1-POTAS	490	S/Off						
BREDENBU	MINNEAPOLIS HUMBOLD	04871PO	POTSH	490	S/Off						
WINNIPEG	MINNEAPOLIS HUMBOLD	04871MA	MANIF	490	S/Off						
WINNIPEG	GLENWOOD	04930MA	MANIF		S/Off						
WINNIPEG	CHICAGO CLEARING	00498MA	MANIF	* 1	S/Off						
VADE	CHICAGO CLEARING	00498PO	POTSH	* 2	S/Off						
NORCO	CHICAGO CLEARING	00498PO	POTSH	* 3	S/Off						
BREDENBU	CHICAGO CLEARING	00498PO	POTSH	* 4	S/Off						
NORCO	BENSENVILLE	04540PO	POTSH	198	S/Off						
BREDENBU	BENSENVILLE	04540PO	POTSH	198	S/Off						
VADE	BENSENVILLE	04540PO	POTSH	198	S/Off						
						CARRINGT	ST PAUL	04850MA	MANIF	498	
						HARVEY	ST PAUL	04850MA	MANIF	498	
						MINOT	ST PAUL	04850MA	MANIF	498	
						LAMB WES	ST PAUL	04850MA	MANIF	298	
						MEDICINE	ST PAUL	04850MA	MANIF	298	
						ALYTH	ST PAUL	04850MA	MANIF	298	
						GLENWOOD	ST PAUL	04850MA	MANIF		
						GLENWOOD	ST PAUL	04850GR	GRAIN		
						MOOSE JA	ST PAUL	04850MA	MANIF	498	
						REGINA	ST PAUL	04850MA	MANIF	498	
						BREDENBU	CALUMET	00295PO	POTSH		
						NORCO	CALUMET	00295PO	POTSH		
						BREDENBU	ST PAUL	04850PO	POTSH		
						BREDENBU	ST PAUL	04850PO	P1-POTAS		
						NORCO	ST PAUL	04850PO	POTSH		
						VADE	ST PAUL	04850PO	POTSH		
						WINNIPEG	ST PAUL	04850MA	MANIF		

Business Rules and Design Notes for GLENWOOD 04930:
Designed Departure: 5600 Feet, 9900 tons

Block Swap Notes:
* 1 swaps to 298 :498 :
* 2 swaps to 298 :498 :
* 3 swaps to 298 :498 :
* 4 swaps to 298 :498 :

At MINNEAPOLIS IMS 04865 ,from headend of train 290

Train Arr Local Time:1915		DOW: S,M,T,W,T,F,S				Train Dep Local Time:2000		DOW: S,M,T,W,T,F,S			Block
Inbound Block		Road	Blk	BSwp		Outbound Block		Road	Blk	BSwp	DOW
Origin	Destination	BlkName	Type	To	Event	Origin	Destination	BlkName	Type	From	Notes
EDMONIMS	MINNEAPOLIS IMS	04865EX	EXPED		S/Off						
WINN IMS	MINNEAPOLIS IMS	04865EX	EXPED		S/Off						
						T R FALL	MILWAUKEE	04760GR	GRAIN		
						T R FALL	ST PAUL	04850GR	GRAIN		
						T R FALL	ST PAUL	04850MA	MANIF		
						CARRINGT	ST PAUL	04850MA	MANIF		
						HARVEY	ST PAUL	04850MA	MANIF		
						MINOT	ST PAUL	04850MA	MANIF		
						LAMB WES	ST PAUL	04850MA	MANIF		
						MEDICINE	ST PAUL	04850MA	MANIF		
						ALYTH	ST PAUL	04850MA	MANIF		
						GLENWOOD	ST PAUL	04850MA	MANIF		
						GLENWOOD	ST PAUL	04850GR	GRAIN		
						MOOSE JA	ST PAUL	04850MA	MANIF		
						REGINA	ST PAUL	04850MA	MANIF		
						BREDENBU	CALUMET	00295PO	POTSH		
						NORCO	CALUMET	00295PO	POTSH		
						BREDENBU	ST PAUL	04850PO	POTSH		
						BREDENBU	ST PAUL	04850PO	P1-POTAS		
						NORCO	ST PAUL	04850PO	POTSH		
						VADE	ST PAUL	04850PO	POTSH		
						WINNIPEG	ST PAUL	04850MA	MANIF		

At ST PAUL 04850 ,from headend of train 290

Train Arr Local Time:2055		DOW: S,M,T,W,T,F,S				Train Dep Local Time:		DOW:			Block
Inbound Block		Road	Blk	BSwp		Outbound Block		Road	Blk	BSwp	DOW
Origin	Destination	BlkName	Type	To	Event	Origin	Destination	BlkName	Type	From	Notes
T R FALL	MILWAUKEE	04760GR	GRAIN	* 1	S/Off						
T R FALL	ST PAUL	04850GR	GRAIN		S/Off						
T R FALL	ST PAUL	04850MA	MANIF		S/Off						
CARRINGT	ST PAUL	04850MA	MANIF		S/Off						
HARVEY	ST PAUL	04850MA	MANIF		S/Off						
MINOT	ST PAUL	04850MA	MANIF		S/Off						
LAMB WES	ST PAUL	04850MA	MANIF		S/Off						
MEDICINE	ST PAUL	04850MA	MANIF		S/Off						
ALYTH	ST PAUL	04850MA	MANIF		S/Off						
GLENWOOD	ST PAUL	04850MA	MANIF		S/Off						
GLENWOOD	ST PAUL	04850GR	GRAIN		S/Off						
MOOSE JA	ST PAUL	04850MA	MANIF		S/Off						
REGINA	ST PAUL	04850MA	MANIF		S/Off						
BREDENBU	CALUMET	00295PO	POTSH	288	S/Off						
NORCO	CALUMET	00295PO	POTSH	288	S/Off						
BREDENBU	ST PAUL	04850PO	POTSH		S/Off						
BREDENBU	ST PAUL	04850PO	P1-POTAS		S/Off						
NORCO	ST PAUL	04850PO	POTSH		S/Off						
VADE	ST PAUL	04850PO	POTSH		S/Off						
WINNIPEG	ST PAUL	04850MA	MANIF		S/Off						

Business Rules and Design Notes for ST PAUL 04850:

Block Swap Notes:
* 1 swaps to 284 :486 :

Condensed Block to Train Activity

Train:290
Ver :7

*PUx = Pickup Blockswap
*SOx = Setoff Blockswap

Ord	Blk Orig	Blk Dest	Blk Name	W I N P E G	T R A L L	G E N W O O D	M P I M S	S T A U L	MRail OCT07 Traf. File Est Feet
1	EDMONIMS	MPLS IMS	04865EX		>>>	>>>	SO		316
2	WINN IMS	MPLS IMS	04865EX		>>>	>>>	SO		222
3	T R FALL	MILWAUKE	04760GR			>>>	>>>		187
4	T R FALL	ST PAUL	04850GR			>>>	>>>	SO	233
5	T R FALL	ST PAUL	04850MA			>>>	>>>	SO	25
6	T R FALL	BENSENVI	04540GR						47
7	NORCO	HUMBOLDT	04871PO		>>>				12
8	NORCO	HUMBOLDT	04871PO		>>>				
9	BREDENBU	HUMBOLDT	04871PO		>>>				12
10	WINNIPEG	HUMBOLDT	04871MA		>>>				173
11	WINNIPEG	GLENWOOD	04930MA		>>>	SO			471
12	WINNIPEG	CLEARING	00498MA		>>>				813
13	VADE	CLEARING	00498PO		>>>				30
14	NORCO	CLEARING	00498PO		>>>				514
15	BREDENBU	CLEARING	00498PO		>>>				742
16	NORCO	BENSENVI	04540PO		>>>				35
17	BREDENBU	BENSENVI	04540PO		>>>				571
18	VADE	BENSENVI	04540PO		>>>				2
19	CARRINGT	ST PAUL	04850MA				>>>	SO	12
20	HARVEY	ST PAUL	04850MA				>>>	SO	50
21	MINOT	ST PAUL	04850MA				>>>	SO	186
22	LAMB WES	ST PAUL	04850MA				>>>	SO	58
23	MEDICINE	ST PAUL	04850MA				>>>	SO	119
24	ALYTH	ST PAUL	04850MA				>>>	SO	1490
25	GLENWOOD	ST PAUL	04850MA				>>>	SO	117
26	GLENWOOD	ST PAUL	04850GR				>>>	SO	43
27	MOOSE JA	ST PAUL	04850MA				>>>	SO	469
28	REGINA	ST PAUL	04850MA				>>>	SO	363
29	BREDENBU	CALUMET	00295PO		>>>	>>>	>>>		160
30	NORCO	CALUMET	00295PO		>>>	>>>	>>>		72
31	BREDENBU	ST PAUL	04850PO		>>>	>>>	>>>	SO	
32	BREDENBU	ST PAUL	04850PO		>>>	>>>	>>>	SO	586
33	NORCO	ST PAUL	04850PO		>>>	>>>	>>>	SO	25
34	VADE	ST PAUL	04850PO		>>>	>>>	>>>	SO	
35	WINNIPEG	ST PAUL	04850MA		>>>	>>>	>>>	SO	1709
		Blks PU		21	4	10	0	0	
		Blks SO		0	0	13	2	20	
		Blks Thr		0	21	12	20	0	

		Blks Dep	21	25	22	20	0
FSOP	Max *	Feet K	7.3	7.3	7.3	7.3	7.3
Design		Tons K	***	***	9.9	9.9	9.9
Design		Feet K	5.1	5.1	5.6	5.6	5.6
OCT07	Average	Cars	112	121	108	96	0
OCT07	Average	Tons K	***	***	***	***	0.0
OCT07	Average	Feet K	6.5	7.0	6.4	5.9	0.0

Created: 16:30:10 9/6/2007 Scenario:M:\FALL_BIOP_2007\

Train Design
Integrated Operating Plan
Train: 291 Version:7
Bensenville - Winnipeg

Operates : Su Mo Tu We Th Fr Sa Scheduled

Effective (MM/DD/YYYY): 9/10/2007
Expires (MM/DD/YYYY): 3/30/2008

	Total	Stn	Sub	Chicag	Non CP	Manito	StPaul
Transit (HHH:MM):	046:25	010:45	035:40	017:55	000:05	003:20	025:05
Av.Speed (MPH):	18.0		24.0	22.3	12.0	19.5	15.9
Distance (Miles):	864.0			400.0	1.0	65.0	398.8
Crew Starts :	6			2	0	0	4
Work Locations :	6			2	0	2	2

Train Objectives

Objective: Train operates daily ex Bensenville to Winnipeg handling IMS, finished autos, manifest traffic.

Anchor Blocks: Winnipeg autos and manifest, and South Edmonton finished autos.

Power Design

Power: 2 AC's F-R. Power cycles from Train 498. Power cycles to Train 290.

Condensed Schedule for Train 291 Version 7

ARRIVE Clock HHMM	TZ	D	Elapse HHHMM	DOW SMTWTFS	Station/Location	Stn SA	DEPART Time HHMM	Clock HHMM	TZ	D	Elapse HHHMM	DOW SMTWTFS	F	W	C	I	L	D	MAX Length	Projected Typical Length	Tons	Run - Next HHMM	Miles
					BENSENVILLE	CH	0000	2000	CT	0	00000	YYYYYYY	F	W	C		L		8500	4500*	4070*	0335	79.7
2335	CT	0	00335	YYYYYYY	MILWAUKEE	CH	0215	0150	CT	1	00550	YYYYYYY		W					8500	4500	4070	0235	92.2
0425	CT	1	00825	YYYYYYY	PORTAGE	CH	0045	0510	CT	1	00910	YYYYYYY			C				8500	4500	4070	0335	103.0
0845	CT	1	01245	YYYYYYY	LA CROSSE	CH	0000	0845	CT	1	01245	YYYYYYY							8500	4500	4070	0035	6.8
0920	CT	1	01320	YYYYYYY	RIVER JCT WEST	CH	0000	0920	CT	1	01320	YYYYYYY							8500	4500	4070	0350	104.2
1310	CT	1	01710	YYYYYYY	ST CROIX JUNCTIO	CH	0000	1310	CT	1	01710	YYYYYYY							8500	4500	4070	0050	15.2
1400	CT	1	01800	YYYYYYY	ST PAUL	SP	0045	1445	CT	1	01845	YYYYYYY			C				7500	4500	4070	0055	13.3
1540	CT	1	01940	YYYYYYY	MINNEAPOLIS IMS	SP	0045	1625	CT	1	02025	YYYYYYY		W					7500	4500	4070	0025	3.2
1650	CT	1	02050	YYYYYYY	MINNEAPOLIS HUMB	SP	0000	1650	CT	1	02050	YYYYYYY							7500	4000*	3618*	0645	115.8
2335	CT	1	02735	YYYYYYY	GLENWOOD	SP	0245	0220	CT	2	03020	YYYYYYY		W	C		L		7300	4000	3618	0500	144.3
0720	CT	2	03520	YYYYYYY	WINGER	SP	0000	0720	CT	2	03520	YYYYYYY							7300	4000	3618	0130	42.8
0850	CT	2	03650	YYYYYYY	THIEF RIVER FALL	SP	0130	1020	CT	2	03820	YYYYYYY			C				7300	5000*	4500*	0035	17.1
1055	CT	2	03855	YYYYYYY	NEWFOLDEN	SP	0000	1055	CT	2	03855	YYYYYYY							7300	5000	4500	0020	10.8
1115	CT	2	03915	YYYYYYY	STRANDQUIST	SP	0000	1115	CT	2	03915	YYYYYYY							7300	5000	4500	0015	6.8
1130	CT	2	03930	YYYYYYY	KARLSTAD	SP	0000	1130	CT	2	03930	YYYYYYY							7300	5000	4500	0035	13.0
1205	CT	2	04005	YYYYYYY	LAKE BRONSON	SP	0000	1205	CT	2	04005	YYYYYYY							7300	5000	4500	0100	31.4
1305	CT	2	04105	YYYYYYY	NOYES	SP	0200	1505	CT	2	04305	YYYYYYY			C			D	8200	5000	4500	0000	.3
1505	CT	2	04305	YYYYYYY	EMERSON	MA	0000	1505	CT	2	04305	YYYYYYY							8200	5000	4500	0010	3.2
1515	CT	2	04315	YYYYYYY	FREDENSTHAL	MA	0000	1515	CT	2	04315	YYYYYYY							8200	5000	4500	0025	6.7
1540	CT	2	04340	YYYYYYY	DOMINION CITY	MA	0000	1540	CT	2	04340	YYYYYYY							8200	5000	4500	0025	8.0
1605	CT	2	04405	YYYYYYY	ARNAUD	MA	0000	1605	CT	2	04405	YYYYYYY							8200	5000	4500	0025	8.9
1630	CT	2	04430	YYYYYYY	DUFROST	MA	0000	1630	CT	2	04430	YYYYYYY							8200	5000	4500	0015	4.8
1645	CT	2	04445	YYYYYYY	CAREY	MA	0000	1645	CT	2	04445	YYYYYYY							8200	5000	4500	0010	3.7
1655	CT	2	04455	YYYYYYY	OTTERBURNE	MA	0000	1655	CT	2	04455	YYYYYYY							8200	5000	4500	0025	7.5
1720	CT	2	04520	YYYYYYY	NIVERVILLE	MA	0000	1720	CT	2	04520	YYYYYYY							8200	5000	4500	0035	11.7
1755	CT	2	04555	YYYYYYY	GRANDE POINTE	MA	0000	1755	CT	2	04555	YYYYYYY							8200	5000	4500	0015	6.3
1810	CT	2	04610	YYYYYYY	PADDINGTON	MA	0000	1810	CT	2	04610	YYYYYYY		W					8200	5000	4500	0015	4.2
1825	CT	2	04625	YYYYYYY	WINNIPEG	MA								W					8200	5000	4500		

Fuel F D Customs
Work W L Locomotive Svc
Crew C I Perishable Insp

Lift and Setout Activity
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At BENSENVILLE 04540 ,from headend of train 291

Train Arr Local Time:	DOW:					Train Dep Local Time:2000	DOW: S,M,T,W,T,F,S			Block
Inbound Block	Road	Blk	BSwp			Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event		Origin Destination	BlkName	Type	From	Notes
				Lift		BENSENVI GLENWOOD	04930MA	MANIF		
				Lift		BENSENVI GLENWOOD	04930EG	EGRAI		
				Lift		BENSENVI MILWAUKEE	04760MA	MANIF		
				Lift		BENSENVI WINNIPEG	05200MA	MANIF		
				Lift		BENSENVI WINNIPEG	05200FA	FAUTO		
				Lift		BENSENVI PADDINGTON	05198FA	FAUTO		
				Lift		BENSENVI REGINA	06016FA	FAUTO		
				Lift		BENSENVI SOUTH EDMONTON	08579FA	FAUTO		
				Lift		BEN IMS EDMONTON IMS	08581EX	EXPED	* 1	

Business Rules and Design Notes for BENSENVILLE 04540:
Designed Departure: 4500 Feet, 4070 tons

Block Swap Notes:
* 1 swaps from GY11:GY22:

At MILWAUKEE 04760 ,from headend of train 291

Train Arr Local Time:2335	DOW: S,M,T,W,T,F,S					Train Dep Local Time:0150	DOW: S,M,T,W,T,F,S			Block
Inbound Block	Road	Blk	BSwp			Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event		Origin Destination	BlkName	Type	From	Notes
				[redacted]		BENSENVI GLENWOOD	04930MA	MANIF		
				[redacted]		BENSENVI GLENWOOD	04930EG	EGRAI		
BENSENVI MILWAUKEE	04760MA	MANIF		S/Off						
				Lift		MILWAUKE GLENWOOD	04930MA	MANIF		
				Lift		MILWAUKE WINNIPEG	05200MA	MANIF		
				[redacted]		BENSENVI WINNIPEG	05200MA	MANIF		
				[redacted]		BENSENVI WINNIPEG	05200FA	FAUTO		
				[redacted]		BENSENVI PADDINGTON	05198FA	FAUTO		
				[redacted]		BENSENVI REGINA	06016FA	FAUTO		
				[redacted]		BENSENVI SOUTH EDMONTON	08579FA	FAUTO		
				[redacted]		BEN IMS EDMONTON IMS	08581EX	EXPED		

At MINNEAPOLIS IMS 04865 ,from headend of train 291

Train Arr Local Time:1540	DOW: S,M,T,W,T,F,S					Train Dep Local Time:1625	DOW: S,M,T,W,T,F,S			Block
Inbound Block	Road	Blk	BSwp			Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event		Origin Destination	BlkName	Type	From	Notes
				[redacted]		BENSENVI GLENWOOD	04930MA	MANIF		
				[redacted]		BENSENVI GLENWOOD	04930EG	EGRAI		
				[redacted]		MILWAUKE GLENWOOD	04930MA	MANIF		
				[redacted]		MILWAUKE WINNIPEG	05200MA	MANIF		
				[redacted]		BENSENVI WINNIPEG	05200MA	MANIF		
				[redacted]		BENSENVI WINNIPEG	05200FA	FAUTO		
				[redacted]		BENSENVI PADDINGTON	05198FA	FAUTO		
				[redacted]		BENSENVI REGINA	06016FA	FAUTO		
				[redacted]		BENSENVI SOUTH EDMONTON	08579FA	FAUTO		
				[redacted]		BEN IMS EDMONTON IMS	08581EX	EXPED		
				Lift		MPLS IMS EDMONTON IMS	08581EX	EXPED		
				Lift		BEN IMS REGINA IMS	06026EX	EXPED	183	
				Lift		BEN IMS WINNIPEG IMS	05206EX	EXPED	183	
				Lift		MPLS IMS WINNIPEG IMS	05206EX	EXPED		

At GLENWOOD 04930 ,from headend of train 291

Train Arr Local Time:2335	DOW: S,M,T,W,T,F,S					Train Dep Local Time:0220	DOW: S,M,T,W,T,F,S			Block
Inbound Block	Road	Blk	BSwp			Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event		Origin Destination	BlkName	Type	From	Notes
BENSENVI GLENWOOD	04930MA	MANIF		S/Off						
BENSENVI GLENWOOD	04930EG	EGRAI		S/Off						
MILWAUKE GLENWOOD	04930MA	MANIF		S/Off						
				Lift		GLENWOOD WINNIPEG	05200MA	MANIF		
				Lift		ST PAUL WINNIPEG	05200MA	MANIF	599	
				[redacted]		MILWAUKE WINNIPEG	05200MA	MANIF		
				[redacted]		BENSENVI WINNIPEG	05200MA	MANIF		
				[redacted]		BENSENVI WINNIPEG	05200FA	FAUTO		
				[redacted]		BENSENVI PADDINGTON	05198FA	FAUTO		

					[redacted]	BENSENVI	REGINA	06016FA FAUTO
						BENSENVI	SOUTH EDMONTON	08579FA FAUTO
						BEN IMS	EDMONTON IMS	08581EX EXPED
						MPLS IMS	EDMONTON IMS	08581EX EXPED
						BEN IMS	REGINA IMS	06026EX EXPED
						BEN IMS	WINNIPEG IMS	05206EX EXPED
						MPLS IMS	WINNIPEG IMS	05206EX EXPED

At PADDINGTON 05198 ,from headend of train 291

Train Arr Local Time:1810		DOW: S,M,T,W,T,F,S				Train Dep Local Time:1810		DOW: S,M,T,W,T,F,S		Block
Inbound Block		Road	Blk	BSwp		Outbound Block		Road	Blk BSwp	DOW
Origin	Destination	BlkName	Type	To	Event	Origin	Destination	BlkName	Type From	Notes
					[redacted]	GLENWOOD	WINNIPEG	05200MA	MANIF	
						ST PAUL	WINNIPEG	05200MA	MANIF	
						MILWAUKE	WINNIPEG	05200MA	MANIF	
						BENSENVI	WINNIPEG	05200MA	MANIF	
						BENSENVI	WINNIPEG	05200FA	FAUTO	
BENSENVI	PADDINGTON	05198FA	FAUTO		S/Off					
						BENSENVI	REGINA	06016FA	FAUTO	
						BENSENVI	SOUTH EDMONTON	08579FA	FAUTO	
						BEN IMS	EDMONTON IMS	08581EX	EXPED	
						MPLS IMS	EDMONTON IMS	08581EX	EXPED	
						BEN IMS	REGINA IMS	06026EX	EXPED	
						BEN IMS	WINNIPEG IMS	05206EX	EXPED	
						MPLS IMS	WINNIPEG IMS	05206EX	EXPED	

At WINNIPEG 05200 ,from headend of train 291

Train Arr Local Time:1825		DOW: S,M,T,W,T,F,S				Train Dep Local Time:		DOW:		Block
Inbound Block		Road	Blk	BSwp		Outbound Block		Road	Blk BSwp	DOW
Origin	Destination	BlkName	Type	To	Event	Origin	Destination	BlkName	Type From	Notes
GLENWOOD	WINNIPEG	05200MA	MANIF		S/Off					
ST PAUL	WINNIPEG	05200MA	MANIF		S/Off					
MILWAUKE	WINNIPEG	05200MA	MANIF		S/Off					
BENSENVI	WINNIPEG	05200MA	MANIF		S/Off					
BENSENVI	WINNIPEG	05200FA	FAUTO		S/Off					
BENSENVI	REGINA	06016FA	FAUTO	* 1	S/Off					
BENSENVI	SOUTH EDMONTON	08579FA	FAUTO	103	S/Off					
BEN IMS	EDMONTON IMS	08581EX	EXPED	103	S/Off					
MPLS IMS	EDMONTON IMS	08581EX	EXPED	103	S/Off					
BEN IMS	REGINA IMS	06026EX	EXPED	* 2	S/Off					
BEN IMS	WINNIPEG IMS	05206EX	EXPED	* 3	S/Off					
MPLS IMS	WINNIPEG IMS	05206EX	EXPED	* 4	S/Off					

Business Rules and Design Notes for WINNIPEG 05200:

Block Swap Notes:
* 1 swaps to 211 :213 :
* 2 swaps to 211 :213 :
* 3 swaps to PG11:PG21:PG24:PG25:
* 4 swaps to PG11:PG21:PG24:PG25:

Condensed Block to Train Activity

Train:291
Ver :7

*PUx = Pickup Blockswap
*SOx = Setoff Blockswap

Ord	Blk Orig	Blk Dest	Blk Name	BEN IMI	MIL WAU KE	MPLS IMS	GLEN WOOD	PAD DING T	WIN NIPEG	MRail OCT07 Traf. File Est Feet
1	BENSENVI	GLENWOOD	04930MA		>>>	>>>	SO			810
2	BENSENVI	GLENWOOD	04930EG		>>>	>>>	SO			409
3	BENSENVI	MILWAUKE	04760MA		SO					1313
4	MILWAUKE	GLENWOOD	04930MA			>>>	SO			130
5	GLENWOOD	WINNIPEG	05200MA					>>>	SO	126
6	ST PAUL	WINNIPEG	05200MA				PUx	>>>	SO	883
7	MILWAUKE	WINNIPEG	05200MA			>>>	>>>	>>>	SO	1454
8	BENSENVI	WINNIPEG	05200MA		>>>	>>>	>>>	>>>	SO	874
9	BENSENVI	WINNIPEG	05200FA		>>>	>>>	>>>	>>>	SO	78
10	BENSENVI	PADDINGT	05198FA		>>>	>>>	>>>	SO		825
11	BENSENVI	REGINA	06016FA		>>>	>>>	>>>	>>>	SOx	591
12	BENSENVI	SOUTH ED	08579FA		>>>	>>>	>>>	>>>	SOx	555
13	BEN IMS	EDMONIMS	08581EX	PUx	>>>	>>>	>>>	>>>	SOx	895
14	MPLS IMS	EDMONIMS	08581EX				>>>	>>>	SOx	127
15	BEN IMS	REGINA I	06026EX			PUx	>>>	>>>	SOx	439
16	BEN IMS	WINN IMS	05206EX			PUx	>>>	>>>	SOx	135
17	MPLS IMS	WINN IMS	05206EX				>>>	>>>	SOx	128

			BEN IMI	MIL WAU KE	MPLS IMS	GLEN WOOD	PAD DING T	WIN NIPEG
		Blks PU	9	2	4	2	0	0
		Blks SO	0	1	0	3	1	12
		Blks Thr	0	8	10	11	12	0
		Blks Dep	9	10	14	13	12	0
FSOP	Max *	Feet K	8.5	8.5	7.5	7.3	8.2	8.2
Design		Tons K	4.1	4.1	4.1	3.6	4.5	4.5
Design		Feet K	4.5	4.5	4.5	4.0	5.0	5.0
OCT07	Average	Cars	86	88	95	87	78	0
OCT07	Average	Tons K	5.4	5.3	5.7	5.8	5.2	0.0
OCT07	Average	Feet K	6.4	6.6	7.4	7.1	6.3	0.0

Created: 16:30:11 9/6/2007 Scenario:M:\FALL_BIOP_2007\

Train Design
Integrated Operating Plan
Train: 292 Version:7
Alyth - St Paul

Operates : Su Mo Tu We Th Fr Sa Scheduled
Effective (MM/DD/YYYY): 9/10/2007
Expires (MM/DD/YYYY): 3/30/2008

	Total	Stn	Sub	Albrta	Saskwn	StPaul
Transit (HHH:MM):	057:50	012:10	045:40	012:45	014:10	030:55
Av.Speed (MPH):	20.0		25.0	25.1	19.5	18.1
Distance (Miles):	1156.0			320.6	275.6	560.7
Crew Starts :	8			2	2	4
Work Locations :	3			2	0	1

Train Objectives

Objective: Operates daily ex Alyth to St Paul handling manifest traffic.

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Anchor Blocks: Manifest.

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Power Design

Power: 2 AC's F-R. Power cycles from and to Train 293.

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Condensed Schedule for Train 292 Version 7

ARRIVE Clock HHMM	TZ	D	Elapse HHMM	DOW SMTWTFS	Station/Location	Stn Time SA	DEPART Clock HHMM	TZ	D	Elapse HHMM	DOW SMTWTFS	F	W	C	I	L	D	MAX Length	Projected Typical Length	Tons	Run - Next HHMM	Miles
					ALYTH	AB	0000	2000	MT	0	00000	YYYYYYY	F	W	C					5600*	8800*	0015	7.7
2015	MT	0	00015	YYYYYYY	CALGARY IMS	AB	0000	2015	MT	0	00015	YYYYYYY								5600	8800	0000	0.0
2015	MT	0	00015	YYYYYYY	SHEPARD	AB	0000	2015	MT	0	00015	YYYYYYY								5600	8800	0555	165.6
0210	MT	1	00610	YYYYYYY	MEDICINE HAT	AB	0035	0245	MT	1	00645	YYYYYYY			C					5600	8800	0030	8.6
0315	MT	1	00715	YYYYYYY	DUNMORE	AB	0045	0400	MT	1	00800	YYYYYYY		W					6600	6200*	9450*	0445	138.8
0845	MT	1	01245	YYYYYYY	SWIFT CURRENT	SK	0030	0915	ST	1	01315	YYYYYYY			C				6600	6200	9450	0330	110.4
1245	ST	1	01645	YYYYYYY	MOOSE JAW	SK	0415	1700	ST	1	02100	YYYYYYY	F		C				6600	6200	9450	0545	165.1
2245	ST	1	02645	YYYYYYY	NORTH PORTAL	SK	0000	2345	CT	1	02645	YYYYYYY							6600	6200	9450	0010	.1
2355	CT	1	02655	YYYYYYY	PORTAL	SP	0320	0315	CT	2	03015	YYYYYYY			C				6600	6200	9450	0620	153.7
0935	CT	2	03635	YYYYYYY	HARVEY	SP	0045	1020	CT	2	03720	YYYYYYY			C				6600	6200	9450	0520	139.2
1540	CT	2	04240	YYYYYYY	ENDERLIN	SP	0045	1625	CT	2	04325	YYYYYYY			C				6600	6200	9450	0540	136.9
2205	CT	2	04905	YYYYYYY	GLENWOOD	SP	0115	2320	CT	2	05020	YYYYYYY			C				6600	6200	9450	0730	130.9
0650	CT	3	05750	YYYYYYY	ST PAUL	SP								W					6600	6200	9450		

Fuel F D Customs
Work W L Locomotive Svc
Crew C I Perishable Insp

Lift and Setout Activity

At ALYTH 08200 ,from headend of train 292

Train Arr Local Time:	DOW:					Train Dep Local Time:2000	DOW: S,M,T,W,T,F,S			Block
Inbound Block	Road	Blk	BSwp			Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event		Origin Destination	BlkName	Type	From	Notes
				Lift		ALYTH ST PAUL	04850MA	MANIF		
				Lift		ALYTH CHICAGO CLEARING	00498MA	MANIF		

Business Rules and Design Notes for ALYTH 08200:
Designed Departure: 5600 Feet, 8800 tons

At DUNMORE 07325 ,from headend of train 292

Train Arr Local Time:0315	DOW: S,M,T,W,T,F,S					Train Dep Local Time:0400	DOW: S,M,T,W,T,F,S			Block
Inbound Block	Road	Blk	BSwp			Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event		Origin Destination	BlkName	Type	From	Notes
				Lift		LAMB WES ST PAUL	04850MA	MANIF	5/4	
				Lift		MEDICINE ST PAUL	04850MA	MANIF	* 1	
				Thru		ALYTH ST PAUL	04850MA	MANIF		
				Thru		ALYTH CHICAGO CLEARING	00498MA	MANIF		

Business Rules and Design Notes for DUNMORE 07325:
Designed Departure: 6200 Feet, 9450 tons

Block Swap Notes:
* 1 swaps from C24 :C27 :

At MOOSE JAW 06300 ,from headend of train 292

Train Arr Local Time:1245	DOW: S,M,T,W,T,F,S					Train Dep Local Time:1700	DOW: S,M,T,W,T,F,S			Block
Inbound Block	Road	Blk	BSwp			Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event		Origin Destination	BlkName	Type	From	Notes
				[illegible]		LAMB WES ST PAUL	04850MA	MANIF		
				[illegible]		MEDICINE ST PAUL	04850MA	MANIF		
				[illegible]		ALYTH ST PAUL	04850MA	MANIF		
				[illegible]		ALYTH CHICAGO CLEARING	00498MA	MANIF		

Business Rules and Design Notes for MOOSE JAW 06300:
1000 Mile inspection.

At ST PAUL 04850 ,from headend of train 292

Train Arr Local Time:0650	DOW: S,M,T,W,T,F,S					Train Dep Local Time:	DOW:			Block
Inbound Block	Road	Blk	BSwp			Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event		Origin Destination	BlkName	Type	From	Notes
LAMB WES ST PAUL	04850MA	MANIF		S/Off						
MEDICINE ST PAUL	04850MA	MANIF		S/Off						
ALYTH ST PAUL	04850MA	MANIF		S/Off						
ALYTH CHICAGO CLEARING	00498MA	MANIF	286	S/Off						

Condensed Block to Train Activity

Train:292
Ver :7

*PUx = Pickup Blockswap
*SOx = Setoff Blockswap

Ord	Blk Orig	Blk Dest	Blk Name	A LAYTH	D UNHOOK	S TAP SAUP	MRail OCT07 Traf. File Est Feet
1	LAMB WES	ST PAUL	04850MA			SO	116
2	MEDICINE	ST PAUL	04850MA			SO	239
3	ALYTH	ST PAUL	04850MA	PU	>>>	SO	2980
4	ALYTH	CLEARING	00498MA	PU	>>>		2585
			Blks PU	2	2	0	
			Blks SO	0	0	4	
			Blks Thr	0	2	0	
			Blks Dep	2	4	0	
FSOP	Max *		Feet K	0.0	6.6	6.6	
Design			Tons K	8.8	9.4	9.4	
Design			Feet K	5.6	6.2	6.2	
OCT07	Average		Cars	85	90	0	
OCT07	Average		Tons K	8.6	9.2	0.0	
OCT07	Average		Feet K	5.6	5.9	0.0	

Created: 16:30:13 9/6/2007 Scenario:M:\FALL_BIOP_2007\

Train Design
Integrated Operating Plan
Train: 293 Version:1
St Paul - Alyth

Operates : __ __ __ __ Th Fr Sa Scheduled

Effective (MM/DD/YYYY): 9/10/2007
Expires (MM/DD/YYYY): 3/30/2008

	Total	Stn	Sub	Albrta	Saskwn	StPaul
Transit (HHH:MM):	062:40	016:20	046:20	012:53	010:52	038:55
Av.Speed (MPH):	18.0		24.0	24.8	25.5	14.4
Distance (Miles):	1156.0			318.9	277.2	560.8
Crew Starts :	8			1	2	5
Work Locations :	10			2	0	8

Train Objectives

Objective: Train operates ex St Paul to Alyth handling manifest, empty grain and short traffic.

Anchor Blocks: Manifest.

Power Design

Power: 2 AC's F-R. Power cycles from and to Train 292.

Condensed Schedule for Train 293 Version 1

ARRIVE Clock HHMM	TZ	D	Elapse HHHMM	DOW SMTWTFS	Station/Location	SA	Stn Time HHMM	DEPART Clock HHMM	TZ	D	Elapse HHHMM	DOW SMTWTFS	F	W	C	I	L	D	MAX Length	Projected Typical Length	Tons	Run - Next HHMM	Miles
					ST PAUL	SP	0000	1300	CT	0	00000	NNNNYYY	F	W	C				7500	4000*	4400*	0110	15.1
1410	CT	0	00110	NNNNYYY	MINNEAPOLIS HUMB	SP	0045	1455	CT	0	00155	NNNNYYY		W					7500	4000	4400	0650	115.8
2145	CT	0	00845	NNNNYYY	GLENWOOD	SP	0315	0100	CT	1	01200	YNNNNYY		W	C		L		7500	7100*	7250*	0140	39.9
0240	CT	1	01340	YNNNNYY	ELBOW LAKE	SP	0000	0240	CT	1	01340	YNNNNYY							7500	7100	7250	0325	97.1
0605	CT	1	01705	YNNNNYY	ENDERLIN	SP	0130	0735	CT	1	01835	YNNNNYY		W	C				7500	7100	7250	0120	29.7
0855	CT	1	01955	YNNNNYY	VALLEY CITY	SP	0000	0855	CT	1	01955	YNNNNYY							7500	7100	7250	0055	19.8
0950	CT	1	02050	YNNNNYY	LEAL	SP	0000	0950	CT	1	02050	YNNNNYY							7500	7100	7250	0145	45.6
1135	CT	1	02235	YNNNNYY	CARRINGTON	SP	0000	1135	CT	1	02235	YNNNNYY		W					7500	7100	7250	0145	44.1
1320	CT	1	02420	YNNNNYY	HARVEY	SP	0330	1650	CT	1	02750	YNNNNYY	F	W	C				7500	7100	7250	0105	23.0
1755	CT	1	02855	YNNNNYY	DRAKE	SP	0000	1755	CT	1	02855	YNNNNYY		W					7500	7100	7250	0050	23.1
1845	CT	1	02945	YNNNNYY	VOLTAIRE	SP	0000	1845	CT	1	02945	YNNNNYY							7500	7100	7250	0100	24.4
1945	CT	1	03045	YNNNNYY	MINOT	SP	0045	2030	CT	1	03130	YNNNNYY		W					7500	6400*	6450*	0345	83.2
0015	CT	2	03515	YYNNNNY	PORTAL	SP	0330	0245	ST	2	03845	YYNNNNY			C			D	7500	6400	6450	0010	.1
0255	ST	2	03855	YYNNNNY	NORTH PORTAL	SK	0000	0255	ST	2	03855	YYNNNNY							7500	6400	6450	0050	21.5
0345	ST	2	03945	YYNNNNY	ESTEVAN	SK	0000	0345	ST	2	03945	YYNNNNY							7500	6400	6450	0130	52.4
0515	ST	2	04115	YYNNNNY	WEYBURN	SK	0000	0515	ST	2	04115	YYNNNNY							7500	6400	6450	0225	72.9
0740	ST	2	04340	YYNNNNY	DRINKWATER	SK	0000	0740	ST	2	04340	YYNNNNY							7500	6400	6450	0030	18.3
0810	ST	2	04410	YYNNNNY	MOOSE JAW	SK	0115	0925	ST	2	04525	YYNNNNY	F		C		L		7500	6400	6450	0345	110.4
1310	ST	2	04910	YYNNNNY	SWIFT CURRENT	SK	0030	1340	MT	2	04940	YYNNNNY			C				7500	6400	6450	0520	147.4
1900	MT	2	05500	YYNNNNY	MEDICINE HAT	AB	0120	2020	MT	2	05620	YYNNNNY		W	C				7500	5400*	5700*	0605	165.6
0225	MT	3	06225	YYYNNNN	CALGARY IMS	AB	0000	0225	MT	3	06225	YYYNNNN							7500	5400	5700	0010	5.5
0235	MT	3	06235	YYYNNNN	OGDEN	AB	0000	0235	MT	3	06235	YYYNNNN							7500	5400	5700	0005	2.2
0240	MT	3	06240	YYYNNNN	ALYTH	AB								W					7500	5400	5700		

Fuel F D Customs
Work W L Locomotive Svc
Crew C I Perishable Insp

At ST PAUL 04850 ,from headend of train 293

Train Arr Local Time:	DOW:					Train Dep Local Time:1300	DOW: , , , ,T,F,S				Block
Inbound Block	Road	Blk	BSwp			Outbound Block	Road	Blk	BSwp		DOW
Origin Destination	BlkName	Type	To	Event		Origin Destination	BlkName	Type	From		Notes
						ST PAUL GLENWOOD	04930MA	MANIF			
						ST PAUL MEDICINE HAT	07330MA	MANIF			
						ST PAUL ALYTH	08200MA	MANIF			

Business Rules and Design Notes for ST PAUL 04850:
Designed Departure: 4000 Feet, 4400 tons

At MINNEAPOLIS HUMBOLD 04871 ,from headend of train 293

Train Arr Local Time:1410	DOW: , , , ,T,F,S					Train Dep Local Time:1455	DOW: , , , ,T,F,S				Block
Inbound Block	Road	Blk	BSwp			Outbound Block	Road	Blk	BSwp		DOW
Origin Destination	BlkName	Type	To	Event		Origin Destination	BlkName	Type	From		Notes
						ST PAUL GLENWOOD	04930MA	MANIF			
						ST PAUL MEDICINE HAT	07330MA	MANIF			
						HUMBOLDT GLENWOOD	04930MA	MANIF			
						HUMBOLDT ALYTH	08200MA	MANIF			
						ST PAUL ALYTH	08200MA	MANIF			

At GLENWOOD 04930 ,from headend of train 293

Train Arr Local Time:2145	DOW: , , , ,T,F,S					Train Dep Local Time:0100	DOW: S, , , , ,F,S				Block
Inbound Block	Road	Blk	BSwp			Outbound Block	Road	Blk	BSwp		DOW
Origin Destination	BlkName	Type	To	Event		Origin Destination	BlkName	Type	From		Notes
ST PAUL GLENWOOD	04930MA	MANIF		S/Off							
						GLENWOOD ENDERLIN	04955SH	SHORT			
						GLENWOOD ENDERLIN	04955EG	EGRAI			
						GLENWOOD CARRINGTON	04968SH	SHORT			
						GLENWOOD HARVEY	04973MA	MANIF			
						GLENWOOD DRAKE	04976EG	EGRAI			
						ST PAUL MEDICINE HAT	07330MA	MANIF			
HUMBOLDT GLENWOOD	04930MA	MANIF		S/Off							
						ST PAUL ALYTH	08200MA	MANIF	599		
						HUMBOLDT ALYTH	08200MA	MANIF			
						ST PAUL ALYTH	08200MA	MANIF			

Business Rules and Design Notes for GLENWOOD 04930:
Designed Departure: 7100 Feet, 7250 tons

At ENDERLIN 04955 ,from headend of train 293

Train Arr Local Time:0605	DOW: S, , , , ,F,S					Train Dep Local Time:0735	DOW: S, , , , ,F,S				Block
Inbound Block	Road	Blk	BSwp			Outbound Block	Road	Blk	BSwp		DOW
Origin Destination	BlkName	Type	To	Event		Origin Destination	BlkName	Type	From		Notes
GLENWOOD ENDERLIN	04955SH	SHORT		S/Off							
GLENWOOD ENDERLIN	04955EG	EGRAI		S/Off							
						GLENWOOD CARRINGTON	04968SH	SHORT			
						GLENWOOD HARVEY	04973MA	MANIF			
						GLENWOOD DRAKE	04976EG	EGRAI			
						ST PAUL MEDICINE HAT	07330MA	MANIF			
						ST PAUL ALYTH	08200MA	MANIF			
						HUMBOLDT ALYTH	08200MA	MANIF			
						ST PAUL ALYTH	08200MA	MANIF			

At CARRINGTON 04968 ,from headend of train 293

Train Arr Local Time:1135	DOW: S, , , , ,F,S					Train Dep Local Time:1135	DOW: S, , , , ,F,S				Block
Inbound Block	Road	Blk	BSwp			Outbound Block	Road	Blk	BSwp		DOW
Origin Destination	BlkName	Type	To	Event		Origin Destination	BlkName	Type	From		Notes
GLENWOOD CARRINGTON	04968SH	SHORT		S/Off							
						GLENWOOD HARVEY	04973MA	MANIF			
						GLENWOOD DRAKE	04976EG	EGRAI			
						ST PAUL MEDICINE HAT	07330MA	MANIF			
						ST PAUL ALYTH	08200MA	MANIF			
						HUMBOLDT ALYTH	08200MA	MANIF			
						ST PAUL ALYTH	08200MA	MANIF			

At HARVEY 04973 ,from headend of train 293

Train Arr Local Time:1320	DOW: S, , , , ,F,S			Train Dep Local Time:1650	DOW: S, , , , ,F,S		Block
Inbound Block	Road Blk	BSwp		Outbound Block	Road Blk	BSwp	DOW
Origin Destination	BlkName Type	To	Event	Origin Destination	BlkName Type	From	Notes
GLENWOOD HARVEY	04973MA MANIF		S/Off				
			[redacted]	GLENWOOD DRAKE	04976EG EGRAI		
			[redacted]	ST PAUL MEDICINE HAT	07330MA MANIF		
			[redacted]	ST PAUL ALYTH	08200MA MANIF		
			[redacted]	HUMBOLDT ALYTH	08200MA MANIF		
			[redacted]	ST PAUL ALYTH	08200MA MANIF		

At DRAKE 04976 ,from headend of train 293

Train Arr Local Time:1755	DOW: S, , , , ,F,S			Train Dep Local Time:1755	DOW: S, , , , ,F,S		Block
Inbound Block	Road Blk	BSwp		Outbound Block	Road Blk	BSwp	DOW
Origin Destination	BlkName Type	To	Event	Origin Destination	BlkName Type	From	Notes
GLENWOOD DRAKE	04976EG EGRAI		S/Off				
			[redacted]	ST PAUL MEDICINE HAT	07330MA MANIF		
			[redacted]	ST PAUL ALYTH	08200MA MANIF		
			[redacted]	HUMBOLDT ALYTH	08200MA MANIF		
			[redacted]	ST PAUL ALYTH	08200MA MANIF		

At MINOT 04985 ,from headend of train 293

Train Arr Local Time:1945	DOW: S, , , , ,F,S			Train Dep Local Time:2030	DOW: S, , , , ,F,S		Block
Inbound Block	Road Blk	BSwp		Outbound Block	Road Blk	BSwp	DOW
Origin Destination	BlkName Type	To	Event	Origin Destination	BlkName Type	From	Notes
			[redacted]	ST PAUL MEDICINE HAT	07330MA MANIF		
			Lift	MINOT ALYTH	08200MA MANIF		
			[redacted]	ST PAUL ALYTH	08200MA MANIF		
			[redacted]	HUMBOLDT ALYTH	08200MA MANIF		
			[redacted]	ST PAUL ALYTH	08200MA MANIF		

Business Rules and Design Notes for MINOT 04985:
Designed Departure: 6400 Feet, 6450 tons

At MEDICINE HAT 07330 ,from headend of train 293

Train Arr Local Time:1900	DOW: S,M, , , , ,S			Train Dep Local Time:2020	DOW: S,M, , , , ,S		Block
Inbound Block	Road Blk	BSwp		Outbound Block	Road Blk	BSwp	DOW
Origin Destination	BlkName Type	To	Event	Origin Destination	BlkName Type	From	Notes
ST PAUL MEDICINE HAT	07330MA MANIF		S/Off				
			[redacted]	MINOT ALYTH	08200MA MANIF		
			[redacted]	ST PAUL ALYTH	08200MA MANIF		
			[redacted]	HUMBOLDT ALYTH	08200MA MANIF		
			[redacted]	ST PAUL ALYTH	08200MA MANIF		

Business Rules and Design Notes for MEDICINE HAT 07330:
Designed Departure: 5400 Feet, 5700 tons

At ALYTH 08200 ,from headend of train 293

Train Arr Local Time:0240	DOW: S,M,T, , , , ,			Train Dep Local Time:	DOW:		Block
Inbound Block	Road Blk	BSwp		Outbound Block	Road Blk	BSwp	DOW
Origin Destination	BlkName Type	To	Event	Origin Destination	BlkName Type	From	Notes
MINOT ALYTH	08200MA MANIF		S/Off				
ST PAUL ALYTH	08200MA MANIF		S/Off				
HUMBOLDT ALYTH	08200MA MANIF		S/Off				
ST PAUL ALYTH	08200MA MANIF		S/Off				

Condensed Block to Train Activity

Train:293
Ver :1

*PUx = Pickup Blockswap
*SOx = Setoff Blockswap

Ord	Blk Orig	Blk Dest	Blk Name	S T A U L	H U B O L D T	G L N E W O O D	E N D R I N	C A R R I N G	H A R V E	D R A K	M I N O	M E D I	A L Y T	MRail OCT07 Traf. File Est Feet
1	ST PAUL	GLENWOOD	04930MA	PU	>>>	SO								491
2	GLENWOOD	ENDERLIN	04955SH				SO							399
3	GLENWOOD	ENDERLIN	04955EG				SO							192
4	GLENWOOD	CARRINGT	04968SH				>>>	SO						336
5	GLENWOOD	HARVEY	04973MA				>>>	>>>	SO					237
6	GLENWOOD	DRAKE	04976EG				>>>	>>>	>>>	SO				642
7	ST PAUL	MEDICINE	07330MA	PU	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO		1516
8	MINOT	ALYTH	08200MA								PU	>>>	SO	422
9	HUMBOLDT	GLENWOOD	04930MA		PU	SO								381
10	ST PAUL	ALYTH	08200MA				>>>	>>>	>>>	>>>	>>>	>>>	SO	2095
11	HUMBOLDT	ALYTH	08200MA		PU	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO	481
12	ST PAUL	ALYTH	08200MA	PU	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO	2095

		Blks PU	3	2	6	0	0	0	0	1	0	0
		Blks SO	0	0	2	2	1	1	1	0	1	4
		Blks Thr	0	3	3	7	6	5	4	4	4	0
		Blks Dep	3	5	9	7	6	5	4	5	4	0
FSOP	Max *	Feet K	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5
Design		Tons K	4.4	4.4	7.3	7.3	7.3	7.3	7.3	6.4	5.7	5.7
Design		Feet K	4.0	4.0	7.1	7.1	7.1	7.1	7.1	6.4	5.4	5.4
OCT07	Average	Cars	65	79	128	118	112	108	96	104	79	0
OCT07	Average	Tons K	4.5	5.1	8.0	7.4	7.2	7.0	6.6	7.2	5.4	0.0
OCT07	Average	Feet K	4.1	5.0	8.0	7.4	7.1	6.8	6.2	6.6	5.1	0.0

Created: 16:30:14 9/6/2007 Scenario:M:\FALL_BIOP_2007\

Train Design
Integrated Operating Plan
Train: 293 Version:7
St Paul - Alyth

Operates : Su Mo Tu We __ __ __ Scheduled

Effective (MM/DD/YYYY): 9/10/2007
Expires (MM/DD/YYYY): 3/30/2008

	Total	Stn	Sub	Albrta	Saskwn	StPaul
Transit (HHH:MM):	062:40	016:20	046:20	012:53	010:52	038:55
Av.Speed (MPH):	18.0		24.0	24.8	25.5	14.4
Distance (Miles):	1156.0			318.9	277.2	560.8
Crew Starts :	8			1	2	5
Work Locations :	10			2	0	8

Train Objectives

Objective: Train operates ex St Paul to Alyth handling manifest, empty grain and short traffic.

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Anchor Blocks: Manifest.

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Power Design

Power: 2 AC's F-R. Power cycles from and to Train 292.

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Condensed Schedule for Train 293 Version 7

A R R I V E Clock HHMM	TZ	D	Elapse HHHMM	DOW SMTWTFS	Station/Location	Stn SA	D E P A R T Time Clock HHMM	TZ	D	Elapse HHHMM	DOW SMTWTFS	F	W	C	I	L	D	MAX Length	Projected Typical Length	Tons	Run - Next HHMM	Miles
					ST PAUL	SP	0000	1300	CT	0	00000	YYYYNNN	F	W	C				7500	4000*	4400*	0110	15.1
1410	CT	0	00110	YYYYNNN	MINNEAPOLIS HUMB	SP	0045	1455	CT	0	00155	YYYYNNN		W					7500	4000	4400	0650	115.8
2145	CT	0	00845	YYYYNNN	GLENWOOD	SP	0315	0100	CT	1	01200	NYYYYNN		W	C		L		7500	7100*	7250*	0140	39.9
0240	CT	1	01340	NYYYYNN	ELBOW LAKE	SP	0000	0240	CT	1	01340	NYYYYNN							7500	7100	7250	0325	97.1
0605	CT	1	01705	NYYYYNN	ENDERLIN	SP	0130	0735	CT	1	01835	NYYYYNN		W	C				7500	7100	7250	0120	29.7
0855	CT	1	01955	NYYYYNN	VALLEY CITY	SP	0000	0855	CT	1	01955	NYYYYNN							7500	7100	7250	0055	19.8
0950	CT	1	02050	NYYYYNN	LEAL	SP	0000	0950	CT	1	02050	NYYYYNN							7500	7100	7250	0145	45.6
1135	CT	1	02235	NYYYYNN	CARRINGTON	SP	0000	1135	CT	1	02235	NYYYYNN		W					7500	7100	7250	0145	44.1
1320	CT	1	02420	NYYYYNN	HARVEY	SP	0330	1650	CT	1	02750	NYYYYNN	F	W	C				7500	7100	7250	0105	23.0
1755	CT	1	02855	NYYYYNN	DRAKE	SP	0000	1755	CT	1	02855	NYYYYNN		W					7500	7100	7250	0050	23.1
1845	CT	1	02945	NYYYYNN	VOLTAIRE	SP	0000	1845	CT	1	02945	NYYYYNN							7500	7100	7250	0100	24.4
1945	CT	1	03045	NYYYYNN	MINOT	SP	0045	2030	CT	1	03130	NYYYYNN		W					7500	6400*	6450*	0345	83.2
0015	CT	2	03515	NNYYYYN	PORTAL	SP	0330	0245	ST	2	03845	NNYYYYN			C			D	7500	6400	6450	0010	.1
0255	ST	2	03855	NNYYYYN	NORTH PORTAL	SK	0000	0255	ST	2	03855	NNYYYYN							7500	6400	6450	0050	21.5
0345	ST	2	03945	NNYYYYN	ESTEVAN	SK	0000	0345	ST	2	03945	NNYYYYN							7500	6400	6450	0130	52.4
0515	ST	2	04115	NNYYYYN	WEYBURN	SK	0000	0515	ST	2	04115	NNYYYYN							7500	6400	6450	0225	72.9
0740	ST	2	04340	NNYYYYN	DRINKWATER	SK	0000	0740	ST	2	04340	NNYYYYN							7500	6400	6450	0030	18.3
0810	ST	2	04410	NNYYYYN	MOOSE JAW	SK	0115	0925	ST	2	04525	NNYYYYN	F		C		L		7500	6400	6450	0345	110.4
1310	ST	2	04910	NNYYYYN	SWIFT CURRENT	SK	0030	1340	MT	2	04940	NNYYYYN			C				7500	6400	6450	0520	147.4
1900	MT	2	05500	NNYYYYN	MEDICINE HAT	AB	0120	2020	MT	2	05620	NNYYYYN		W	C				7500	5400*	5700*	0605	165.6
0225	MT	3	06225	NNNYYYY	CALGARY IMS	AB	0000	0225	MT	3	06225	NNNYYYY							7500	5400	5700	0010	5.5
0235	MT	3	06235	NNNYYYY	OGDEN	AB	0000	0235	MT	3	06235	NNNYYYY							7500	5400	5700	0005	2.2
0240	MT	3	06240	NNNYYYY	ALYTH	AB								W					7500	5400	5700		

Fuel F D Customs
Work W L Locomotive Svc
Crew C I Perishable Insp

At ST PAUL 04850 ,from headend of train 293

Train Arr Local Time:	DOW:					Train Dep Local Time:1300	DOW: S,M,T,W, , , ,			Block
Inbound Block	Road	Blk	BSwp			Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event		Origin Destination	BlkName	Type	From	Notes
				[redacted]		ST PAUL GLENWOOD	04930MA	MANIF		
						ST PAUL MEDICINE HAT	07330MA	MANIF		
						ST PAUL ALYTH	08200MA	MANIF		

Business Rules and Design Notes for ST PAUL 04850:
Designed Departure: 4000 Feet, 4400 tons

At MINNEAPOLIS HUMBOLD 04871 ,from headend of train 293

Train Arr Local Time:1410	DOW: S,M,T,W, , , ,					Train Dep Local Time:1455	DOW: S,M,T,W, , , ,			Block
Inbound Block	Road	Blk	BSwp			Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event		Origin Destination	BlkName	Type	From	Notes
				[redacted]		ST PAUL GLENWOOD	04930MA	MANIF		
						ST PAUL MEDICINE HAT	07330MA	MANIF		
						HUMBOLDT GLENWOOD	04930MA	MANIF		
						HUMBOLDT ALYTH	08200MA	MANIF		
						ST PAUL ALYTH	08200MA	MANIF		

At GLENWOOD 04930 ,from headend of train 293

Train Arr Local Time:2145	DOW: S,M,T,W, , , ,					Train Dep Local Time:0100	DOW: ,M,T,W,T, , ,			Block
Inbound Block	Road	Blk	BSwp			Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event		Origin Destination	BlkName	Type	From	Notes
ST PAUL GLENWOOD	04930MA	MANIF		S/Off						
				[redacted]		GLENWOOD ENDERLIN	04955SH	SHORT		
						GLENWOOD ENDERLIN	04955EG	EGRAI		
						GLENWOOD CARRINGTON	04968SH	SHORT		
						GLENWOOD HARVEY	04973MA	MANIF		
						GLENWOOD DRAKE	04976EG	EGRAI		
						ST PAUL MEDICINE HAT	07330MA	MANIF		
HUMBOLDT GLENWOOD	04930MA	MANIF		S/Off						
				[redacted]		ST PAUL ALYTH	08200MA	MANIF	599	
						HUMBOLDT ALYTH	08200MA	MANIF		
						ST PAUL ALYTH	08200MA	MANIF		

Business Rules and Design Notes for GLENWOOD 04930:
Designed Departure: 7100 Feet, 7250 tons

At ENDERLIN 04955 ,from headend of train 293

Train Arr Local Time:0605	DOW: ,M,T,W,T, , ,					Train Dep Local Time:0735	DOW: ,M,T,W,T, , ,			Block
Inbound Block	Road	Blk	BSwp			Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event		Origin Destination	BlkName	Type	From	Notes
GLENWOOD ENDERLIN	04955SH	SHORT		S/Off						
GLENWOOD ENDERLIN	04955EG	EGRAI		S/Off						
				[redacted]		GLENWOOD CARRINGTON	04968SH	SHORT		
						GLENWOOD HARVEY	04973MA	MANIF		
						GLENWOOD DRAKE	04976EG	EGRAI		
						ST PAUL MEDICINE HAT	07330MA	MANIF		
						ST PAUL ALYTH	08200MA	MANIF		
						HUMBOLDT ALYTH	08200MA	MANIF		
						ST PAUL ALYTH	08200MA	MANIF		

At CARRINGTON 04968 ,from headend of train 293

Train Arr Local Time:1135	DOW: ,M,T,W,T, , ,					Train Dep Local Time:1135	DOW: ,M,T,W,T, , ,			Block
Inbound Block	Road	Blk	BSwp			Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event		Origin Destination	BlkName	Type	From	Notes
GLENWOOD CARRINGTON	04968SH	SHORT		S/Off						
				[redacted]		GLENWOOD HARVEY	04973MA	MANIF		
						GLENWOOD DRAKE	04976EG	EGRAI		
						ST PAUL MEDICINE HAT	07330MA	MANIF		
						ST PAUL ALYTH	08200MA	MANIF		
						HUMBOLDT ALYTH	08200MA	MANIF		
						ST PAUL ALYTH	08200MA	MANIF		

At HARVEY 04973 ,from headend of train 293

Train Arr Local Time:1320	DOW: ,M,T,W,T, , ,			Train Dep Local Time:1650	DOW: ,M,T,W,T, , ,		Block
Inbound Block	Road Blk	BSwp		Outbound Block	Road Blk	BSwp	DOW
Origin Destination	BlkName Type	To	Event	Origin Destination	BlkName Type	From	Notes
GLENWOOD HARVEY	04973MA MANIF		S/Off				
			[redacted]	GLENWOOD DRAKE	04976EG EGRAI		
			[redacted]	ST PAUL MEDICINE HAT	07330MA MANIF		
			[redacted]	ST PAUL ALYTH	08200MA MANIF		
			[redacted]	HUMBOLDT ALYTH	08200MA MANIF		
			[redacted]	ST PAUL ALYTH	08200MA MANIF		

At DRAKE 04976 ,from headend of train 293

Train Arr Local Time:1755	DOW: ,M,T,W,T, , ,			Train Dep Local Time:1755	DOW: ,M,T,W,T, , ,		Block
Inbound Block	Road Blk	BSwp		Outbound Block	Road Blk	BSwp	DOW
Origin Destination	BlkName Type	To	Event	Origin Destination	BlkName Type	From	Notes
GLENWOOD DRAKE	04976EG EGRAI		S/Off				
			[redacted]	ST PAUL MEDICINE HAT	07330MA MANIF		
			[redacted]	ST PAUL ALYTH	08200MA MANIF		
			[redacted]	HUMBOLDT ALYTH	08200MA MANIF		
			[redacted]	ST PAUL ALYTH	08200MA MANIF		

At MINOT 04985 ,from headend of train 293

Train Arr Local Time:1945	DOW: ,M,T,W,T, , ,			Train Dep Local Time:2030	DOW: ,M,T,W,T, , ,		Block
Inbound Block	Road Blk	BSwp		Outbound Block	Road Blk	BSwp	DOW
Origin Destination	BlkName Type	To	Event	Origin Destination	BlkName Type	From	Notes
			[redacted]	ST PAUL MEDICINE HAT	07330MA MANIF		
			Lift	MINOT ALYTH	08200MA MANIF		
			[redacted]	ST PAUL ALYTH	08200MA MANIF		
			[redacted]	HUMBOLDT ALYTH	08200MA MANIF		
			[redacted]	ST PAUL ALYTH	08200MA MANIF		

Business Rules and Design Notes for MINOT 04985:
Designed Departure: 6400 Feet, 6450 tons

At MEDICINE HAT 07330 ,from headend of train 293

Train Arr Local Time:1900	DOW: , ,T,W,T,F, ,			Train Dep Local Time:2020	DOW: , ,T,W,T,F, ,		Block
Inbound Block	Road Blk	BSwp		Outbound Block	Road Blk	BSwp	DOW
Origin Destination	BlkName Type	To	Event	Origin Destination	BlkName Type	From	Notes
ST PAUL MEDICINE HAT	07330MA MANIF		S/Off				
			[redacted]	MINOT ALYTH	08200MA MANIF		
			[redacted]	ST PAUL ALYTH	08200MA MANIF		
			[redacted]	HUMBOLDT ALYTH	08200MA MANIF		
			[redacted]	ST PAUL ALYTH	08200MA MANIF		

Business Rules and Design Notes for MEDICINE HAT 07330:
Designed Departure: 5400 Feet, 5700 tons

At ALYTH 08200 ,from headend of train 293

Train Arr Local Time:0240	DOW: , , ,W,T,F,S			Train Dep Local Time:	DOW:		Block
Inbound Block	Road Blk	BSwp		Outbound Block	Road Blk	BSwp	DOW
Origin Destination	BlkName Type	To	Event	Origin Destination	BlkName Type	From	Notes
MINOT ALYTH	08200MA MANIF		S/Off				
ST PAUL ALYTH	08200MA MANIF		S/Off				
HUMBOLDT ALYTH	08200MA MANIF		S/Off				
ST PAUL ALYTH	08200MA MANIF		S/Off				

Condensed Block to Train Activity

Train:293
Ver :7

*PUx = Pickup Blockswap
*SOx = Setoff Blockswap

Ord	Blk Orig	Blk Dest	Blk Name	S T A U L	H U M B O L D T	G L E N W O O D	E N D E R L I N	C A R R I N G T	H A R V E Y	D R A K E	M I N O T	M E D I C I N E	A L Y T H	MRail OCT07 Traf. File Est Feet
1	ST PAUL	GLENWOOD	04930MA	PU	>>>	SO								491
2	GLENWOOD	ENDERLIN	04955SH			PU	SO							399
3	GLENWOOD	ENDERLIN	04955EG			PU	SO							192
4	GLENWOOD	CARRINGT	04968SH			PU	>>>	SO						336
5	GLENWOOD	HARVEY	04973MA			PU	>>>	>>>	SO					237
6	GLENWOOD	DRAKE	04976EG			PU	>>>	>>>	>>>	SO				642
7	ST PAUL	MEDICINE	07330MA	PU	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO		1516
8	MINOT	ALYTH	08200MA								PU	>>>	SO	422
9	HUMBOLDT	GLENWOOD	04930MA		PU	SO								381
10	ST PAUL	ALYTH	08200MA			PU	>>>	>>>	>>>	>>>	>>>	>>>	SO	2095
11	HUMBOLDT	ALYTH	08200MA		PU	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO	481
12	ST PAUL	ALYTH	08200MA	PU	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO	2095

		Blks PU	3	2	6	0	0	0	0	1	0	0
		Blks SO	0	0	2	2	1	1	1	0	1	4
		Blks Thr	0	3	3	7	6	5	4	4	4	0
		Blks Dep	3	5	9	7	6	5	4	5	4	0
FSOP	Max *	Feet K	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5
Design		Tons K	4.4	4.4	7.3	7.3	7.3	7.3	7.3	6.4	5.7	5.7
Design		Feet K	4.0	4.0	7.1	7.1	7.1	7.1	7.1	6.4	5.4	5.4
OCT07	Average	Cars	65	79	128	118	112	108	96	104	79	0
OCT07	Average	Tons K	4.5	5.1	8.0	7.4	7.2	7.0	6.6	7.2	5.4	0.0
OCT07	Average	Feet K	4.1	5.0	8.0	7.4	7.1	6.8	6.2	6.6	5.1	0.0

Created: 16:30:16 9/6/2007 Scenario:M:\FALL_BIOP_2007\

Train Design
Integrated Operating Plan
Train: 295 Version:7
Bensenville - Alyth

Operates : Su Mo Tu We Th Fr Sa Scheduled

Effective (MM/DD/YYYY): 9/10/2007
Expires (MM/DD/YYYY): 3/30/2008

	Total	Stn	Sub	Albrta	Chicag	Non CP	Saskwn	StPaul
Transit (HHH:MM):	075:55	014:40	061:15	012:53	017:30	000:05	010:49	034:38
Av.Speed (MPH):	20.0		25.0	24.8	22.9	12.0	25.6	16.2
Distance (Miles):	1557.0			318.9	400.0	1.0	277.2	560.8
Crew Starts :	11			1	3	0	2	5
Work Locations :	4			2	2	0	0	0

Train Objectives

Objective: Train operates daily ex Bensenville to Alyth, handling Alyth manifest and finished autos.

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Anchor Blocks: Alyth manifest and finished autos.

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Power Design

Power: 2 AC44's F-R. Power cycles from Train 298. Power cycles to Train 473.

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Condensed Schedule for Train 295 Version 7

ARRIVE Clock HHMM	TZ	D	Elapse HHMM	DOW SMTWTFS	Station/Location	SA	Stn Time HHMM	DEPART Clock HHMM	TZ	D	Elapse HHMM	DOW SMTWTFS	F	W	C	I	L	D	MAX Length	Projected Typical Length	Tons	Run - Next HHMM	Miles
					BENSENVILLE	CH	0000	1400	CT	0	00000	YYYYYYY	F	W	C				8500	0	0	0335	79.7
1735	CT	0	00335	YYYYYYY	MILWAUKEE	CH	0150	1925	CT	0	00525	YYYYYYY		W	C				8500	0	0	0235	92.2
2200	CT	0	00800	YYYYYYY	PORTAGE	CH	0045	2245	CT	0	00845	YYYYYYY			C				8500	6200*	5166*	0335	103.0
0220	CT	1	01220	YYYYYYY	LA CROSSE	CH	0000	0220	CT	1	01220	YYYYYYY							8500	5500*	5250*	0035	6.8
0255	CT	1	01255	YYYYYYY	RIVER JCT WEST	CH	0000	0255	CT	1	01255	YYYYYYY							8500	5500	5250	0440	119.3
0735	CT	1	01735	YYYYYYY	ST PAUL	SP	0045	0820	CT	1	01820	YYYYYYY			C				7500	5500	5250	0755	130.9
1615	CT	1	02615	YYYYYYY	GLENWOOD	SP	0115	1730	CT	1	02730	YYYYYYY			C				7500	5500	5250	0510	136.9
2240	CT	1	03240	YYYYYYY	ENDERLIN	SP	0045	2325	CT	1	03325	YYYYYYY			C				7500	5500	5250	0545	139.2
0510	CT	2	03910	YYYYYYY	HARVEY	SP	0245	0755	CT	2	04155	YYYYYYY	F		C	I			7500	5500	5250	0105	23.0
0900	CT	2	04300	YYYYYYY	DRAKE	SP	0000	0900	CT	2	04300	YYYYYYY							7500	5500	5250	0535	130.7
1435	CT	2	04835	YYYYYYY	PORTAL	SP	0330	1705	ST	2	05205	YYYYYYY			C	I		D	6600	5500	5250	0520	165.2
2225	ST	2	05725	YYYYYYY	MOOSE JAW	SK	0115	2340	ST	2	05840	YYYYYYY	F		C				7000	5500	5250	0345	110.4
0325	ST	3	06225	YYYYYYY	SWIFT CURRENT	SK	0030	0355	MT	3	06255	YYYYYYY			C				7500	5500	5250	0455	138.8
0850	MT	3	06750	YYYYYYY	DUNMORE	AB	0000	0850	MT	3	06750	YYYYYYY							7500	5500	5250	0025	8.6
0915	MT	3	06815	YYYYYYY	MEDICINE HAT	AB	0120	1035	MT	3	06935	YYYYYYY		W	C				7500	5500	5250	0620	173.3
1655	MT	3	07555	YYYYYYY	ALYTH	AB								W					7500	5500	5250		

	F	W	C	I	L	D
Fuel						
Work Crew		W	C	I	L	D

Customs
Locomotive Svc
Perishable Insp

Lift and Setout Activity

At BENSENVILLE 04540 ,from headend of train 295

Train Arr Local Time:	DOW:				Train Dep Local Time:1400	DOW: S,M,T,W,T,F,S			Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
				[redacted]	BENSENVI OGDEN	08199FA	FAUTO		
					BENSENVI ALYTH	08200MA	MANIF		

At MILWAUKEE 04760 ,from headend of train 295

Train Arr Local Time:1735	DOW: S,M,T,W,T,F,S				Train Dep Local Time:1925	DOW: S,M,T,W,T,F,S			Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
				[redacted]	CLEARING ALYTH	08200MA	MANIF	497	
					MILWAUKE ALYTH	08200MA	MANIF		
					BENSENVI OGDEN	08199FA	FAUTO		
					BENSENVI ALYTH	08200MA	MANIF		

At MEDICINE HAT 07330 ,from headend of train 295

Train Arr Local Time:0915	DOW: S,M,T,W,T,F,S				Train Dep Local Time:1035	DOW: S,M,T,W,T,F,S			Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
				[redacted]	CLEARING ALYTH	08200MA	MANIF		
					MILWAUKE ALYTH	08200MA	MANIF		
BENSENVI OGDEN	08199FA	FAUTO	571	S/Off					
				[redacted]	BENSENVI ALYTH	08200MA	MANIF		

At ALYTH 08200 ,from headend of train 295

Train Arr Local Time:1655	DOW: S,M,T,W,T,F,S				Train Dep Local Time:	DOW:			Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
CLEARING ALYTH	08200MA	MANIF		S/Off					
MILWAUKE ALYTH	08200MA	MANIF		S/Off					
BENSENVI ALYTH	08200MA	MANIF		S/Off					

Condensed Block to Train Activity

Train:295 Ver :7 *PUx = Pickup Blockswap *SOx = Setoff Blockswap			BEN VI	MIL DEN	MED IAN	ALY	MRail OCT07 Traf. File Est Feet
Ord	Blk Orig	Blk Dest	Blk Name				
1	CLEARING	ALYTH	08200MA		PUx >>>	SO	3688
2	MILWAUKE	ALYTH	08200MA		>>>	SO	418
3	BENSENVI	OGDEN	08199FA	>>>	SOx		2009
4	BENSENVI	ALYTH	08200MA	>>>	>>>	SO	1793
			Blks PU	2	2	0	0
			Blks SO	0	0	1	3
			Blks Thr	0	2	3	0
			Blks Dep	2	4	3	0
FSOP	Max *		Feet K	8.5	8.5	7.5	7.5
Design			Tons K	0.0	0.0	5.3	5.3
Design			Feet K	0.0	0.0	5.5	5.5
OCT07	Average		Cars	48	111	90	0
OCT07	Average		Tons K	2.8	6.2	4.7	0.0
OCT07	Average		Feet K	3.8	7.9	5.9	0.0

Created: 16:30:17 9/6/2007 Scenario:M:\FALL_BIOP_2007\

Product Design [illegible] Railway - Ingenuity

Train Design
Integrated Operating Plan
Train: 298 Version:7
Alyth - Clearing BRC

Operates : Su Mo Tu We Th Fr Sa Scheduled Effective (MM/DD/YYYY): 9/10/2007
Expires (MM/DD/YYYY): 3/30/2008

	Total	Stn	Sub	Albrta	Chicag	Non CP	NE US	Saskwn	StPaul
Transit (HHH:MM):	084:20	022:10	062:10	012:45	018:28	000:58	000:00	014:55	037:14
Av.Speed (MPH):	18.0		25.0	25.1	22.3	7.9	0.0	18.5	15.1
Distance (Miles):	1576.0			320.6	411.1	7.6	0.0	275.6	561.6
Crew Starts :	10			2	1	0	0	2	5
Work Locations :	6			2	1	0	1	1	1

Train Objectives

Objective: Train operates daily ex Alyth to BRC Clearing handling Humboldt, St Paul and BRC Clearing manifest, as well as potash and grain.

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Anchor Blocks: Manifest, potash and grain traffic.

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Power Design

Power: 2 AC's F-R. Power cycles from Train 115. Power cycles to Train 295.

.

Condensed Schedule for Train 298 Version 7

ARRIVE Clock HHMM	TZ	D	Elapse HHMM	DOW SMTWTFS	Station/Location	SA	Stn Time DEPART Clock HHMM	TZ	D	Elapse HHMM	DOW SMTWTFS	F	W	C	I	L	D	MAX Length	Projected Typical Length	Tons	Run HHMM	Next Miles
					ALYTH	AB	0000	0400	MT	0	00000	YYYYYYY	F	W	C		L		7000	5500*	8600*	0015	7.7
0415	MT	0	00015	YYYYYYY	CALGARY IMS	AB	0000	0415	MT	0	00015	YYYYYYY							7000	5500	8600	0555	165.6
1010	MT	0	00610	YYYYYYY	MEDICINE HAT	AB	0035	1045	MT	0	00645	YYYYYYY			C				7000	5500	8600	0030	8.6
1115	MT	0	00715	YYYYYYY	DUNMORE	AB	0045	1200	MT	0	00800	YYYYYYY		W					7000	5500	8600	0445	138.8
1645	MT	0	01245	YYYYYYY	SWIFT CURRENT	SK	0030	1715	ST	0	01315	YYYYYYY			C				7000	5500	8600	0330	110.4
2045	ST	0	01645	YYYYYYY	MOOSE JAW	SK	0500	0145	ST	1	02145	YYYYYYY	F	W	C				7000	5500*	8890*	0545	165.1
0730	ST	1	02730	YYYYYYY	NORTH PORTAL	SK	0000	0730	ST	1	02730	YYYYYYY							7000	5500	8890	0010	.1
0740	ST	1	02740	YYYYYYY	PORTAL	SP	0320	1200	CT	1	03100	YYYYYYY			C			D	7500	5500	8890	0330	83.2
1530	CT	1	03430	YYYYYYY	MINOT	SP	0000	1530	CT	1	03430	YYYYYYY							7500	5500	8890	0250	70.5
1820	CT	1	03720	YYYYYYY	HARVEY	SP	0445	2305	CT	1	04205	YYYYYYY			C	I			7500	5500	8890	0145	44.1
0050	CT	2	04350	YYYYYYY	CARRINGTON	SP	0000	0050	CT	2	04350	YYYYYYY							7500	5500	8890	0335	95.1
0425	CT	2	04725	YYYYYYY	ENDERLIN	SP	0045	0510	CT	2	04810	YYYYYYY			C				7500	5500	8890	0540	136.9
1050	CT	2	05350	YYYYYYY	GLENWOOD	SP	0245	1335	CT	2	05635	YYYYYYY	F	W	C				7500	6800*	1150*	0620	115.8
1955	CT	2	06255	YYYYYYY	MINNEAPOLIS HUMB	SP	0000	1955	CT	2	06255	YYYYYYY							7500	6800	1150	0110	15.1
2105	CT	2	06405	YYYYYYY	ST PAUL	SP	0045	2150	CT	2	06450	YYYYYYY			C				8500	6800	1150	0810	229.1
0600	CT	3	07300	YYYYYYY	PORTAGE	CH	0045	0645	CT	3	07345	YYYYYYY			C				8500	6800	1150	0240	92.2
0925	CT	3	07625	YYYYYYY	MILWAUKEE	CH	0130	1055	CT	3	07755	YYYYYYY		W					8500	6800	1150	0355	79.7
1450	CT	3	08150	YYYYYYY	BENSENVILLE	CH	0045	1535	CT	3	08235	YYYYYYY							8500	6800	1150	0145	18.6
1720	CT	3	08420	YYYYYYY	CHICAGO CLEARING	NE								W					8500	6800	1150		

Fuel F D Customs
Work W L Locomotive Svc
Crew C I Perishable Insp

Lift and Setout Activity

At ALYTH 08200 ,from headend of train 298

Train Arr Local Time:	DOW:					Train Dep Local Time:0400	DOW: S,M,T,W,T,F,S			Block
Inbound Block	Road	Blk	BSwp			Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event		Origin Destination	BlkName	Type	From	Notes
				Lift		ALYTH ST PAUL	04850MA	MANIF		
				Lift		ALYTH CHICAGO CLEARING	00498MA	MANIF		
				Lift		SCOTFORD CHGO BARR YARD	00516SU	SULF	* 1	

Business Rules and Design Notes for ALYTH 08200:
Designed Departure: 5500 Feet, 8600 tons

Block Swap Notes:
* 1 swaps from 260 :262 :264 :

At DUNMORE 07325 ,from headend of train 298

Train Arr Local Time:1115	DOW: S,M,T,W,T,F,S					Train Dep Local Time:1200	DOW: S,M,T,W,T,F,S			Block
Inbound Block	Road	Blk	BSwp			Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event		Origin Destination	BlkName	Type	From	Notes
				Lift		MEDICINE MINNEAPOLIS HUMBOLD	04871MA	MANIF	* 1	
				Lift		LAMB WES ST PAUL	04850MA	MANIF	574	
				Lift		MEDICINE ST PAUL	04850MA	MANIF	* 2	
				[illegible]		ALYTH ST PAUL	04850MA	MANIF		
				[illegible]		ALYTH CHICAGO CLEARING	00498MA	MANIF		
				[illegible]		SCOTFORD CHGO BARR YARD	00516SU	SULF		

Business Rules and Design Notes for DUNMORE 07325:

Block Swap Notes:
* 1 swaps from C24 :C27 :
* 2 swaps from C24 :C27 :

At MOOSE JAW 06300 ,from headend of train 298

Train Arr Local Time:2045	DOW: S,M,T,W,T,F,S					Train Dep Local Time:0145	DOW: S,M,T,W,T,F,S			Block
Inbound Block	Road	Blk	BSwp			Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event		Origin Destination	BlkName	Type	From	Notes
				Lift		MOOSE JA CHICAGO CLEARING	00498GR	GRAIN		
				Lift		BELLE PL CHICAGO CLEARING	00498PO	POTSH	* 1	
				[illegible]		MEDICINE MINNEAPOLIS HUMBOLD	04871MA	MANIF		
				[illegible]		LAMB WES ST PAUL	04850MA	MANIF		
				[illegible]		MEDICINE ST PAUL	04850MA	MANIF		
				[illegible]		ALYTH ST PAUL	04850MA	MANIF		
				[illegible]		ALYTH CHICAGO CLEARING	00498MA	MANIF		
				[illegible]		SCOTFORD CHGO BARR YARD	00516SU	SULF		

Business Rules and Design Notes for MOOSE JAW 06300:
Designed Departure: 5500 Feet, 8890 tons

Block Swap Notes:
* 1 swaps from K33 :K49 :

At HARVEY 04973 ,from headend of train 298

Train Arr Local Time:1820	DOW: S,M,T,W,T,F,S					Train Dep Local Time:2305	DOW: S,M,T,W,T,F,S			Block
Inbound Block	Road	Blk	BSwp			Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event		Origin Destination	BlkName	Type	From	Notes
				[illegible]		MOOSE JA CHICAGO CLEARING	00498GR	GRAIN		
				[illegible]		BELLE PL CHICAGO CLEARING	00498PO	POTSH		
				[illegible]		MEDICINE MINNEAPOLIS HUMBOLD	04871MA	MANIF		
				[illegible]		LAMB WES ST PAUL	04850MA	MANIF		
				[illegible]		MEDICINE ST PAUL	04850MA	MANIF		
				[illegible]		ALYTH ST PAUL	04850MA	MANIF		
				[illegible]		ALYTH CHICAGO CLEARING	00498MA	MANIF		
				[illegible]		SCOTFORD CHGO BARR YARD	00516SU	SULF		

Business Rules and Design Notes for HARVEY 04973:
1000 mile inspection.

At GLENWOOD 04930 ,from headend of train 298

Train Arr Local Time:1050 DOW: S,M,T,W,T,F,S						Train Dep Local Time:1335 DOW: S,M,T,W,T,F,S					
Inbound Block		Road	Blk	BSwp		Outbound Block		Road	Blk	BSwp	Block DOW
Origin	Destination	BlkName	Type	To	Event	Origin	Destination	BlkName	Type	From	Notes
					[redacted]	MOOSE JA	CHICAGO CLEARING	00498GR	GRAIN		
						BELLE PL	CHICAGO CLEARING	00498PO	POTSH		
MEDICINE	MINNEAPOLIS HUMBOLD	04871MA	MANIF	490	S/Off						
LAMB WES	ST PAUL	04850MA	MANIF	* 1	S/Off						
MEDICINE	ST PAUL	04850MA	MANIF	* 2	S/Off						
ALYTH	ST PAUL	04850MA	MANIF	* 3	S/Off						
					[redacted]	NORCO	CHICAGO CLEARING	00498PO	POTSH	* 4	
						BREDENBU	CHICAGO CLEARING	00498PO	POTSH	* 5	
						VADE	CHICAGO CLEARING	00498PO	POTSH	* 6	
						WINNIPEG	CHICAGO CLEARING	00498MA	MANIF	* 7	
						ALYTH	CHICAGO CLEARING	00498MA	MANIF		
						SCOTFORD	CHGO BARR YARD	00516SU	SULF		

Business Rules and Design Notes for GLENWOOD 04930:
Designed Departure: 6800 Feet, 1150 tons

Block Swap Notes:
* 4 swaps from 290 :490 :
* 5 swaps from 290 :490 :
* 6 swaps from 290 :490 :
* 7 swaps from 290 :490 :

* 1 swaps to 290 :490 :
* 2 swaps to 290 :490 :
* 3 swaps to 290 :490 :

At MILWAUKEE 04760 ,from headend of train 298

Train Arr Local Time:0925 DOW: S,M,T,W,T,F,S						Train Dep Local Time:1055 DOW: S,M,T,W,T,F,S					
Inbound Block		Road	Blk	BSwp		Outbound Block		Road	Blk	BSwp	Block DOW
Origin	Destination	BlkName	Type	To	Event	Origin	Destination	BlkName	Type	From	Notes
					[redacted]	MILWAUKE	CHICAGO CLEARING	00498MA	MANIF		
						MOOSE JA	CHICAGO CLEARING	00498GR	GRAIN		
						BELLE PL	CHICAGO CLEARING	00498PO	POTSH		
						NORCO	CHICAGO CLEARING	00498PO	POTSH		
						BREDENBU	CHICAGO CLEARING	00498PO	POTSH		
						VADE	CHICAGO CLEARING	00498PO	POTSH		
						WINNIPEG	CHICAGO CLEARING	00498MA	MANIF		
						ALYTH	CHICAGO CLEARING	00498MA	MANIF		
						SCOTFORD	CHGO BARR YARD	00516SU	SULF		

At CHICAGO CLEARING 00498 ,from headend of train 298

Train Arr Local Time:1720 DOW: S,M,T,W,T,F,S						Train Dep Local Time: DOW:					Block
Inbound Block		Road	Blk	BSwp		Outbound Block		Road	Blk	BSwp	DOW
Origin	Destination	BlkName	Type	To	Event	Origin	Destination	BlkName	Type	From	Notes
MILWAUKE	CHICAGO CLEARING	00498MA	MANIF		S/Off						
MOOSE JA	CHICAGO CLEARING	00498GR	GRAIN		S/Off						
BELLE PL	CHICAGO CLEARING	00498PO	POTSH		S/Off						
NORCO	CHICAGO CLEARING	00498PO	POTSH		S/Off						
BREDENBU	CHICAGO CLEARING	00498PO	POTSH		S/Off						
VADE	CHICAGO CLEARING	00498PO	POTSH		S/Off						
WINNIPEG	CHICAGO CLEARING	00498MA	MANIF		S/Off						
ALYTH	CHICAGO CLEARING	00498MA	MANIF		S/Off						
SCOTFORD	CHGO BARR YARD	00516SU	SULF	* 1	S/Off						

Business Rules and Design Notes for CHICAGO CLEARING 00498:

Block Swap Notes:
* 1 swaps to

Condensed Block to Train Activity

Train:298
Ver :7

*PUx = Pickup Blockswap
*SOx = Setoff Blockswap

Ord	Blk Orig	Blk Dest	Blk Name	A L Y T H	D U N M O R E	M O O S E J A	G L E N O K	M I L L I A	C L E A R	MRail OCT07 Traf. File Est Feet
1	MILWAUKE	CLEARING	00498MA						SO	336
2	MOOSE JA	CLEARING	00498GR				>>>	>>>	SO	44
3	BELLE PL	CLEARING	00498PO			PUx	>>>	>>>	SO	465
4	MEDICINE	HUMBOLDT	04871MA		PUx	>>>	SOx			360
5	LAMB WES	ST PAUL	04850MA		PUx	>>>	SOx			116
6	MEDICINE	ST PAUL	04850MA		PUx	>>>	SOx			239
7	ALYTH	ST PAUL	04850MA		>>>	>>>	SOx			2980
8	NORCO	CLEARING	00498PO				PUx	>>>	SO	514
9	BREDENBU	CLEARING	00498PO				PUx	>>>	SO	742
10	VADE	CLEARING	00498PO				PUx	>>>	SO	30
11	WINNIPEG	CLEARING	00498MA				PUx	>>>	SO	813
12	ALYTH	CLEARING	00498MA		>>>	>>>	>>>	>>>	SO	2585
13	SCOTFORD	BARR YAR	00516SU	PUx	>>>	>>>	>>>	>>>	SO	1

		Blks PU	3	3	2	4	1	0
		Blks SO	0	0	0	4	0	9
		Blks Thr	0	3	6	4	8	0
		Blks Dep	3	6	8	8	9	0
FSOP	Max *	Feet K	7.0	7.0	7.0	7.5	8.5	8.5
Design		Tons K	8.6	8.6	8.9	1.1	1.1	1.1
Design		Feet K	5.5	5.5	5.5	6.8	6.8	6.8
OCT07	Average	Cars	85	95	104	84	90	0
OCT07	Average	Tons K	8.6	9.8	***	9.9	***	0.0
OCT07	Average	Feet K	5.6	6.3	6.8	5.2	5.5	0.0

Created: 16:30:19 9/6/2007 Scenario:M:\FALL_BIOP_2007\
Product Design Canadian Pacific Railway Ingenuity

Train Design
Integrated Operating Plan
Train: 482 Version:7
Superior - St Paul

Operates : __ __ Tu __ Th __ Sa Scheduled

Effective (MM/DD/YYYY): 9/10/2007
Expires (MM/DD/YYYY): 3/30/2008

	Total	Stn	Sub	Non CP	StPaul
Transit (HHH:MM):	005:50	000:00	005:50	000:05	005:45
Av.Speed (MPH):	26.0		26.0	30.2	26.9
Distance (Miles):	157.0			2.5	154.9
Crew Starts :	1			0	1
Work Locations :	2			0	2

Train Objectives

Objective: Operates ex Superior to St Paul, handling manifest traffic for St Paul and Glenwood.

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Anchor Blocks: Manifest.

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Power Design

Power: 2 SD90's F-R. Power cycles from and to Train 493.

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Condensed Schedule for Train 482 Version 7

ARRIVE Clock HHMM	TZ	D	Elapse HHHMM	DOW SMTWTFS	Station/Location	SA	Stn Time HHMM	DEPART Clock HHMM	TZ	D	Elapse HHHMM	DOW SMTWTFS	F	W	C	I	L	D	MAX Length	Projected Typical Length	Tons	Run - Next HHMM	Miles
					SUPERIOR	SP	0000	2000	CT	0	00000	NNYNYNY		W	C		L		8500	4500*	7523*	0015	6.4
2015	CT	0	00015	NYNYNYN	POKEGAMA	FN	0000	2015	CT	0	00015	NYNYNYN							8500	4500	7523	0515	146.1
0130	CT	1	00530	NNYNYNY	STP SOO JCT	SP	0000	0130	CT	1	00530	NNYNYNY							8500	4500	7523	0015	3.0
0145	CT	1	00545	NNYNYNY	HOFFMAN ST PAUL	SP	0000	0145	CT	1	00545	NNYNYNY							8500	4500	7523	0005	1.9
0150	CT	1	00550	NNYNYNY	ST PAUL	SP								W					8500	4500	7523		

	F	W	C	I	L	D
Fuel						
Work Crew		W	C	I	L	
Customs Locomotive Perishable						D
Svc Insp						

Lift and Setout Activity

At SUPERIOR 00817 ,from headend of train 482

Train Arr Local Time:	DOW:					Train Dep Local Time:2000	DOW: , ,T, ,T, ,S			Block
Inbound Block	Road	Blk		BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type		To	Event	Origin Destination	BlkName	Type	From	Notes
					Lift	SUPERIOR ST PAUL	04850MA	MANIF		
					Lift	SUPERIOR GLENWOOD	04930MA	MANIF		

Business Rules and Design Notes for SUPERIOR 00817:
Designed Departure: 4500 Feet, 7523 tons

At ST PAUL 04850 ,from headend of train 482

Train Arr Local Time:0150	DOW: , ,T, ,T, ,S					Train Dep Local Time:	DOW:			Block
Inbound Block	Road	Blk		BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type		To	Event	Origin Destination	BlkName	Type	From	Notes
SUPERIOR ST PAUL	04850MA	MANIF			S/Off					
SUPERIOR GLENWOOD	04930MA	MANIF		491	S/Off					

Condensed Block to Train Activity

Train:482				S	S	MRail
Ver :7				U	T	OCT07
				P		Traf.
*PUx = Pickup Blockswap				E	P	File
*SOx = Setoff Blockswap				R	A	
				I	U	
				O	L	Est
Ord	Blk Orig	Blk Dest	Blk Name	R		Feet
1	SUPERIOR	ST PAUL	04850MA	[redacted]	SO	5586
2	SUPERIOR	GLENWOOD	04930MA	[redacted]	[redacted]	485
			Blks PU	2	0	
			Blks SO	0	2	
			Blks Thr	0	0	
			Blks Dep	2	0	
FSOP	Max *		Feet K	8.5	8.5	
Design			Tons K	7.5	7.5	
Design			Feet K	4.5	4.5	
OCT07	Average		Cars	100	0	
OCT07	Average		Tons K	9.8	0.0	
OCT07	Average		Feet K	6.1	0.0	

Created: 16:31:25 9/6/2007 Scenario:M:\FALL_BIOP_2007\

Train Design
Integrated Operating Plan
Train: 483 Version:7
St Paul - Superior

Operates : __ Mo __ We __ Fr __ Scheduled

Effective (MM/DD/YYYY): 9/10/2007
Expires (MM/DD/YYYY): 3/30/2008

	Total	Stn	Sub	Non CP	StPaul
Transit (HHH:MM):	005:45	000:00	005:45	000:05	005:40
Av.Speed (MPH):	27.0		27.0	30.2	27.3
Distance (Miles):	157.0			2.5	154.9
Crew Starts :	1			0	1
Work Locations :	2			0	2

Train Objectives

Objective: Operates ex St Paul to Superior, handling Superior manifest traffic.

Anchor Blocks: Manifest.

Power Design

Power: 2 SD40's. Power cycles from and to Train 482.

Condensed Schedule for Train 483 Version 7

ARRIVE Clock HHMM	TZ	D	Elapse HHMM	DOW SMTWTFS	Station/Location	Stn Time SA	DEPART Clock HHMM	TZ	D	Elapse HHMM	DOW SMTWTFS	F	W	C	I	L	D	MAX Length	Projected Typical Length	Tons	Run - Next HHMM	Miles
					ST PAUL	SP 0000	2100	CT	0	00000	NYNYNYN	F	W	C				8500	4500*	4755*	0010	1.9
2110	CT	0	00010	YNYNYNN	HOFFMAN ST PAUL	SP 0000	2110	CT	0	00010	YNYNYNN							8500	4500	4755	0010	3.0
2120	CT	0	00020	YNYNYNN	STP SOO JCT	SP 0000	2120	CT	0	00020	YNYNYNN							8500	4500	4755	0040	11.6
2200	CT	0	00100	YNYNYNN	NORTHTOWN	SP 0000	2200	CT	0	00100	YNYNYNN							8500	4500	4755	0435	134.5
0235	CT	1	00535	NYNYNYN	POKEGAMA	FN 0000	0235	CT	1	00535	NYNYNYN							8500	4500	4755	0010	6.4
0245	CT	1	00545	NYNYNYN	SUPERIOR	SP							W			L		8500	4500	4755		

	Fuel	F			D	Customs
	Work		W	L		Locomotive Svc
	Crew		C	I		Perishable Insp

Lift and Setout Activity

At ST PAUL 04850 ,from headend of train 483

Train Arr Local Time:	DOW:				Train Dep Local Time:2100	DOW: ,M, ,W, ,F, ,			Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
				[redacted]	ST PAUL SUPERIOR	00817MA	MANIF		

Business Rules and Design Notes for ST PAUL 04850:
Designed Departure: 4500 Feet, 4755 tons

At SUPERIOR 00817 ,from headend of train 483

Train Arr Local Time:0245	DOW: ,M, ,W, ,F, ,				Train Dep Local Time:	DOW:			Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
ST PAUL SUPERIOR	00817MA	MANIF		S/Off					

Condensed Block to Train Activity

Train:483
Ver :7

*PUx = Pickup Blockswap
*SOx = Setoff Blockswap

Ord	Blk Orig	Blk Dest	Blk Name		S T A U L	S U P I O R	MRail OCT07 Traf. File Est Feet
1	ST PAUL	SUPERIOR	00817MA			SO	5508
				Blks PU	1		0
				Blks SO	0		1
				Blks Thr	0		0
				Blks Dep	1		0
	FSOP	Max *		Feet K	8.5		8.5
	Design			Tons K	4.8		4.8
	Design			Feet K	4.5		4.5
	OCT07	Average		Cars	92		0
	OCT07	Average		Tons K	5.4		0.0
	OCT07	Average		Feet K	5.5		0.0

Created: 16:31:25 9/6/2007 Scenario:M:\FALL_BIOP_2007\

Train Design
Integrated Operating Plan
Train: 486 Version:7
St Paul - BRC Clearing

Operates : Su Mo Tu We Th Fr Sa Scheduled

Effective (MM/DD/YYYY): 9/10/2007
Expires (MM/DD/YYYY): 3/30/2008

	Total	Stn	Sub	Chicag	Non CP	Manito	StPaul
Transit (HHH:MM):	022:50	006:20	016:30	021:48	000:58	000:00	000:04
Av.Speed (MPH):	18.0		25.0	18.9	7.9	0.0	13.4
Distance (Miles):	419.0			411.1	7.6	0.0	.9
Crew Starts :	3			2	0	0	1
Work Locations :	9			7	0	1	1

Train Objectives

Objective: Operates daily ex St Paul to BRC Clearing handling manifest traffic to La Crosse, Milwaukee, and BRC Clearing.

Anchor Blocks: Milwaukee & BRC Clearing manifest.

Power Design

Power: 2 SD40's F-R. Power cycles from and to Train 287.

Condensed Schedule for Train 486 Version 7

ARRIVE Clock HHMM	TZ	D	Elapse HHHMM	DOW SMTWTFS	Station/Location	SA	Stn Time HHMM	DEPART Clock HHMM	TZ	D	Elapse HHHMM	DOW SMTWTFS	F	W	C	I	L	D	MAX Length	Projected Typical Length	Tons	Run - Next HHMM	Miles
					ST PAUL	SP	0000	0105	CT	0	00000	YYYYYYY	F	W	C				8500	3000*	4563*	0420	122.4
0525	CT	0	00420	YYYYYYY	RIVER JCT	CH	0000	0525	CT	0	00420	YYYYYYY							8500	3000	4563	0025	3.7
0550	CT	0	00445	YYYYYYY	LA CROSSE	CH	0130	0720	CT	0	00615	YYYYYYY		W					8500	3000	4563	0210	55.2
0930	CT	0	00825	YYYYYYY	CAMP DOUGLAS	CH	0000	0930	CT	0	00825	YYYYYYY		W					8500	3000	4563	0015	11.7
0945	CT	0	00840	YYYYYYY	MAUSTON	CH	0000	0945	CT	0	00840	YYYYYYY		W					8500	3000	4563	0020	10.6
1005	CT	0	00900	YYYYYYY	LYNDON	CH	0000	1005	CT	0	00900	YYYYYYY		W					8500	3000	4563	0015	8.6
1020	CT	0	00915	YYYYYYY	WISCONSIN DELLS	CH	0000	1020	CT	0	00915	YYYYYYY		W					8500	3000	4563	0025	16.9
1045	CT	0	00940	YYYYYYY	PORTAGE	CH	0215	1300	CT	0	01155	YYYYYYY		W	C				8500	3000	4563	0240	92.2
1540	CT	0	01435	YYYYYYY	MILWAUKEE	CH	0235	1815	CT	0	01710	YYYYYYY		W	C		L		8500	3500*	5324*	0355	79.7
2210	CT	0	02105	YYYYYYY	BENSENVILLE	CH	0000	2210	CT	0	02105	YYYYYYY							8500	3500	5324	0025	9.1
2235	CT	0	02130	YYYYYYY	CRAGIN JUNCTION	CH	0000	2235	CT	0	02130	YYYYYYY							8500	3500	5324	0120	9.5
2355	CT	0	02250	YYYYYYY	CHICAGO CLEARING	MA								W					8500	3500	5324		

Fuel F D Customs
Work W L Locomotive Svc
Crew C I Perishable Insp

Lift and Setout Activity

At ST PAUL 04850 ,from headend of train 486

Train Arr Local Time:	DOW:				Train Dep Local Time:0105	DOW: S,M,T,W,T,F,S			Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
				Lift	ST PAUL LA CROSSE	04817MA	MANIF		
				Lift	ST PAUL MILWAUKEE	04760MA	MANIF		
				Lift	DRAKE MILWAUKEE	04760GD	GDOM	496	
				Lift	KENMARE MILWAUKEE	04760GD	GDOM	496	
				Lift	T R FALL MILWAUKEE	04760GR	GRAIN	* 1	
				Lift	ST PAUL CHICAGO CLEARING	00498MA	MANIF		

Business Rules and Design Notes for ST PAUL 04850:
Designed Departure: 3000 Feet, 4563 tons

Block Swap Notes:
* 1 swaps from 290 :490 :

At LA CROSSE 04817 ,from headend of train 486

Train Arr Local Time:0550	DOW: S,M,T,W,T,F,S				Train Dep Local Time:0720	DOW: S,M,T,W,T,F,S			Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
ST PAUL LA CROSSE	04817MA	MAN1F		S/Off					
				Lift	LA CROSS CHICAGO CLEARING	00498MA	MANIF		
				Lift	LA CROSS CAMP DOUGLAS	04802SH	SHORT		
				Lift	LA CROSS MAUSTON	04799SH	SHORT		
				Lift	LA CROSS LYNDON	04796SH	SHORT		
				Lift	LA CROSS WISCONSIN DELLS	04794SH	SHORT		
				Lift	LA CROSS PORTAGE	04792SH	SHORT		
				Lift	LA CROSS MILWAUKEE	04760MA	MANIF		
				[redacted]	ST PAUL MILWAUKEE	04760MA	MANIF		
				[redacted]	DRAKE MILWAUKEE	04760GD	GDOM		
				[redacted]	KENMARE MILWAUKEE	04760GD	GDOM		
				[redacted]	T R FALL MILWAUKEE	04760GR	GRAIN		
				[redacted]	ST PAUL CHICAGO CLEARING	00498MA	MANIF		

At CAMP DOUGLAS 04802 ,from headend of train 486

Train Arr Local Time:0930	DOW: S,M,T,W,T,F,S				Train Dep Local Time:0930	DOW: S,M,T,W,T,F,S			Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
				[redacted]	LA CROSS CHICAGO CLEARING	00498MA	MANIF		
LA CROSS CAMP DOUGLAS	04802SH	SHORT		S/Off					
				[redacted]	LA CROSS MAUSTON	04799SH	SHORT		
				[redacted]	LA CROSS LYNDON	04796SH	SHORT		
				[redacted]	LA CROSS WISCONSIN DELLS	04794SH	SHORT		
				[redacted]	LA CROSS PORTAGE	04792SH	SHORT		
				[redacted]	LA CROSS MILWAUKEE	04760MA	MANIF		
				[redacted]	ST PAUL MILWAUKEE	04760MA	MANIF		
				[redacted]	DRAKE MILWAUKEE	04760GD	GDOM		
				[redacted]	KENMARE MILWAUKEE	04760GD	GDOM		
				[redacted]	T R FALL MILWAUKEE	04760GR	GRAIN		
				[redacted]	ST PAUL CHICAGO CLEARING	00498MA	MANIF		

At MAUSTON 04799 ,from headend of train 486

Train Arr Local Time:0945	DOW: S,M,T,W,T,F,S				Train Dep Local Time:0945	DOW: S,M,T,W,T,F,S			Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
				[redacted]	LA CROSS CHICAGO CLEARING	00498MA	MANIF		
LA CROSS MAUSTON	04799SH	SHORT		S/Off					
				[redacted]	LA CROSS LYNDON	04796SH	SHORT		
				[redacted]	LA CROSS WISCONSIN DELLS	04794SH	SHORT		
				[redacted]	LA CROSS PORTAGE	04792SH	SHORT		
				[redacted]	LA CROSS MILWAUKEE	04760MA	MANIF		
				[redacted]	ST PAUL MILWAUKEE	04760MA	MANIF		
				[redacted]	DRAKE MILWAUKEE	04760GD	GDOM		
				[redacted]	KENMARE MILWAUKEE	04760GD	GDOM		
				[redacted]	T R FALL MILWAUKEE	04760GR	GRAIN		
				[redacted]	ST PAUL CHICAGO CLEARING	00498MA	MANIF		

At LYNDON 04796 ,from headend of train 486

Train Arr Local Time:1005	DOW: S,M,T,W,T,F,S				Train Dep Local Time:1005	DOW: S,M,T,W,T,F,S			Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
					LA CROSS CHICAGO CLEARING	00498MA	MANIF		
LA CROSS LYNDON	04796SH	SHORT		S/Off					
					LA CROSS WISCONSIN DELLS	04794SH	SHORT		
					LA CROSS PORTAGE	04792SH	SHORT		
					LA CROSS MILWAUKEE	04760MA	MANIF		
					ST PAUL MILWAUKEE	04760MA	MANIF		
					DRAKE MILWAUKEE	04760GD	GDOM		
					KENMARE MILWAUKEE	04760GD	GDOM		
					T R FALL MILWAUKEE	04760GR	GRAIN		
					ST PAUL CHICAGO CLEARING	00498MA	MANIF		

At WISCONSIN DELLS 04794 ,from headend of train 486

Train Arr Local Time:1020	DOW: S,M,T,W,T,F,S				Train Dep Local Time:1020	DOW: S,M,T,W,T,F,S			Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
					LA CROSS CHICAGO CLEARING	00498MA	MANIF		
LA CROSS WISCONSIN DELLS	04794SH	SHORT		S/Off					
					LA CROSS PORTAGE	04792SH	SHORT		
					LA CROSS MILWAUKEE	04760MA	MANIF		
					ST PAUL MILWAUKEE	04760MA	MANIF		
					DRAKE MILWAUKEE	04760GD	GDOM		
					KENMARE MILWAUKEE	04760GD	GDOM		
					T R FALL MILWAUKEE	04760GR	GRAIN		
					ST PAUL CHICAGO CLEARING	00498MA	MANIF		

At PORTAGE 04792 ,from headend of train 486

Train Arr Local Time:1045	DOW: S,M,T,W,T,F,S				Train Dep Local Time:1300	DOW: S,M,T,W,T,F,S			Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
					LA CROSS CHICAGO CLEARING	00498MA	MANIF		
LA CROSS PORTAGE	04792SH	SHORT		S/Off					
					PORTAG CHICAGO CLEARING	00498MA	MANIF		
					PORTAG MILWAUKEE	04760MA	MANIF		
					LA CROSS MILWAUKEE	04760MA	MANIF		
					ST PAUL MILWAUKEE	04760MA	MANIF		
					DRAKE MILWAUKEE	04760GD	GDOM		
					KENMARE MILWAUKEE	04760GD	GDOM		
					T R FALL MILWAUKEE	04760GR	GRAIN		
					ST PAUL CHICAGO CLEARING	00498MA	MANIF		

At MILWAUKEE 04760 ,from headend of train 486

Train Arr Local Time:1540	DOW: S,M,T,W,T,F,S				Train Dep Local Time:1815	DOW: S,M,T,W,T,F,S			Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
					LA CROSS CHICAGO CLEARING	00498MA	MANIF		
					PORTAG CHICAGO CLEARING	00498MA	MANIF		
PORTAG MILWAUKEE	04760MA	MANIF		S/Off					
LA CROSS MILWAUKEE	04760MA	MANIF		S/Off					
ST PAUL MILWAUKEE	04760MA	MANIF		S/Off					
DRAKE MILWAUKEE	04760GD	GDOM		S/Off					
KENMARE MILWAUKEE	04760GD	GDOM		S/Off					
T R FALL MILWAUKEE	04760GR	GRAIN		S/Off					
					MILWAUKE CHICAGO CLEARING	00498MA	MANIF		
					ST PAUL CHICAGO CLEARING	00498MA	MANIF		

Business Rules and Design Notes for MILWAUKEE 04760:
Designed Departure: 3500 Feet, 5324 tons

At CHICAGO CLEARING 00498 ,from headend of train 486

Train Arr Local Time:2355	DOW: S,M,T,W,T,F,S				Train Dep Local Time:	DOW:			Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
LA CROSS CHICAGO CLEARING	00498MA	MANIF		S/Off					
PORTAG CHICAGO CLEARING	00498MA	MANIF		S/Off					
MILWAUKE CHICAGO CLEARING	00498MA	MANIF		S/Off					
ST PAUL CHICAGO CLEARING	00498MA	MANIF		S/Off					

Condensed Block to Train Activity

Ord	Blk Orig	Blk Dest	Blk Name	S T A U L	L A C O S	C A M P O	M A U S O	L Y N N	W I S C	P O R T	M I L W	C L E A	MRail OCT07 Traf. File Est Feet
	Train:486												
	Ver :7												
	*PUx = Pickup Blockswap			P A S S	C R O S	P D O	S T O	D O N	D E	T A G	W A U K	E R	
	*SOx = Setoff Blockswap												
1	ST PAUL	LA CROSS	04817MA		SO								1012
2	LA CROSS	CLEARING	00498MA			>>>	>>>	>>>	>>>	>>>	>>>	SO	465
3	LA CROSS	CAMPDOUG	04802SH			SO							
4	LA CROSS	MAUSTON	04799SH			>>>	SO						
5	LA CROSS	LYNDON	04796SH			>>>	>>>	SO					1
6	LA CROSS	WIS DELL	04794SH			>>>	>>>	>>>	SO				
7	LA CROSS	PORTAG	04792SH			>>>	>>>	>>>	>>>	SO			190
8	PORTAG	CLEARING	00498MA								>>>	SO	663
9	PORTAG	MILWAUKE	04760MA								SO		491
10	LA CROSS	MILWAUKE	04760MA			>>>	>>>	>>>	>>>	>>>	SO		312
11	ST PAUL	MILWAUKE	04760MA		>>>	>>>	>>>	>>>	>>>	>>>	SO		1851
12	DRAKE	MILWAUKE	04760GD	PUx	>>>	>>>	>>>	>>>	>>>	>>>	SO		3
13	KENMARE	MILWAUKE	04760GD	PUx	>>>	>>>	>>>	>>>	>>>	>>>	SO		35
14	T R FALL	MILWAUKE	04760GR	PUx	>>>	>>>	>>>	>>>	>>>	>>>	SO		187
15	MILWAUKE	CLEARING	00498MA									SO	336
16	ST PAUL	CLEARING	00498MA		>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO	2496
			Blks PU	6	7	0	0	0	0	2	1	0	
			Blks SO	0	1	1	1	1	1	1	6	4	
			Blks Thr	0	5	11	10	9	8	7	3	0	
			Blks Dep	6	12	11	10	9	8	9	4	0	
FSOP	Max *		Feet K	8.5	8.5	8.5	8.5	8.5	8.5	8.5	8.5	8.5	
Design			Tons K	4.6	4.6	4.6	4.6	4.6	4.6	4.6	5.3	5.3	
Design			Feet K	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.5	3.5	
OCT07	Average		Cars	92	92	92	92	92	92	110	64	0	
OCT07	Average		Tons K	8.8	9.0	9.0	9.0	9.0	9.0	***	5.8	0.0	
OCT07	Average		Feet K	5.6	5.5	5.5	5.5	5.5	5.5	6.5	4.0	0.0	

Created: 16:31:27 9/6/2007 Scenario:M:\FALL_BIOP_2007\

Train Design
Integrated Operating Plan
Train: 490 Version:7
Winnipeg - St Paul

Operates : Su Mo Tu We Th Fr Sa Scheduled

Effective (MM/DD/YYYY): 9/10/2007
Expires (MM/DD/YYYY): 3/30/2008

	Total	Stn	Sub	Manito	StPaul
Transit (HHH:MM):	031:30	011:40	019:50	003:05	028:25
Av.Speed (MPH):	14.0		23.0	21.2	14.0
Distance (Miles):	462.0			65.3	397.1
Crew Starts :	4			1	3
Work Locations :	18			10	8

Train Objectives

Objective: Operates daily ex Winnipeg to St Paul handling St Paul manifest, potash and grain.

Anchor: Manifest and potash.

Power Design

Power: 2 AC's F-R. Power cycles from Train 452. Power cycles to Train 491.

Add Glenwood power from Train 599, 2 LOA.

Condensed Schedule for Train 490 Version 7

ARRIVE Clock HHMM	TZ	D	Elapse HHMM	DOW SMTWTFS	Station/Location	SA	Stn Time HHMM	DEPART Clock HHMM	TZ	D	Elapse HHMM	DOW SMTWTFS	F	W	C	I	L	D	MAX Length	Projected Typical Length	Tons	Run - Next HHMM	Miles
					WINNIPEG	MA	0000	0400	CT	0	00000	YYYYYYY	F	W	C				7300	7000*	11475*	0025	10.5
0425	CT	0	00025	YYYYYYY	GRANDE POINTE	MA	0000	0425	CT	0	00025	YYYYYYY		W					7300	7000	11475	0030	11.7
0455	CT	0	00055	YYYYYYY	NIVERVILLE	MA	0000	0455	CT	0	00055	YYYYYYY		W					7300	7000	11475	0025	7.5
0520	CT	0	00120	YYYYYYY	OTTERBURNE	MA	0000	0520	CT	0	00120	YYYYYYY		W					7300	7000	11475	0010	3.7
0530	CT	0	00130	YYYYYYY	CAREY	MA	0000	0530	CT	0	00130	YYYYYYY		W					7300	7000	11475	0010	4.8
0540	CT	0	00140	YYYYYYY	DUFROST	MA	0000	0540	CT	0	00140	YYYYYYY		W					7300	7000	11475	0030	8.9
0610	CT	0	00210	YYYYYYY	ARNAUD	MA	0000	0610	CT	0	00210	YYYYYYY		W					7300	7000	11475	0025	8.0
0635	CT	0	00235	YYYYYYY	DOMINION CITY	MA	0000	0635	CT	0	00235	YYYYYYY		W					7300	7000	11475	0020	6.7
0655	CT	0	00255	YYYYYYY	FREDENSTHAL	MA	0000	0655	CT	0	00255	YYYYYYY		W					7300	7000	11475	0010	3.2
0705	CT	0	00305	YYYYYYY	EMERSON	MA	0000	0705	CT	0	00305	YYYYYYY		W					7300	7000	11475	0000	.3
0705	CT	0	00305	YYYYYYY	NOYES	SP	0550	1255	CT	0	00855	YYYYYYY		W	C	I			7300	7000	11475	0030	13.1
1325	CT	0	00925	YYYYYYY	ORLEANS	SP	0000	1325	CT	0	00925	YYYYYYY							7300	7000	11475	0045	18.3
1410	CT	0	01010	YYYYYYY	LAKE BRONSON	SP	0000	1410	CT	0	01010	YYYYYYY		W					7300	7000	11475	0030	13.0
1440	CT	0	01040	YYYYYYY	KARLSTAD	SP	0000	1440	CT	0	01040	YYYYYYY		W					7300	7000	11475	0030	17.6
1510	CT	0	01110	YYYYYYY	NEWFOLDEN	SP	0000	1510	CT	0	01110	YYYYYYY		W					7300	7000	11475	0030	17.1
1540	CT	0	01140	YYYYYYY	THIEF RIVER FALL	SP	0220	1800	CT	0	01400	YYYYYYY		W	C				7300	6000*	9836*	0630	187.1
0030	CT	1	02030	YYYYYYY	GLENWOOD	SP	0245	0315	CT	1	02315	YYYYYYY		W	C				7300	6000	9836	0620	115.8
0935	CT	1	02935	YYYYYYY	MINNEAPOLIS HUMB	SP	0045	1020	CT	1	03020	YYYYYYY		W					7300	6000	9836	0110	15.1
1130	CT	1	03130	YYYYYYY	ST PAUL	SP								W					7300	6000	9836		

Fuel F D Customs
Work W L Locomotive Svc
Crew C I Perishable Insp

Lift and Setout Activity

At WINNIPEG 05200 ,from headend of train 490

Train Arr Local Time:	DOW:				Train Dep Local Time:0400	DOW: S,M,T,W,T,F,S			Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
				Lift	WINNIPEG GRANDE POINTE	05228SH	SHORT		
				Lift	WINNIPEG NIVERVILLE	05225SH	SHORT		
				Lift	WINNIPEG OTTERBURNE	05223SH	SHORT		
				Lift	WINNIPEG CAREY	05222SH	SHORT		
				Lift	WINNIPEG CAREY	05222OC	OCS		
				Lift	WINNIPEG DUFROST	05220SH	SHORT		
				Lift	WINNIPEG ARNAUD	05219SH	SHORT		
				Lift	WINNIPEG DOMINION CITY	05217SH	SHORT		
				Lift	WINNIPEG FREDENSTHAL	05216SH	SHORT		
				Lift	WINNIPEG EMERSON	05215SH	SHORT		
				Lift	WINNIPEG LAKE BRONSON	04922SH	SHORT		
				Lift	WINNIPEG KARLSTAD	04920SH	SHORT		
				Lift	WINNIPEG NEWFOLDEN	04918SH	SHORT		
				Lift	WINNIPEG NOYES	04925MA	MANIF		
				Lift	WINNIPEG THIEF RIVER FALLS	04915MA	MANIF		
				Lift	NORCO MINNEAPOLIS HUMBOLD	04871PO	POTSH	454	
				Lift	NORCO MINNEAPOLIS HUMBOLD	04871PO	P1-POTAS	454	
				Lift	BREDENBU MINNEAPOLIS HUMBOLD	04871PO	POTSH	* 1	
				Lift	WINNIPEG MINNEAPOLIS HUMBOLD	04871MA	MANIF		
				Lift	WINNIPEG GLENWOOD	04930MA	MANIF		
				Lift	WINNIPEG CHICAGO CLEARING	00498MA	MANIF		
				Lift	VADE CHICAGO CLEARING	00498PO	POTSH	* 2	
				Lift	NORCO CHICAGO CLEARING	00498PO	POTSH	454	
				Lift	BREDENBU CHICAGO CLEARING	00498PO	POTSH	* 3	
				Lift	BREDENBU BENSENVILLE	04540PO	POTSH	* 4	
				Lift	NORCO BENSENVILLE	04540PO	POTSH	454	
				Lift	VADE BENSENVILLE	04540PO	POTSH	* 5	
				Lift	BREDENBU CALUMET	00295PO	POTSH	* 6	
				Lift	NORCO CALUMET	00295PO	POTSH	454	
				Lift	BREDENBU ST PAUL	04850PO	POTSH	* 7	
				Lift	BREDENBU ST PAUL	04850PO	P1-POTAS	* 8	
				Lift	NORCO ST PAUL	04850PO	POTSH	454	
				Lift	VADE ST PAUL	04850PO	POTSH	* 9	
				Lift	WINNIPEG ST PAUL	04850MA	MANIF		

Business Rules and Design Notes for WINNIPEG 05200:
Designed Departure: 7000 Feet, 11475 tons

Block Swap Notes:
* 1 swaps from 104 :452 :454 :
* 2 swaps from 104 :454 :
* 3 swaps from 104 :452 :
* 4 swaps from 104 :452 :
* 5 swaps from 104 :454 :
* 6 swaps from 104 :452 :454 :
* 7 swaps from 104 :452 :454 :
* 8 swaps from 104 :452 :
* 9 swaps from 104 :454 :

At GRANDE POINTE 05228 ,from headend of train 490

Train Arr Local Time:0425	DOW: S,M,T,W,T,F,S				Train Dep Local Time:0425	DOW: S,M,T,W,T,F,S			Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
WINNIPEG GRANDE POINTE	05228SH	SHORT		S/Off					
				[redacted]	WINNIPEG NIVERVILLE	05225SH	SHORT		
				[redacted]	WINNIPEG OTTERBURNE	05223SH	SHORT		
				[redacted]	WINNIPEG CAREY	05222SH	SHORT		
				[redacted]	WINNIPEG CAREY	05222OC	OCS		
				[redacted]	WINNIPEG DUFROST	05220SH	SHORT		
				[redacted]	WINNIPEG ARNAUD	05219SH	SHORT		
				[redacted]	WINNIPEG DOMINION CITY	05217SH	SHORT		
				[redacted]	WINNIPEG FREDENSTHAL	05216SH	SHORT		
				[redacted]	WINNIPEG EMERSON	05215SH	SHORT		
				[redacted]	WINNIPEG LAKE BRONSON	04922SH	SHORT		
				[redacted]	WINNIPEG KARLSTAD	04920SH	SHORT		
				[redacted]	WINNIPEG NEWFOLDEN	04918SH	SHORT		
				[redacted]	WINNIPEG NOYES	04925MA	MANIF		
				[redacted]	WINNIPEG THIEF RIVER FALLS	04915MA	MANIF		

	NORCO	MINNEAPOLIS HUMBOLD	04871PO	POTSH	
	NORCO	MINNEAPOLIS HUMBOLD	04871PO	P1-POTAS	
	BREDENBU	MINNEAPOLIS HUMBOLD	04871PO	POTSH	
	WINNIPEG	MINNEAPOLIS HUMBOLD	04871MA	MANIF	
	WINNIPEG	GLENWOOD	04930MA	MANIF	
	WINNIPEG	CHICAGO CLEARING	00498MA	MANIF	
	VADE	CHICAGO CLEARING	00498PO	POTSH	
	NORCO	CHICAGO CLEARING	00498PO	POTSH	
	BREDENBU	CHICAGO CLEARING	00498PO	POTSH	
	BREDENBU	BENSENVILLE	04540PO	POTSH	
	NORCO	BENSENVILLE	04540PO	POTSH	
	VADE	BENSENVILLE	04540PO	POTSH	
	BREDENBU	CALUMET	00295PO	POTSH	
	NORCO	CALUMET	00295PO	POTSH	
	BREDENBU	ST PAUL	04850PO	POTSH	
	BREDENBU	ST PAUL	04850PO	P1-POTAS	
	NORCO	ST PAUL	04850PO	POTSH	
	VADE	ST PAUL	04850PO	POTSH	
	WINNIPEG	ST PAUL	04850MA	MANIF	

At NIVERVILLE 05225 ,from headend of train 490

Train Arr Local Time:0455 DOW: S,M,T,W,T,F,S Inbound Block Road Blk BSwp Origin Destination BlkName Type To	Event	Train Dep Local Time:0455 DOW: S,M,T,W,T,F,S Outbound Block Road Blk BSwp Origin Destination BlkName Type From	Block DOW Notes
WINNIPEG NIVERVILLE 05225SH SHORT	S/Off		
		WINNIPEG OTTERBURNE 05223SH SHORT	
		WINNIPEG CAREY 05222SH SHORT	
		WINNIPEG CAREY 05222OC OCS	
		WINNIPEG DUFROST 05220SH SHORT	
		WINNIPEG ARNAUD 05219SH SHORT	
		WINNIPEG DOMINION CITY 05217SH SHORT	
		WINNIPEG FREDENSTHAL 05216SH SHORT	
		WINNIPEG EMERSON 05215SH SHORT	
		WINNIPEG LAKE BRONSON 04922SH SHORT	
		WINNIPEG KARLSTAD 04920SH SHORT	
		WINNIPEG NEWFOLDEN 04918SH SHORT	
		WINNIPEG NOYES 04925MA MANIF	
		WINNIPEG THIEF RIVER FALLS 04915MA MANIF	
		NORCO MINNEAPOLIS HUMBOLD 04871PO POTSH	
		NORCO MINNEAPOLIS HUMBOLD 04871PO P1-POTAS	
		BREDENBU MINNEAPOLIS HUMBOLD 04871PO POTSH	
		WINNIPEG MINNEAPOLIS HUMBOLD 04871MA MANIF	
		WINNIPEG GLENWOOD 04930MA MANIF	
		WINNIPEG CHICAGO CLEARING 00498MA MANIF	
		VADE CHICAGO CLEARING 00498PO POTSH	
		NORCO CHICAGO CLEARING 00498PO POTSH	
		BREDENBU CHICAGO CLEARING 00498PO POTSH	
		BREDENBU BENSENVILLE 04540PO POTSH	
		NORCO BENSENVILLE 04540PO POTSH	
		VADE BENSENVILLE 04540PO POTSH	
		BREDENBU CALUMET 00295PO POTSH	
		NORCO CALUMET 00295PO POTSH	
		BREDENBU ST PAUL 04850PO POTSH	
		BREDENBU ST PAUL 04850PO P1-POTAS	
		NORCO ST PAUL 04850PO POTSH	
		VADE ST PAUL 04850PO POTSH	
		WINNIPEG ST PAUL 04850MA MANIF	

At OTTERBURNE 05223 ,from headend of train 490

Train Arr Local Time:0520 DOW: S,M,T,W,T,F,S Inbound Block Road Blk BSwp Origin Destination BlkName Type To	Event	Train Dep Local Time:0520 DOW: S,M,T,W,T,F,S Outbound Block Road Blk BSwp Origin Destination BlkName Type From	Block DOW Notes
WINNIPEG OTTERBURNE 05223SH SHORT	S/Off		
		WINNIPEG CAREY 05222SH SHORT	
		WINNIPEG CAREY 05222OC OCS	
		WINNIPEG DUFROST 05220SH SHORT	
		WINNIPEG ARNAUD 05219SH SHORT	
		WINNIPEG DOMINION CITY 05217SH SHORT	
		WINNIPEG FREDENSTHAL 05216SH SHORT	
		WINNIPEG EMERSON 05215SH SHORT	
		WINNIPEG LAKE BRONSON 04922SH SHORT	
		WINNIPEG KARLSTAD 04920SH SHORT	
		WINNIPEG NEWFOLDEN 04918SH SHORT	
		WINNIPEG NOYES 04925MA MANIF	
		WINNIPEG THIEF RIVER FALLS 04915MA MANIF	
		NORCO MINNEAPOLIS HUMBOLD 04871PO POTSH	
		NORCO MINNEAPOLIS HUMBOLD 04871PO P1-POTAS	

[redacted]	BREDENBU	MINNEAPOLIS HUMBOLD	04871PO POTSH
[redacted]	WINNIPEG	MINNEAPOLIS HUMBOLD	04871MA MANIF
[redacted]	WINNIPEG	GLENWOOD	04930MA MANIF
[redacted]	WINNIPEG	CHICAGO CLEARING	00498MA MANIF
[redacted]	VADE	CHICAGO CLEARING	00498PO POTSH
[redacted]	NORCO	CHICAGO CLEARING	00498PO POTSH
[redacted]	BREDENBU	CHICAGO CLEARING	00498PO POTSH
[redacted]	BREDENBU	BENSENVILLE	04540PO POTSH
[redacted]	NORCO	BENSENVILLE	04540PO POTSH
[redacted]	VADE	BENSENVILLE	04540PO POTSH
[redacted]	BREDENBU	CALUMET	00295PO POTSH
[redacted]	NORCO	CALUMET	00295PO POTSH
[redacted]	BREDENBU	ST PAUL	04850PO POTSH
[redacted]	BREDENBU	ST PAUL	04850PO P1-POTAS
[redacted]	NORCO	ST PAUL	04850PO POTSH
[redacted]	VADE	ST PAUL	04850PO POTSH
[redacted]	WINNIPEG	ST PAUL	04850MA MANIF

At CAREY 05222 ,from headend of train 490

Train Arr Local Time:0530 DOW: S,M,T,W,T,F,S					Train Dep Local Time:0530 DOW: S,M,T,W,T,F,S					Block
Inbound Block		Road	Blk	BSwp		Outbound Block		Road	Blk	BSwp	DOW
Origin	Destination	BlkName	Type	To	Event	Origin	Destination	BlkName	Type	From	Notes
WINNIPEG	CAREY	05222SH	SHORT		S/Ott						
WINNIPEG	CAREY	05222OC	OCS		S/Off						
					[redacted]	WINNIPEG	DUFROST	05220SH	SHORT		
						WINNIPEG	ARNAUD	05219SH	SHORT		
						WINNIPEG	DOMINION CITY	05217SH	SHORT		
						WINNIPEG	FREDENSTHAL	05216SH	SHORT		
						WINNIPEG	EMERSON	05215SH	SHORT		
						WINNIPEG	LAKE BRONSON	04922SH	SHORT		
						WINNIPEG	KARLSTAD	04920SH	SHORT		
						WINNIPEG	NEWFOLDEN	04918SH	SHORT		
						WINNIPEG	NOYES	04925MA	MANIF		
						WINNIPEG	THIEF RIVER FALLS	04915MA	MANIF		
						NORCO	MINNEAPOLIS HUMBOLD	04871PO	POTSH		
						NORCO	MINNEAPOLIS HUMBOLD	04871PO	P1-POTAS		
						BREDENBU	MINNEAPOLIS HUMBOLD	04871PO	POTSH		
						WINNIPEG	MINNEAPOLIS HUMBOLD	04871MA	MANIF		
						WINNIPEG	GLENWOOD	04930MA	MANIF		
						WINNIPEG	CHICAGO CLEARING	00498MA	MANIF		
						VADE	CHICAGO CLEARING	00498PO	POTSH		
						NORCO	CHICAGO CLEARING	00498PO	POTSH		
						BREDENBU	CHICAGO CLEARING	00498PO	POTSH		
						BREDENBU	BENSENVILLE	04540PO	POTSH		
						NORCO	BENSENVILLE	04540PO	POTSH		
						VADE	BENSENVILLE	04540PO	POTSH		
						BREDENBU	CALUMET	00295PO	POTSH		
						NORCO	CALUMET	00295PO	POTSH		
						BREDENBU	ST PAUL	04850PO	POTSH		
						BREDENBU	ST PAUL	04850PO	P1-POTAS		
						NORCO	ST PAUL	04850PO	POTSH		
						VADE	ST PAUL	04850PO	POTSH		
						WINNIPEG	ST PAUL	04850MA	MANIF		

At DUFROST 05220 ,from headend of train 490

Train Arr Local Time:0540 DOW: S,M,T,W,T,F,S					Train Dep Local Time:0540 DOW: S,M,T,W,T,F,S					Block
Inbound Block		Road	Blk	BSwp		Outbound Block		Road	Blk	BSwp	DOW
Origin	Destination	BlkName	Type	To	Event	Origin	Destination	BlkName	Type	From	Notes
WINNIPEG	DUFROST	05220SH	SHORT		S/Off						
					[redacted]	WINNIPEG	ARNAUD	05219SH	SHORT		
						WINNIPEG	DOMINION CITY	05217SH	SHORT		
						WINNIPEG	FREDENSTHAL	05216SH	SHORT		
						WINNIPEG	EMERSON	05215SH	SHORT		
						WINNIPEG	LAKE BRONSON	04922SH	SHORT		
						WINNIPEG	KARLSTAD	04920SH	SHORT		
						WINNIPEG	NEWFOLDEN	04918SH	SHORT		
						WINNIPEG	NOYES	04925MA	MANIF		
						WINNIPEG	THIEF RIVER FALLS	04915MA	MANIF		
						NORCO	MINNEAPOLIS HUMBOLD	04871PO	POTSH		
						NORCO	MINNEAPOLIS HUMBOLD	04871PO	P1-POTAS		
						BREDENBU	MINNEAPOLIS HUMBOLD	04871PO	POTSH		
						WINNIPEG	MINNEAPOLIS HUMBOLD	04871MA	MANIF		
						WINNIPEG	GLENWOOD	04930MA	MANIF		
						WINNIPEG	CHICAGO CLEARING	00498MA	MANIF		
						VADE	CHICAGO CLEARING	00498PO	POTSH		
						NORCO	CHICAGO CLEARING	00498PO	POTSH		
						BREDENBU	CHICAGO CLEARING	00498PO	POTSH		

				BREDENBU	BENSENVILLE	04540PO POTSH	
				NORCO	BENSENVILLE	04540PO POTSH	
				VADE	BENSENVILLE	04540PO POTSH	
				BREDENBU	CALUMET	00295PO POTSH	
				NORCO	CALUMET	00295PO POTSH	
				BREDENBU	ST PAUL	04850PO POTSH	
				BREDENBU	ST PAUL	04850PO P1-POTAS	
				NORCO	ST PAUL	04850PO POTSH	
				VADE	ST PAUL	04850PO POTSH	
				WINNIPEG	ST PAUL	04850MA MANIF	

At ARNAUD 05219 ,from headend of train 490

Train Arr Local Time:0610 DOW: S,M,T,W,T,F,S					Train Dep Local Time:0610 DOW: S,M,T,W,T,F,S					Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp		DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From		Notes
WINNIPEG ARNAUD	05219SH	SHORT		S/Off						
					WINNIPEG DOMINION CITY	05217SH	SHORT			
					WINNIPEG FREDENSTHAL	05216SH	SHORT			
					WINNIPEG EMERSON	05215SH	SHORT			
					WINNIPEG LAKE BRONSON	04922SH	SHORT			
					WINNIPEG KARLSTAD	04920SH	SHORT			
					WINNIPEG NEWFOLDEN	04918SH	SHORT			
					WINNIPEG NOYES	04925MA	MANIF			
					WINNIPEG THIEF RIVER FALLS	04915MA	MANIF			
					NORCO MINNEAPOLIS HUMBOLD	04871PO	POTSH			
					NORCO MINNEAPOLIS HUMBOLD	04871PO	P1-POTAS			
					BREDENBU MINNEAPOLIS HUMBOLD	04871PO	POTSH			
					WINNIPEG MINNEAPOLIS HUMBOLD	04871MA	MANIF			
					WINNIPEG GLENWOOD	04930MA	MANIF			
					WINNIPEG CHICAGO CLEARING	00498MA	MANIF			
					VADE CHICAGO CLEARING	00498PO	POTSH			
					NORCO CHICAGO CLEARING	00498PO	POTSH			
					BREDENBU CHICAGO CLEARING	00498PO	POTSH			
					BREDENBU BENSENVILLE	04540PO	POTSH			
					NORCO BENSENVILLE	04540PO	POTSH			
					VADE BENSENVILLE	04540PO	POTSH			
					BREDENBU CALUMET	00295PO	POTSH			
					NORCO CALUMET	00295PO	POTSH			
					BREDENBU ST PAUL	04850PO	POTSH			
					BREDENBU ST PAUL	04850PO	P1-POTAS			
					NORCO ST PAUL	04850PO	POTSH			
					VADE ST PAUL	04850PO	POTSH			
					WINNIPEG ST PAUL	04850MA	MANIF			

At DOMINION CITY 05217 ,from headend of train 490

Train Arr Local Time:0635 DOW: S,M,T,W,T,F,S					Train Dep Local Time:0635 DOW: S,M,T,W,T,F,S					Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp		DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From		Notes
WINNIPEG DOMINION CITY	05217SH	SHORT		S/Off						
					WINNIPEG FREDENSTHAL	05216SH	SHORT			
					WINNIPEG EMERSON	05215SH	SHORT			
					WINNIPEG LAKE BRONSON	04922SH	SHORT			
					WINNIPEG KARLSTAD	04920SH	SHORT			
					WINNIPEG NEWFOLDEN	04918SH	SHORT			
					WINNIPEG NOYES	04925MA	MANIF			
					WINNIPEG THIEF RIVER FALLS	04915MA	MANIF			
					NORCO MINNEAPOLIS HUMBOLD	04871PO	POTSH			
					NORCO MINNEAPOLIS HUMBOLD	04871PO	P1-POTAS			
					BREDENBU MINNEAPOLIS HUMBOLD	04871PO	POTSH			
					WINNIPEG MINNEAPOLIS HUMBOLD	04871MA	MANIF			
					WINNIPEG GLENWOOD	04930MA	MANIF			
					WINNIPEG CHICAGO CLEARING	00498MA	MANIF			
					VADE CHICAGO CLEARING	00498PO	POTSH			
					NORCO CHICAGO CLEARING	00498PO	POTSH			
					BREDENBU CHICAGO CLEARING	00498PO	POTSH			
					BREDENBU BENSENVILLE	04540PO	POTSH			
					NORCO BENSENVILLE	04540PO	POTSH			
					VADE BENSENVILLE	04540PO	POTSH			
					BREDENBU CALUMET	00295PO	POTSH			
					NORCO CALUMET	00295PO	POTSH			
					BREDENBU ST PAUL	04850PO	POTSH			
					BREDENBU ST PAUL	04850PO	P1-POTAS			
					NORCO ST PAUL	04850PO	POTSH			
					VADE ST PAUL	04850PO	POTSH			
					WINNIPEG ST PAUL	04850MA	MANIF			

At FREDENSTHAL 05216 ,from headend of train 490

Train Arr Local Time:0655	DOW: S,M,T,W,T,F,S		Train Dep Local Time:0655	DOW: S,M,T,W,T,F,S	Block
Inbound Block	Road Blk	BSwp	Outbound Block	Road Blk	BSwp DOW
Origin Destination	BlkName Type	To Event	Origin Destination	BlkName Type	From Notes
WINNIPEG FREDENSTHAL	05216SH SHORT	S/Off			
			WINNIPEG EMERSON	05215SH SHORT	
			WINNIPEG LAKE BRONSON	04922SH SHORT	
			WINNIPEG KARLSTAD	04920SH SHORT	
			WINNIPEG NEWFOLDEN	04918SH SHORT	
			WINNIPEG NOYES	04925MA MANIF	
			WINNIPEG THIEF RIVER FALLS	04915MA MANIF	
			NORCO MINNEAPOLIS HUMBOLD	04871PO POTSH	
			NORCO MINNEAPOLIS HUMBOLD	04871PO P1-POTAS	
			BREDENBU MINNEAPOLIS HUMBOLD	04871PO POTSH	
			WINNIPEG MINNEAPOLIS HUMBOLD	04871MA MANIF	
			WINNIPEG GLENWOOD	04930MA MANIF	
			WINNIPEG CHICAGO CLEARING	00498MA MANIF	
			VADE CHICAGO CLEARING	00498PO POTSH	
			NORCO CHICAGO CLEARING	00498PO POTSH	
			BREDENBU CHICAGO CLEARING	00498PO POTSH	
			BREDENBU BENSENVILLE	04540PO POTSH	
			NORCO BENSENVILLE	04540PO POTSH	
			VADE BENSENVILLE	04540PO POTSH	
			BREDENBU CALUMET	00295PO POTSH	
			NORCO CALUMET	00295PO POTSH	
			BREDENBU ST PAUL	04850PO POTSH	
			BREDENBU ST PAUL	04850PO P1-POTAS	
			NORCO ST PAUL	04850PO POTSH	
			VADE ST PAUL	04850PO POTSH	
			WINNIPEG ST PAUL	04850MA MANIF	

At EMERSON 05215 ,from headend of train 490

Train Arr Local Time:0705	DOW: S,M,T,W,T,F,S		Train Dep Local Time:0705	DOW: S,M,T,W,T,F,S	Block
Inbound Block	Road Blk	BSwp	Outbound Block	Road Blk	BSwp DOW
Origin Destination	BlkName Type	To Event	Origin Destination	BlkName Type	From Notes
WINNIPEG EMERSON	05215SH SHORT	S/Off			
		Lift	EMERSON NOYES	04925SH SHORT	
			WINNIPEG LAKE BRONSON	04922SH SHORT	
			WINNIPEG KARLSTAD	04920SH SHORT	
			WINNIPEG NEWFOLDEN	04918SH SHORT	
			WINNIPEG NOYES	04925MA MANIF	
			WINNIPEG THIEF RIVER FALLS	04915MA MANIF	
			NORCO MINNEAPOLIS HUMBOLD	04871PO POTSH	
			NORCO MINNEAPOLIS HUMBOLD	04871PO P1-POTAS	
			BREDENBU MINNEAPOLIS HUMBOLD	04871PO POTSH	
			WINNIPEG MINNEAPOLIS HUMBOLD	04871MA MANIF	
			WINNIPEG GLENWOOD	04930MA MANIF	
			WINNIPEG CHICAGO CLEARING	00498MA MANIF	
			VADE CHICAGO CLEARING	00498PO POTSH	
			NORCO CHICAGO CLEARING	00498PO POTSH	
			BREDENBU CHICAGO CLEARING	00498PO POTSH	
			BREDENBU BENSENVILLE	04540PO POTSH	
			NORCO BENSENVILLE	04540PO POTSH	
			VADE BENSENVILLE	04540PO POTSH	
			BREDENBU CALUMET	00295PO POTSH	
			NORCO CALUMET	00295PO POTSH	
			BREDENBU ST PAUL	04850PO POTSH	
			BREDENBU ST PAUL	04850PO P1-POTAS	
			NORCO ST PAUL	04850PO POTSH	
			VADE ST PAUL	04850PO POTSH	
			WINNIPEG ST PAUL	04850MA MANIF	

At NOYES 04925 ,from headend of train 490

Train Arr Local Time:0705	DOW: S,M,T,W,T,F,S		Train Dep Local Time:1255	DOW: S,M,T,W,T,F,S	Block
Inbound Block	Road Blk	BSwp	Outbound Block	Road Blk	BSwp DOW
Origin Destination	BlkName Type	To Event	Origin Destination	BlkName Type	From Notes
EMERSON NOYES	04925SH SHORT	S/Off			
			WINNIPEG LAKE BRONSON	04922SH SHORT	
			WINNIPEG KARLSTAD	04920SH SHORT	
			WINNIPEG NEWFOLDEN	04918SH SHORT	
WINNIPEG NOYES	04925MA MANIF	S/Off			
		Lift	NOYES THIEF RIVER FALLS	04915SH SHORT	
			WINNIPEG THIEF RIVER FALLS	04915MA MANIF	
			NORCO MINNEAPOLIS HUMBOLD	04871PO POTSH	
			NORCO MINNEAPOLIS HUMBOLD	04871PO P1-POTAS	
			BREDENBU MINNEAPOLIS HUMBOLD	04871PO POTSH	

	WINNIPEG	MINNEAPOLIS HUMBOLD	04871MA MANIF
	WINNIPEG	GLENWOOD	04930MA MANIF
	WINNIPEG	CHICAGO CLEARING	00498MA MANIF
	VADE	CHICAGO CLEARING	00498PO POTSH
	NORCO	CHICAGO CLEARING	00498PO POTSH
	BREDENBU	CHICAGO CLEARING	00498PO POTSH
	BREDENBU	BENSENVILLE	04540PO POTSH
	NORCO	BENSENVILLE	04540PO POTSH
	VADE	BENSENVILLE	04540PO POTSH
	BREDENBU	CALUMET	00295PO POTSH
	NORCO	CALUMET	00295PO POTSH
	BREDENBU	ST PAUL	04850PO POTSH
	BREDENBU	ST PAUL	04850PO P1-POTAS
	NORCO	ST PAUL	04850PO POTSH
	VADE	ST PAUL	04850PO POTSH
	WINNIPEG	ST PAUL	04850MA MANIF

At LAKE BRONSON 04922 ,from headend of train 490

Train Arr Local Time:1410 DOW: S,M,T,W,T,F,S					Train Dep Local Time:1410 DOW: S,M,T,W,T,F,S				Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
WINNIPEG LAKE BRONSON	04922SH	SHORT		S/Off					
					WINNIPEG KARLSTAD	04920SH	SHORT		
					WINNIPEG NEWFOLDEN	04918SH	SHORT		
					NOYES THIEF RIVER FALLS	04915SH	SHORT		
					WINNIPEG THIEF RIVER FALLS	04915MA	MANIF		
					NORCO MINNEAPOLIS HUMBOLD	04871PO	POTSH		
					NORCO MINNEAPOLIS HUMBOLD	04871PO	P1-POTAS		
					BREDENBU MINNEAPOLIS HUMBOLD	04871PO	POTSH		
					WINNIPEG MINNEAPOLIS HUMBOLD	04871MA	MANIF		
					WINNIPEG GLENWOOD	04930MA	MANIF		
					WINNIPEG CHICAGO CLEARING	00498MA	MANIF		
					VADE CHICAGO CLEARING	00498PO	POTSH		
					NORCO CHICAGO CLEARING	00498PO	POTSH		
					BREDENBU CHICAGO CLEARING	00498PO	POTSH		
					BREDENBU BENSENVILLE	04540PO	POTSH		
					NORCO BENSENVILLE	04540PO	POTSH		
					VADE BENSENVILLE	04540PO	POTSH		
					BREDENBU CALUMET	00295PO	POTSH		
					NORCO CALUMET	00295PO	POTSH		
					BREDENBU ST PAUL	04850PO	POTSH		
					BREDENBU ST PAUL	04850PO	P1-POTAS		
					NORCO ST PAUL	04850PO	POTSH		
					VADE ST PAUL	04850PO	POTSH		
					WINNIPEG ST PAUL	04850MA	MANIF		

At KARLSTAD 04920 ,from headend of train 490

Train Arr Local Time:1440 DOW: S,M,T,W,T,F,S					Train Dep Local Time:1440 DOW: S,M,T,W,T,F,S				Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
WINNIPEG KARLSTAD	04920SH	SHORT		S/Off					
					WINNIPEG NEWFOLDEN	04918SH	SHORT		
					NOYES THIEF RIVER FALLS	04915SH	SHORT		
					WINNIPEG THIEF RIVER FALLS	04915MA	MANIF		
					NORCO MINNEAPOLIS HUMBOLD	04871PO	POTSH		
					NORCO MINNEAPOLIS HUMBOLD	04871PO	P1-POTAS		
					BREDENBU MINNEAPOLIS HUMBOLD	04871PO	POTSH		
					WINNIPEG MINNEAPOLIS HUMBOLD	04871MA	MANIF		
					WINNIPEG GLENWOOD	04930MA	MANIF		
					WINNIPEG CHICAGO CLEARING	00498MA	MANIF		
					VADE CHICAGO CLEARING	00498PO	POTSH		
					NORCO CHICAGO CLEARING	00498PO	POTSH		
					BREDENBU CHICAGO CLEARING	00498PO	POTSH		
					BREDENBU BENSENVILLE	04540PO	POTSH		
					NORCO BENSENVILLE	04540PO	POTSH		
					VADE BENSENVILLE	04540PO	POTSH		
					BREDENBU CALUMET	00295PO	POTSH		
					NORCO CALUMET	00295PO	POTSH		
					BREDENBU ST PAUL	04850PO	POTSH		
					BREDENBU ST PAUL	04850PO	P1-POTAS		
					NORCO ST PAUL	04850PO	POTSH		
					VADE ST PAUL	04850PO	POTSH		
					WINNIPEG ST PAUL	04850MA	MANIF		

At NEWFOLDEN 04918 ,from headend of train 490

Train Arr Local Time:1510 DOW: S,M,T,W,T,F,S		Train Dep Local Time:1510 DOW: S,M,T,W,T,F,S	Block

Inbound Block Origin	Destination	Road BlkName	Blk Type	BSwp To	Event	Outbound Block Origin	Destination	Road BlkName	Blk Type	BSwp From	DOW Notes
WINNIPEG	NEWFOLDEN	04918SH	SHORT		S/Off						
					[redacted]	NOYES	THIEF RIVER FALLS	04915SH	SHORT		
					[redacted]	WINNIPEG	THIEF RIVER FALLS	04915MA	MANIF		
					[redacted]	NORCO	MINNEAPOLIS HUMBOLD	04871PO	POTSH		
					[redacted]	NORCO	MINNEAPOLIS HUMBOLD	04871PO	P1-POTAS		
					[redacted]	BREDENBU	MINNEAPOLIS HUMBOLD	04871PO	POTSH		
					[redacted]	WINNIPEG	MINNEAPOLIS HUMBOLD	04871MA	MANIF		
					[redacted]	WINNIPEG	GLENWOOD	04930MA	MANIF		
					[redacted]	WINNIPEG	CHICAGO CLEARING	00498MA	MANIF		
					[redacted]	VADE	CHICAGO CLEARING	00498PO	POTSH		
					[redacted]	NORCO	CHICAGO CLEARING	00498PO	POTSH		
					[redacted]	BREDENBU	CHICAGO CLEARING	00498PO	POTSH		
					[redacted]	BREDENBU	BENSENVILLE	04540PO	POTSH		
					[redacted]	NORCO	BENSENVILLE	04540PO	POTSH		
					[redacted]	VADE	BENSENVILLE	04540PO	POTSH		
					Lift	NEWFOLDE	ST PAUL	04850GR	GRAIN		
					Lift	NEWFOLDE	ST PAUL	04850MA	MANIF		
					[redacted]	BREDENBU	CALUMET	00295PO	POTSH		
					[redacted]	NORCO	CALUMET	00295PO	POTSH		
					[redacted]	BREDENBU	ST PAUL	04850PO	POTSH		
					[redacted]	BREDENBU	ST PAUL	04850PO	P1-POTAS		
					[redacted]	NORCO	ST PAUL	04850PO	POTSH		
					[redacted]	VADE	ST PAUL	04850PO	POTSH		
					[redacted]	WINNIPEG	ST PAUL	04850MA	MANIF		

At THIEF RIVER FALLS 04915 ,from headend of train 490

Train Arr Local Time:1540		DOW: S,M,T,W,T,F,S				Train Dep Local Time:1800		DOW: S,M,T,W,T,F,S			Block
Inbound Block Origin	Destination	Road BlkName	Blk Type	BSwp To	Event	Outbound Block Origin	Destination	Road BlkName	Blk Type	BSwp From	DOW Notes
NOYES	THIEF RIVER FALLS	04915SH	SHORT		S/Off						
WINNIPEG	THIEF RIVER FALLS	04915MA	MANIF		S/Off						
					[redacted]	NORCO	MINNEAPOLIS HUMBOLD	04871PO	POTSH		
					[redacted]	NORCO	MINNEAPOLIS HUMBOLD	04871PO	P1-POTAS		
					[redacted]	BREDENBU	MINNEAPOLIS HUMBOLD	04871PO	POTSH		
					[redacted]	WINNIPEG	MINNEAPOLIS HUMBOLD	04871MA	MANIF		
					[redacted]	WINNIPEG	GLENWOOD	04930MA	MANIF		
					[redacted]	WINNIPEG	CHICAGO CLEARING	00498MA	MANIF		
					[redacted]	VADE	CHICAGO CLEARING	00498PO	POTSH		
					[redacted]	NORCO	CHICAGO CLEARING	00498PO	POTSH		
					[redacted]	BREDENBU	CHICAGO CLEARING	00498PO	POTSH		
					[redacted]	BREDENBU	BENSENVILLE	04540PO	POTSH		
					[redacted]	NORCO	BENSENVILLE	04540PO	POTSH		
					[redacted]	VADE	BENSENVILLE	04540PO	POTSH		
					Lift	T R FALL	GLENWOOD	04930MA	MANIF		
					Lift	T R FALL	BENSENVILLE	04540GR	GRAIN		
					Lift	T R FALL	MILWAUKEE	04760GR	GRAIN		
					Lift	T R FALL	ST PAUL	04850GR	GRAIN		
					Lift	T R FALL	ST PAUL	04850MA	MANIF		
					[redacted]	NEWFOLDE	ST PAUL	04850GR	GRAIN		
					[redacted]	NEWFOLDE	ST PAUL	04850MA	MANIF		
					[redacted]	BREDENBU	CALUMET	00295PO	POTSH		
					[redacted]	NORCO	CALUMET	00295PO	POTSH		
					[redacted]	BREDENBU	ST PAUL	04850PO	POTSH		
					[redacted]	BREDENBU	ST PAUL	04850PO	P1-POTAS		
					[redacted]	NORCO	ST PAUL	04850PO	POTSH		
					[redacted]	VADE	ST PAUL	04850PO	POTSH		
					[redacted]	WINNIPEG	ST PAUL	04850MA	MANIF		

Business Rules and Design Notes for THIEF RIVER FALLS 04915:
Designed Departure: 6000 Feet, 9836 tons

At GLENWOOD 04930 ,from headend of train 490

Train Arr Local Time:0030		DOW: S,M,T,W,T,F,S				Train Dep Local Time:0315		DOW: S,M,T,W,T,F,S			Block
Inbound Block Origin	Destination	Road BlkName	Blk Type	BSwp To	Event	Outbound Block Origin	Destination	Road BlkName	Blk Type	BSwp From	DOW Notes
						[redacted]	NORCO	MINNEAPOLIS HUMBOLD	04871PO	POTSH	
						[redacted]	NORCO	MINNEAPOLIS HUMBOLD	04871PO	P1-POTAS	
						[redacted]	BREDENBU	MINNEAPOLIS HUMBOLD	04871PO	POTSH	
						[redacted]	WINNIPEG	MINNEAPOLIS HUMBOLD	04871MA	MANIF	
WINNIPEG	GLENWOOD	04930MA	MANIF		S/Off						
WINNIPEG	CHICAGO CLEARING	00498MA	MANIF	* 1	S/Off						
VADE	CHICAGO CLEARING	00498PO	POTSH	* 2	S/Off						
NORCO	CHICAGO CLEARING	00498PO	POTSH	* 3	S/Off						
BREDENBU	CHICAGO CLEARING	00498PO	POTSH	* 4	S/Off						

BREDENBU	BENSENVILLE	04540PO	POTSH	198	S/Off							
NORCO	BENSENVILLE	04540PO	POTSH	198	S/Off							
VADE	BENSENVILLE	04540PO	POTSH	198	S/Off							
T R FALL	GLENWOOD	04930MA	MANIF		S/Off							
T R FALL	BENSENVILLE	04540GR	GRAIN	198	S/Off							
						NORCO	MINNEAPOLIS	HUMBOLD	04871PO	POTSH	290	
						NORCO	MINNEAPOLIS	HUMBOLD	04871PO	P1-POTAS	290	
						BREDENBU	MINNEAPOLIS	HUMBOLD	04871PO	POTSH	290	
						WINNIPEG	MINNEAPOLIS	HUMBOLD	04871MA	MANIF	290	
						MEDICINE	MINNEAPOLIS	HUMBOLD	04871MA	MANIF	298	
						GLENWOOD	MINNEAPOLIS	HUMBOLD	04871MA	MANIF		
						CARRINGT	ST PAUL		04850MA	MANIF	498	
						HARVEY	ST PAUL		04850MA	MANIF	498	
						MINOT	ST PAUL		04850MA	MANIF	498	
						LAMB WES	ST PAUL		04850MA	MANIF	298	
						MEDICINE	ST PAUL		04850MA	MANIF	298	
						ALYTH	ST PAUL		04850MA	MANIF	298	
						GLENWOOD	ST PAUL		04850MA	MANIF		
						GLENWOOD	ST PAUL		04850GR	GRAIN		
						MOOSE JA	ST PAUL		04850MA	MANIF	498	
						REGINA	ST PAUL		04850MA	MANIF	498	
						T R FALL	MILWAUKEE		04760GR	GRAIN		
						T R FALL	ST PAUL		04850GR	GRAIN		
						T R FALL	ST PAUL		04850MA	MANIF		
						NEWFOLDE	ST PAUL		04850GR	GRAIN		
						NEWFOLDE	ST PAUL		04850MA	MANIF		
						BREDENBU	CALUMET		00295PO	POTSH		
						NORCO	CALUMET		00295PO	POTSH		
						BREDENBU	ST PAUL		04850PO	POTSH		
						BREDENBU	ST PAUL		04850PO	P1-POTAS		
						NORCO	ST PAUL		04850PO	POTSH		
						VADE	ST PAUL		04850PO	POTSH		
						WINNIPEG	ST PAUL		04850MA	MANIF		

Business Rules and Design Notes for GLENWOOD 04930:

Block Swap Notes:
* 1 swaps to 298 :498 :
* 2 swaps to 298 :498 :
* 3 swaps to 298 :498 :
* 4 swaps to 298 :498 :

At MINNEAPOLIS HUMBOLD 04871 ,from headend of train 490

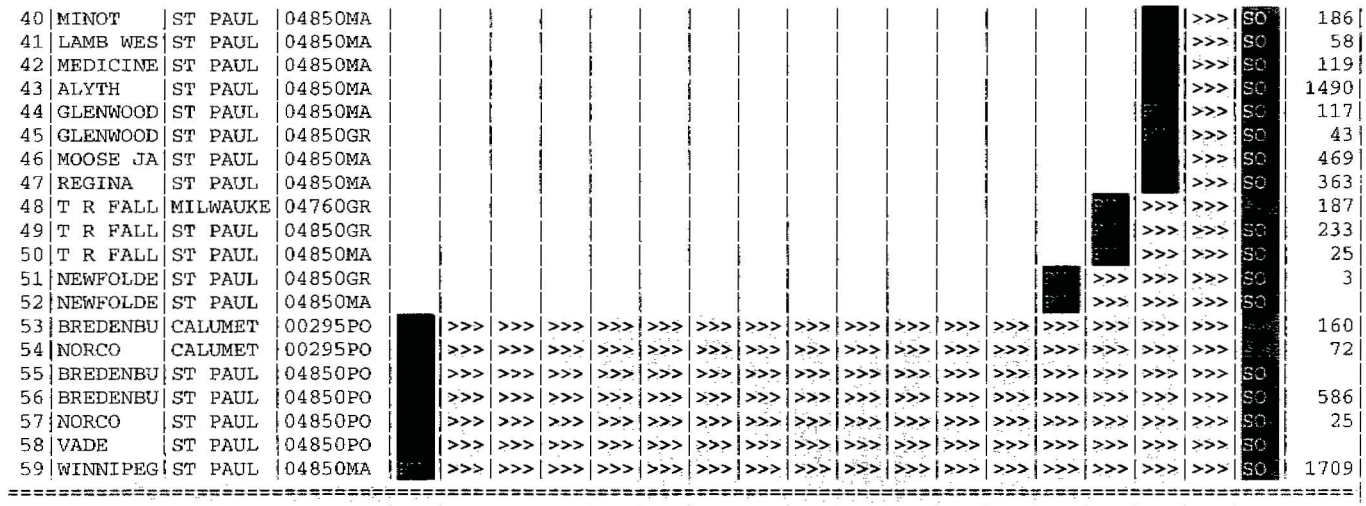
Train Arr Local Time:0935 Inbound Block		DOW: S,M,T,W,T,F,S					Train Dep Local Time:1020 Outbound Block		DOW: S,M,T,W,T,F,S			Block DOW
Origin	Destination	Road BlkName	Blk Type	BSwp To	Event		Origin	Destination	Road BlkName	Blk Type	BSwp From	Notes
NORCO	MINNEAPOLIS HUMBOLD	04871PO	POTSH		S/Off							
NORCO	MINNEAPOLIS HUMBOLD	04871PO	P1-POTAS		S/Off							
BREDENBU	MINNEAPOLIS HUMBOLD	04871PO	POTSH		S/Off							
WINNIPEG	MINNEAPOLIS HUMBOLD	04871MA	MANIF		S/Off							
NORCO	MINNEAPOLIS HUMBOLD	04871PO	POTSH		S/Off							
NORCO	MINNEAPOLIS HUMBOLD	04871PO	P1-POTAS		S/Off							
BREDENBU	MINNEAPOLIS HUMBOLD	04871PO	POTSH		S/Off							
WINNIPEG	MINNEAPOLIS HUMBOLD	04871MA	MANIF		S/Off							
MEDICINE	MINNEAPOLIS HUMBOLD	04871MA	MANIF		S/Off							
GLENWOOD	MINNEAPOLIS HUMBOLD	04871MA	MANIF		S/Off							
							CARRINGT	ST PAUL		04850MA	MANIF	
							HARVEY	ST PAUL		04850MA	MANIF	
							MINOT	ST PAUL		04850MA	MANIF	
							LAMB WES	ST PAUL		04850MA	MANIF	
							MEDICINE	ST PAUL		04850MA	MANIF	
							ALYTH	ST PAUL		04850MA	MANIF	
							GLENWOOD	ST PAUL		04850MA	MANIF	
							GLENWOOD	ST PAUL		04850GR	GRAIN	
							MOOSE JA	ST PAUL		04850MA	MANIF	
							REGINA	ST PAUL		04850MA	MANIF	
							T R FALL	MILWAUKEE		04760GR	GRAIN	
							T R FALL	ST PAUL		04850GR	GRAIN	
							T R FALL	ST PAUL		04850MA	MANIF	
							NEWFOLDE	ST PAUL		04850GR	GRAIN	
							NEWFOLDE	ST PAUL		04850MA	MANIF	
							BREDENBU	CALUMET		00295PO	POTSH	
							NORCO	CALUMET		00295PO	POTSH	
							BREDENBU	ST PAUL		04850PO	POTSH	
							BREDENBU	ST PAUL		04850PO	P1-POTAS	
							NORCO	ST PAUL		04850PO	POTSH	
							VADE	ST PAUL		04850PO	POTSH	
							WINNIPEG	ST PAUL		04850MA	MANIF	

At ST PAUL 04850 ,from headend of train 490

Train Arr Local Time:1130 Inbound Block Origin	Destination	DOW: S,M,T,W,T,F,S Road BlkName	Blk Type	BSwp To	Event	Train Dep Local Time: Outbound Block Origin	Destination	DOW: Road BlkName	Blk Type	BSwp From	Block DOW Notes
CARRINGT	ST PAUL	04850MA	MANIF		S/Off						
HARVEY	ST PAUL	04850MA	MANIF		S/Off						
MINOT	ST PAUL	04850MA	MANIF		S/Off						
LAMB WES	ST PAUL	04850MA	MANIF		S/Off						
MEDICINE	ST PAUL	04850MA	MANIF		S/Off						
ALYTH	ST PAUL	04850MA	MANIF		S/Off						
GLENWOOD	ST PAUL	04850MA	MANIF		S/Off						
GLENWOOD	ST PAUL	04850GR	GRAIN		S/Off						
MOOSE JA	ST PAUL	04850MA	MANIF		S/Off						
REGINA	ST PAUL	04850MA	MANIF		S/Off						
T R FALL	MILWAUKEE	04760GR	GRAIN	* 1	S/Off						
T R FALL	ST PAUL	04850GR	GRAIN		S/Off						
T R FALL	ST PAUL	04850MA	MANIF		S/Off						
NEWFOLDE	ST PAUL	04850GR	GRAIN		S/Off						
NEWFOLDE	ST PAUL	04850MA	MANIF		S/Off						
BREDENBU	CALUMET	00295PO	POTSH	288	S/Off						
NORCO	CALUMET	00295PO	POTSH	288	S/Off						
BREDENBU	ST PAUL	04850PO	POTSH		S/Off						
BREDENBU	ST PAUL	04850PO	P1-POTAS		S/Off						
NORCO	ST PAUL	04850PO	POTSH		S/Off						
VADE	ST PAUL	04850PO	POTSH		S/Off						
WINNIPEG	ST PAUL	04850MA	MANIF		S/Off						

Business Rules and Design Notes for ST PAUL 04850:

Block Swap Notes:
* 1 swaps to 284 :486 :



40	MINOT	ST PAUL	04850MA																>>>	SO		186
41	LAMB WES	ST PAUL	04850MA																>>>	SO		58
42	MEDICINE	ST PAUL	04850MA																>>>	SO		119
43	ALYTH	ST PAUL	04850MA																>>>	SO		1490
44	GLENWOOD	ST PAUL	04850MA																>>>	SO		117
45	GLENWOOD	ST PAUL	04850GR																>>>	SO		43
46	MOOSE JA	ST PAUL	04850MA																>>>	SO		469
47	REGINA	ST PAUL	04850MA																>>>	SO		363
48	T R FALL	MILWAUKE	04760GR															>>>	>>>			187
49	T R FALL	ST PAUL	04850GR															>>>	>>>	SO		233
50	T R FALL	ST PAUL	04850MA															>>>	>>>	SO		25
51	NEWFOLDE	ST PAUL	04850GR														>>>	>>>	>>>	SO		3
52	NEWFOLDE	ST PAUL	04850MA														>>>	>>>	>>>	SO		
53	BREDENBU	CALUMET	00295PO		>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>		160
54	NORCO	CALUMET	00295PO		>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>		72
55	BREDENBU	ST PAUL	04850PO		>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO	
56	BREDENBU	ST PAUL	04850PO		>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO	586
57	NORCO	ST PAUL	04850PO		>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO	25
58	VADE	ST PAUL	04850PO		>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO	
59	WINNIPEG	ST PAUL	04850MA		>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO	1709

			Blks PU	34	0	0	0	0	0	0	0	0	1	1	0	0	2	5	16	0	0	
			Blks SO	0	1	1	1	2	1	1	1	1	1	2	1	1	1	2	10	10	22	
			Blks Thr	0	33	32	31	29	28	27	26	25	24	23	23	22	21	21	16	22	0	
			Blks Dep	34	33	32	31	29	28	27	26	25	25	24	23	22	23	26	32	22	0	
FSOP	Max *		Feet K	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3	
Design			Tons K	***	***	***	***	***	***	***	***	***	***	***	***	***	***	9.8	9.8	9.8	9.8	
Design			Feet K	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0	6.0	6.0	6.0	6.0	
OCT07	Average		Cars	109	109	108	108	108	108	108	108	108	106	106	106	106	106	108	119	96	0	
OCT07	Average		Tons K	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	0.0	
OCT07	Average		Feet K	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.3	6.3	6.3	6.3	6.3	6.4	7.2	5.9	0.0	

Created: 16:31:31 9/6/2007 Scenario:M:\FALL_BIOP_2007\

Project Design [redacted] Tributary

Train Design
Integrated Operating Plan
Train: 491 Version:7
St Paul - Brandon

Operates : Su Mo Tu We Th Fr Sa Scheduled

Effective (MM/DD/YYYY): 9/10/2007
Expires (MM/DD/YYYY): 3/30/2008

	Total	Stn	Sub	Manito	StPaul
Transit (HHH:MM):	038:10	013:40	024:30	011:20	026:50
Av.Speed (MPH):	15.0		24.0	17.5	14.8
Distance (Miles):	595.0			198.1	397.4
Crew Starts :	5			1	4
Work Locations :	16			7	9

Train Objectives

Objective: Operates daily ex St Paul to Brandon, handling manifest traffic for Glenwood, Noyes, Bienfait and Winnipeg, empty grain and potash for Brandon, Glenwood and Thief River Falls. Also works short traffic between Thief River Falls and Winnipeg.
.
Winnipeg manifest not to exceed 2500 ft ex Glenwood.
.
Anchor blocks: Glenwood & Winnipeg manifest.
.

Power Design

Power: 2 AC's F-R. Power cycles from Train 490. Power cycles to Train 493.
.

Condensed Schedule for Train 491 Version 7

ARRIVE Clock HHMM	TZ	D	Elapse HHHMM	DOW SMTWTFS	Station/Location	SA	Stn Time DEPART Clock HHMM	TZ	D	Elapse HHHMM	DOW SMTWTFS	F	W	C	I	L	D	MAX Length	Projected Typical Length	Tons	Run - Next HHMM	Miles
					ST PAUL	SP	0000	2100	CT	0	00000	YYYYYYY	F	W	C				7500	5625*	3743*	0010	1.9
2110	CT	0	00010	YYYYYYY	HOFFMAN ST PAUL	SP	0000	2110	CT	0	00010	YYYYYYY							7500	5625	3743	0100	13.2
2210	CT	0	00110	YYYYYYY	MINNEAPOLIS HUMB	SP	0045	2255	CT	0	00155	YYYYYYY		W					7500	5625	3743	0445	78.0
0340	CT	1	00640	YYYYYYY	PAYNESVILLE	SP	0000	0340	CT	1	00640	YYYYYYY							7500	5625	3743	0105	21.9
0445	CT	1	00745	YYYYYYY	BROOTEN	SP	0000	0445	CT	1	00745	YYYYYYY							7500	5625	3743	0100	15.9
0545	CT	1	00845	YYYYYYY	GLENWOOD	SP	0305	0850	CT	1	01150	YYYYYYY		W	C		L		7300	5625	3743	0625	187.1
1515	CT	1	01815	YYYYYYY	THIEF RIVER FALL	SP	0300	1815	CT	1	02115	YYYYYYY		W	C				7300	6400*	4400*	0035	17.1
1850	CT	1	02150	YYYYYYY	NEWFOLDEN	SP	0000	1850	CT	1	02150	YYYYYYY		W					7300	6400	4400	0035	17.6
1925	CT	1	02225	YYYYYYY	KARLSTAD	SP	0000	1925	CT	1	02225	YYYYYYY		W					7300	6400	4400	0035	13.0
2000	CT	1	02300	YYYYYYY	LAKE BRONSON	SP	0000	2000	CT	1	02300	YYYYYYY		W					7300	6400	4400	0035	18.3
2035	CT	1	02335	YYYYYYY	ORLEANS	SP	0000	2035	CT	1	02335	YYYYYYY		W					7300	6400	4400	0030	13.1
2105	CT	1	02405	YYYYYYY	NOYES	SP	0245	2350	CT	1	02650	YYYYYYY		W	C	I			7300	6400	4400	0000	.3
2350	CT	1	02650	YYYYYYY	EMERSON	MA	0000	2350	CT	1	02650	YYYYYYY		W					8200	6400	4400	0125	26.8
0115	CT	2	02815	YYYYYYY	DUFROST	MA	0000	0115	CT	2	02815	YYYYYYY		W					8200	6400	4400	0010	4.8
0125	CT	2	02825	YYYYYYY	CAREY	MA	0000	0125	CT	2	02825	YYYYYYY		W					8200	6400	4400	0035	11.2
0200	CT	2	02900	YYYYYYY	NIVERVILLE	MA	0000	0200	CT	2	02900	YYYYYYY		W					8200	6400	4400	0035	11.7
0235	CT	2	02935	YYYYYYY	GRANDE POINTE	MA	0000	0235	CT	2	02935	YYYYYYY		W					8200	6400	4400	0030	10.5
0305	CT	2	03005	YYYYYYY	WINNIPEG	MA	0405	0710	CT	2	03410	YYYYYYY		W	C				9500	4500*	2445*	0135	56.3
0845	CT	2	03545	YYYYYYY	PORTAGE LA PRAIR	MA	0000	0845	CT	2	03545	YYYYYYY							9500	4500	2445	0225	76.8
1110	CT	2	03810	YYYYYYY	BRANDON	MA								W			L		9500	4500	2445		

Fuel F D Customs
Work W L Locomotive Svc
Crew C I Perishable Insp

Lift and Setout Activity

At ST PAUL 04850 ,from headend of train 491

Train Arr Local Time:		DOW:				Train Dep Local Time:2100		DOW: S,M,T,W,T,F,S			Block
Inbound Block		Road	Blk	BSwp		Outbound Block		Road	Blk	BSwp	DOW
Origin	Destination	BlkName	Type	To	Event	Origin	Destination	BlkName	Type	From	Notes
						ST PAUL	GLENWOOD	04930MA	MANIF		
						SUPERIOR	GLENWOOD	04930MA	MANIF	482	
						ST PAUL	MOOSE JAW	06300MA	MANIF		
						ST PAUL	GLENWOOD	04930EG	EGRAI		
						ST PAUL	WINNIPEG	05200MA	MANIF		
						ST PAUL	BRANDON	05600EG	EGRAI		
						ST PAUL	BRANDON	05600PO	POTSH		

Business Rules and Design Notes for ST PAUL 04850:
Designed Departure: 5625 Feet, 3743 tons

At MINNEAPOLIS HUMBOLD 04871 ,from headend of train 491

Train Arr Local Time:2210		DOW: S,M,T,W,T,F,S				Train Dep Local Time:2255		DOW: S,M,T,W,T,F,S			Block
Inbound Block		Road	Blk	BSwp		Outbound Block		Road	Blk	BSwp	DOW
Origin	Destination	BlkName	Type	To	Event	Origin	Destination	BlkName	Type	From	Notes
						ST PAUL	GLENWOOD	04930MA	MANIF		
						SUPERIOR	GLENWOOD	04930MA	MANIF		
						ST PAUL	MOOSE JAW	06300MA	MANIF		
						ST PAUL	GLENWOOD	04930EG	EGRAI		
						ST PAUL	WINNIPEG	05200MA	MANIF		
						HUMBOLDT	WINNIPEG	05200MA	MANIF		
						HUMBOLDT	BRANDON	05600PO	POTSH		
						ST PAUL	BRANDON	05600EG	EGRAI		
						ST PAUL	BRANDON	05600PO	POTSH		

At GLENWOOD 04930 ,from headend of train 491

Train Arr Local Time:0545		DOW: S,M,T,W,T,F,S				Train Dep Local Time:0850		DOW: S,M,T,W,T,F,S			Block
Inbound Block		Road	Blk	BSwp		Outbound Block		Road	Blk	BSwp	DOW
Origin	Destination	BlkName	Type	To	Event	Origin	Destination	BlkName	Type	From	Notes
ST PAUL	GLENWOOD	04930MA	MANIF		S/Off						
SUPERIOR	GLENWOOD	04930MA	MANIF		S/Off						
ST PAUL	MOOSE JAW	06300MA	MANIF	497	S/Off						
ST PAUL	GLENWOOD	04930EG	EGRAI		S/Off						
						GLENWOOD	NOYES	04925MA	MANIF		
						GLENWOOD	THIEF RIVER FALLS	04915EG	EGRAI		
						GLENWOOD	THIEF RIVER FALLS	04915MA	MANIF		
						GLENWOOD	WINNIPEG	05200MA	MANIF		
						ST PAUL	WINNIPEG	05200MA	MANIF		
						HUMBOLDT	WINNIPEG	05200MA	MANIF		
						HUMBOLDT	BRANDON	05600PO	POTSH		
						ST PAUL	BRANDON	05600EG	EGRAI		
						ST PAUL	BRANDON	05600PO	POTSH		
						GLENWOOD	BRANDON	05600PO	POTSH		
						GLENWOOD	BIENFAIT	05675MA	MANIF		

At THIEF RIVER FALLS 04915 ,from headend of train 491

Train Arr Local Time:1515		DOW: S,M,T,W,T,F,S				Train Dep Local Time:1815		DOW: S,M,T,W,T,F,S			Block
Inbound Block		Road	Blk	BSwp		Outbound Block		Road	Blk	BSwp	DOW
Origin	Destination	BlkName	Type	To	Event	Origin	Destination	BlkName	Type	From	Notes
						GLENWOOD	NOYES	04925MA	MANIF		
GLENWOOD	THIEF RIVER FALLS	04915EG	EGRAI		S/Off						
GLENWOOD	THIEF RIVER FALLS	04915MA	MANIF		S/Off						
						T R FALL	NEWFOLDEN	04918SH	SHORT		
						T R FALL	KARLSTAD	04920SH	SHORT		
						T R FALL	LAKE BRONSON	04922SH	SHORT		
						T R FALL	ORLEANS	04924SH	SHORT		
						T R FALL	WINNIPEG	05200MA	MANIF		
						GLENWOOD	WINNIPEG	05200MA	MANIF		
						ST PAUL	WINNIPEG	05200MA	MANIF		
						HUMBOLDT	WINNIPEG	05200MA	MANIF		
						HUMBOLDT	BRANDON	05600PO	POTSH		
						ST PAUL	BRANDON	05600EG	EGRAI		
						ST PAUL	BRANDON	05600PO	POTSH		
						GLENWOOD	BRANDON	05600PO	POTSH		
						GLENWOOD	BIENFAIT	05675MA	MANIF		

Business Rules and Design Notes for THIEF RIVER FALLS 04915:
Designed Departure: 6400 Feet, 4400 tons

At NEWFOLDEN 04918 ,from headend of train 491

Train Arr Local Time:1850 DOW: S,M,T,W,T,F,S					Train Dep Local Time:1850 DOW: S,M,T,W,T,F,S				Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
				[redacted]	GLENWOOD NOYES	04925MA	MANIF		
T R FALL NEWFOLDEN	04918SH	SHORT		S/Off					
				[redacted]	T R FALL KARLSTAD	04920SH	SHORT		
				[redacted]	T R FALL LAKE BRONSON	04922SH	SHORT		
				[redacted]	T R FALL ORLEANS	04924SH	SHORT		
				[redacted]	T R FALL WINNIPEG	05200MA	MANIF		
				[redacted]	GLENWOOD WINNIPEG	05200MA	MANIF		
				[redacted]	ST PAUL WINNIPEG	05200MA	MANIF		
				[redacted]	HUMBOLDT WINNIPEG	05200MA	MANIF		
				[redacted]	HUMBOLDT BRANDON	05600PO	POTSH		
				[redacted]	ST PAUL BRANDON	05600EG	EGRAI		
				[redacted]	ST PAUL BRANDON	05600PO	POTSH		
				[redacted]	GLENWOOD BRANDON	05600PO	POTSH		
				[redacted]	GLENWOOD BIENFAIT	05675MA	MANIF		

At KARLSTAD 04920 ,from headend of train 491

Train Arr Local Time:1925 DOW: S,M,T,W,T,F,S					Train Dep Local Time:1925 DOW: S,M,T,W,T,F,S				Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
				[redacted]	GLENWOOD NOYES	04925MA	MANIF		
T R FALL KARLSTAD	04920SH	SHORT		S/Off					
				[redacted]	T R FALL LAKE BRONSON	04922SH	SHORT		
				[redacted]	T R FALL ORLEANS	04924SH	SHORT		
				[redacted]	T R FALL WINNIPEG	05200MA	MANIF		
				[redacted]	GLENWOOD WINNIPEG	05200MA	MANIF		
				[redacted]	ST PAUL WINNIPEG	05200MA	MANIF		
				[redacted]	HUMBOLDT WINNIPEG	05200MA	MANIF		
				[redacted]	HUMBOLDT BRANDON	05600PO	POTSH		
				[redacted]	ST PAUL BRANDON	05600EG	EGRAI		
				[redacted]	ST PAUL BRANDON	05600PO	POTSH		
				[redacted]	GLENWOOD BRANDON	05600PO	POTSH		
				[redacted]	GLENWOOD BIENFAIT	05675MA	MANIF		

At LAKE BRONSON 04922 ,from headend of train 491

Train Arr Local Time:2000 DOW: S,M,T,W,T,F,S					Train Dep Local Time:2000 DOW: S,M,T,W,T,F,S				Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
				[redacted]	GLENWOOD NOYES	04925MA	MANIF		
T R FALL LAKE BRONSON	04922SH	SHORT		S/Off					
				[redacted]	T R FALL ORLEANS	04924SH	SHORT		
				[redacted]	T R FALL WINNIPEG	05200MA	MANIF		
				[redacted]	GLENWOOD WINNIPEG	05200MA	MANIF		
				[redacted]	ST PAUL WINNIPEG	05200MA	MANIF		
				[redacted]	HUMBOLDT WINNIPEG	05200MA	MANIF		
				[redacted]	HUMBOLDT BRANDON	05600PO	POTSH		
				[redacted]	ST PAUL BRANDON	05600EG	EGRAI		
				[redacted]	ST PAUL BRANDON	05600PO	POTSH		
				[redacted]	GLENWOOD BRANDON	05600PO	POTSH		
				[redacted]	GLENWOOD BIENFAIT	05675MA	MANIF		

At ORLEANS 04924 ,from headend of train 491

Train Arr Local Time:2035 DOW: S,M,T,W,T,F,S					Train Dep Local Time:2035 DOW: S,M,T,W,T,F,S				Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
				[redacted]	GLENWOOD NOYES	04925MA	MANIF		
T R FALL ORLEANS	04924SH	SHORT		S/Off					
				[redacted]	T R FALL WINNIPEG	05200MA	MANIF		
				[redacted]	GLENWOOD WINNIPEG	05200MA	MANIF		
				[redacted]	ST PAUL WINNIPEG	05200MA	MANIF		
				[redacted]	HUMBOLDT WINNIPEG	05200MA	MANIF		
				[redacted]	HUMBOLDT BRANDON	05600PO	POTSH		
				[redacted]	ST PAUL BRANDON	05600EG	EGRAI		
				[redacted]	ST PAUL BRANDON	05600PO	POTSH		
				[redacted]	GLENWOOD BRANDON	05600PO	POTSH		
				[redacted]	GLENWOOD BIENFAIT	05675MA	MANIF		

At NOYES 04925 ,from headend of train 491

Train Arr Local Time:2105	DOW: S,M,T,W,T,F,S					Train Dep Local Time:2350	DOW: S,M,T,W,T,F,S				Block
Inbound Block		Road	Blk	BSwp		Outbound Block		Road	Blk	BSwp	DOW
Origin	Destination	BlkName	Type	To	Event	Origin	Destination	BlkName	Type	From	Notes
						NOYES	CAREY	05222OC	OCS		
						NOYES	WINNIPEG	05200MA	MANIF		
GLENWOOD	NOYES	04925MA	MANIF		S/Off						
						T R FALL	WINNIPEG	05200MA	MANIF		
						GLENWOOD	WINNIPEG	05200MA	MANIF		
						ST PAUL	WINNIPEG	05200MA	MANIF		
						HUMBOLDT	WINNIPEG	05200MA	MANIF		
						HUMBOLDT	BRANDON	05600PO	POTSH		
						ST PAUL	BRANDON	05600EG	EGRAI		
						ST PAUL	BRANDON	05600PO	POTSH		
						GLENWOOD	BRANDON	05600PO	POTSH		
						GLENWOOD	BIENFAIT	05675MA	MANIF		

At EMERSON 05215 ,from headend of train 491

Train Arr Local Time:2350	DOW: S,M,T,W,T,F,S					Train Dep Local Time:2350	DOW: S,M,T,W,T,F,S				Block
Inbound Block		Road	Blk	BSwp		Outbound Block		Road	Blk	BSwp	DOW
Origin	Destination	BlkName	Type	To	Event	Origin	Destination	BlkName	Type	From	Notes
						EMERSON	WINNIPEG	05200SH	SHORT		
						NOYES	CAREY	05222OC	OCS		
						NOYES	WINNIPEG	05200MA	MANIF		
						T R FALL	WINNIPEG	05200MA	MANIF		
						GLENWOOD	WINNIPEG	05200MA	MANIF		
						ST PAUL	WINNIPEG	05200MA	MANIF		
						HUMBOLDT	WINNIPEG	05200MA	MANIF		
						HUMBOLDT	BRANDON	05600PO	POTSH		
						ST PAUL	BRANDON	05600EG	EGRAI		
						ST PAUL	BRANDON	05600PO	POTSH		
						GLENWOOD	BRANDON	05600PO	POTSH		
						GLENWOOD	BIENFAIT	05675MA	MANIF		

At DUFROST 05220 ,from headend of train 491

Train Arr Local Time:0115	DOW: S,M,T,W,T,F,S					Train Dep Local Time:0115	DOW: S,M,T,W,T,F,S				Block
Inbound Block		Road	Blk	BSwp		Outbound Block		Road	Blk	BSwp	DOW
Origin	Destination	BlkName	Type	To	Event	Origin	Destination	BlkName	Type	From	Notes
						DUFROST	WINNIPEG	05200SH	SHORT		
						EMERSON	WINNIPEG	05200SH	SHORT		
						NOYES	CAREY	05222OC	OCS		
						NOYES	WINNIPEG	05200MA	MANIF		
						T R FALL	WINNIPEG	05200MA	MANIF		
						GLENWOOD	WINNIPEG	05200MA	MANIF		
						ST PAUL	WINNIPEG	05200MA	MANIF		
						HUMBOLDT	WINNIPEG	05200MA	MANIF		
						HUMBOLDT	BRANDON	05600PO	POTSH		
						ST PAUL	BRANDON	05600EG	EGRAI		
						ST PAUL	BRANDON	05600PO	POTSH		
						GLENWOOD	BRANDON	05600PO	POTSH		
						GLENWOOD	BIENFAIT	05675MA	MANIF		

At CAREY 05222 ,from headend of train 491

Train Arr Local Time:0125	DOW: S,M,T,W,T,F,S					Train Dep Local Time:0125	DOW: S,M,T,W,T,F,S				Block
Inbound Block		Road	Blk	BSwp		Outbound Block		Road	Blk	BSwp	DOW
Origin	Destination	BlkName	Type	To	Event	Origin	Destination	BlkName	Type	From	Notes
						DUFROST	WINNIPEG	05200SH	SHORT		
						EMERSON	WINNIPEG	05200SH	SHORT		
NOYES	CAREY	05222OC	OCS		S/Off						
						NOYES	WINNIPEG	05200MA	MANIF		
						T R FALL	WINNIPEG	05200MA	MANIF		
						GLENWOOD	WINNIPEG	05200MA	MANIF		
						ST PAUL	WINNIPEG	05200MA	MANIF		
						HUMBOLDT	WINNIPEG	05200MA	MANIF		
						HUMBOLDT	BRANDON	05600PO	POTSH		
						ST PAUL	BRANDON	05600EG	EGRAI		
						ST PAUL	BRANDON	05600PO	POTSH		
						GLENWOOD	BRANDON	05600PO	POTSH		
						GLENWOOD	BIENFAIT	05675MA	MANIF		

At NIVERVILLE 05225 ,from headend of train 491

Train Arr Local Time:0200	DOW: S,M,T,W,T,F,S				Train Dep Local Time:0200	DOW: S,M,T,W,T,F,S			Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
				Lift	NIVERVIL WINNIPEG	05200SH	SHORT		
				[illegible]	DUFROST WINNIPEG	05200SH	SHORT		
				[illegible]	EMERSON WINNIPEG	05200SH	SHORT		
				[illegible]	NOYES WINNIPEG	05200MA	MANIF		
				[illegible]	T R FALL WINNIPEG	05200MA	MANIF		
				[illegible]	GLENWOOD WINNIPEG	05200MA	MANIF		
				[illegible]	ST PAUL WINNIPEG	05200MA	MANIF		
				[illegible]	HUMBOLDT WINNIPEG	05200MA	MANIF		
				[illegible]	HUMBOLDT BRANDON	05600PO	POTSH		
				[illegible]	ST PAUL BRANDON	05600EG	EGRAI		
				[illegible]	ST PAUL BRANDON	05600PO	POTSH		
				[illegible]	GLENWOOD BRANDON	05600PO	POTSH		
				[illegible]	GLENWOOD BIENFAIT	05675MA	MANIF		

At GRANDE POINTE 05228 ,from headend of train 491

Train Arr Local Time:0235	DOW: S,M,T,W,T,F,S				Train Dep Local Time:0235	DOW: S,M,T,W,T,F,S			Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
				Lift	GRANDE P WINNIPEG	05200SH	SHORT		
				[illegible]	NIVERVIL WINNIPEG	05200SH	SHORT		
				[illegible]	DUFROST WINNIPEG	05200SH	SHORT		
				[illegible]	EMERSON WINNIPEG	05200SH	SHORT		
				[illegible]	NOYES WINNIPEG	05200MA	MANIF		
				[illegible]	T R FALL WINNIPEG	05200MA	MANIF		
				[illegible]	GLENWOOD WINNIPEG	05200MA	MANIF		
				[illegible]	ST PAUL WINNIPEG	05200MA	MANIF		
				[illegible]	HUMBOLDT WINNIPEG	05200MA	MANIF		
				[illegible]	HUMBOLDT BRANDON	05600PO	POTSH		
				[illegible]	ST PAUL BRANDON	05600EG	EGRAI		
				[illegible]	ST PAUL BRANDON	05600PO	POTSH		
				[illegible]	GLENWOOD BRANDON	05600PO	POTSH		
				[illegible]	GLENWOOD BIENFAIT	05675MA	MANIF		

At WINNIPEG 05200 ,from headend of train 491

Train Arr Local Time:0305	DOW: S,M,T,W,T,F,S				Train Dep Local Time:0710	DOW: S,M,T,W,T,F,S			Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
GRANDE P WINNIPEG	05200SH	SHORT		S/Off					
NIVERVIL WINNIPEG	05200SH	SHORT		S/Off					
DUFROST WINNIPEG	05200SH	SHORT		S/Off					
EMERSON WINNIPEG	05200SH	SHORT		S/Off					
NOYES WINNIPEG	05200MA	MANIF		S/Off					
T R FALL WINNIPEG	05200MA	MANIF		S/Off					
GLENWOOD WINNIPEG	05200MA	MANIF		S/Off					
ST PAUL WINNIPEG	05200MA	MANIF		S/Off					
HUMBOLDT WINNIPEG	05200MA	MANIF		S/Off					
				[illegible]	HUMBOLDT BRANDON	05600PO	POTSH		
				[illegible]	ST PAUL BRANDON	05600EG	EGRAI		
				[illegible]	ST PAUL BRANDON	05600PO	POTSH		
				[illegible]	GLENWOOD BRANDON	05600PO	POTSH		
				[illegible]	GLENWOOD BIENFAIT	05675MA	MANIF		

Business Rules and Design Notes for WINNIPEG 05200:
Designed Departure: 4500 Feet, 2445 tons

At BRANDON 05600 ,from headend of train 491

Train Arr Local Time:1110	DOW: S,M,T,W,T,F,S				Train Dep Local Time:	DOW:			Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
HUMBOLDT BRANDON	05600PO	POTSH		S/Off					
ST PAUL BRANDON	05600EG	EGRAI		S/Off					
ST PAUL BRANDON	05600PO	POTSH		S/Off					
GLENWOOD BRANDON	05600PO	POTSH		S/Off					
GLENWOOD BIENFAIT	05675MA	MANIF	P42	S/Off					

Condensed Block to Train Activity

Train:491
Ver :7

*PUx = Pickup Blockswap
*SOx = Setoff Blockswap

Ord	Blk Orig	Blk Dest	Blk Name	S T A U L	H U M B O L D T	G L E W O O D	T R F A L L	N E W F O L D	K A R L S A T	L A K E B R O	O R L E A N	N O Y E S	E M E R S O	D U F R O S T	C A R E Y	N I V E R V I	G R A N D E	W I N N I P	B R A N D O	MRail OCT07 Traf. File Est Feet
1	ST PAUL	GLENWOOD	04930MA	PU	>>>	SO														491
2	SUPERIOR	GLENWOOD	04930MA		>>>	SO														208
3	ST PAUL	MOOSE JA	06300MA	PU	>>>															123
4	ST PAUL	GLENWOOD	04930EG	PU	>>>	SO														573
5	GRANDE P	WINNIPEG	05200SH														PU	SO		
6	NIVERVIL	WINNIPEG	05200SH													PU	>>>	SO		17
7	DUFROST	WINNIPEG	05200SH											PU	>>>	>>>	>>>	SO		
8	EMERSON	WINNIPEG	05200SH										PU	>>>	>>>	>>>	>>>	SO		171
9	NOYES	CAREY	05222OC									PU	>>>	>>>	SO					
10	NOYES	WINNIPEG	05200MA									PU	>>>	>>>	>>>	>>>	>>>	SO		4
11	GLENWOOD	NOYES	04925MA			PU	>>>	>>>	>>>	>>>	>>>	SO								
12	GLENWOOD	T R FALL	04915EG			PU	SO													184
13	GLENWOOD	T R FALL	04915MA			PU	SO													57
14	T R FALL	NEWFOLDE	04918SH				PU	SO												11
15	T R FALL	KARLSTAD	04920SH				PU	>>>	SO											
16	T R FALL	LAKEBRON	04922SH				PU	>>>	>>>	SO										
17	T R FALL	ORLEANS	04924SH				PU	>>>	>>>	>>>	SO									
18	T R FALL	WINNIPEG	05200MA				PU	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO		123
19	GLENWOOD	WINNIPEG	05200MA			PU	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO		126
20	ST PAUL	WINNIPEG	05200MA	PU	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO		883
21	HUMBOLDT	WINNIPEG	05200MA		PU	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO		746
22	HUMBOLDT	BRANDON	05600PO		PU	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO	273
23	ST PAUL	BRANDON	05600EG	PU	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO	2697
24	ST PAUL	BRANDON	05600PO	PU	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO	2083
25	GLENWOOD	BRANDON	05600PO			PU	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO	214
26	GLENWOOD	BIENFAIT	05675MA			PU	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	PU	120

			S T A U L	H U M B O L D T	G L E W O O D	T R F A L L	N E W F O L D	K A R L S A T	L A K E B R O	O R L E A N	N O Y E S	E M E R S O	D U F R O S T	C A R E Y	N I V E R V I	G R A N D E	W I N N I P	B R A N D O	MRail OCT07 Traf. File Est Feet
		Blks PU	7	2	6	5	0	0	0	0	2	1	1	0	1	1	0	0		
		Blks SO	0	0	4	2	1	1	1	1	1	0	0	1	0	0	9	5		
		Blks Thr	0	7	5	9	13	12	11	10	9	11	12	12	12	13	5	0		
		Blks Dep	7	9	11	14	13	12	11	10	11	12	13	12	13	14	5	0		
FSOP	Max *	Feet K	7.5	7.5	7.3	7.3	7.3	7.3	7.3	7.3	7.3	8.2	8.2	8.2	8.2	8.2	9.5	9.5		
Design		Tons K	3.7	3.7	3.7	4.4	4.4	4.4	4.4	4.4	4.4	4.4	4.4	4.4	4.4	4.4	2.4	2.4		
Design		Feet K	5.6	5.6	5.6	6.4	6.4	6.4	6.4	6.4	6.4	6.4	6.4	6.4	6.4	6.4	4.5	4.5		
OCT07	Average	Cars	120	138	125	123	123	123	123	123	123	126	126	126	126	126	93	0		
OCT07	Average	Tons K	4.5	5.6	4.9	4.9	4.9	4.9	4.9	4.9	4.9	5.0	5.0	5.0	5.0	5.0	2.8	0.0		
OCT07	Average	Feet K	7.1	8.1	7.4	7.3	7.3	7.3	7.3	7.3	7.3	7.4	7.4	7.4	7.5	7.5	5.4	0.0		

Created: 16:31:33 9/6/2007 Scenario:M:\FALL_BIOP_2007\
Product Design [redacted] Canadian Pacific Railway - Ingenuity

Train Design
Integrated Operating Plan
Train: 493 Version:1
Bensenville - Bredenbury

Operates : __ Mo __ We __ Fr Sa Scheduled Effective (MM/DD/YYYY): 9/10/2007
Expires (MM/DD/YYYY): 3/30/2008

	Total	Stn	Sub	Chicag	Non CP	Manito	Saskwn	StPaul
Transit (HHH:MM):	056:40	010:50	045:50	016:10	000:05	017:35	000:00	022:50
Av.Speed (MPH):	19.0		24.0	24.7	12.0	18.1	0.0	17.5
Distance (Miles):	1117.0			400.0	1.0	317.8	0.0	398.8
Crew Starts :	8			2	0	2	0	4
Work Locations :	4			2	0	1	1	0

Train Objectives

Objective: Operates ex Bensenville to Bredenbury via Emerson, handling empty grain and potash cars.

Anchor Blocks: Empty hoppers.

Power Design

Power: 1 AC F. Power cycles from Train 288. Power cycles to Train 452.

Condensed Schedule for Train 493 Version 1

ARRIVE Clock HHMM	TZ	D	Elapse HHMM	DOW SMTWTFS	Station/Location	SA	Stn Time DEPART Clock HHMM	TZ	D	Elapse HHMM	DOW SMTWTFS	F	W	C	I	L	D	MAX Length	Projected Typical Length	Tons	Run - Next HHMM	Miles
					BENSENVILLE	CH	0000	0930	CT	0	00000	NYNYNYY	F	W	C		L		7000	5995*	3100*	0335	79.7
1305	CT	0	00335	NYNYNYY	MILWAUKEE	CH	0030	1335	CT	0	00405	NYNYNYY							7000	5995	3100	0235	92.2
1610	CT	0	00640	NYNYNYY	PORTAGE	CH	0045	1655	CT	0	00725	NYNYNYY			C				7000	5995	3100	0335	103.0
2030	CT	0	01100	NYNYNYY	LA CROSSE	CH	0000	2030	CT	0	01100	NYNYNYY		W					7000	5995	3100	0035	6.8
2105	CT	0	01135	NYNYNYY	RIVER JCT WEST	CH	0000	2105	CT	0	01135	NYNYNYY							7000	5995	3100	0350	104.2
0055	CT	1	01525	YNYNYNY	ST CROIX JUNCTIO	CH	0000	0055	CT	1	01525	YNYNYNY							7000	5995	3100	0050	15.2
0145	CT	1	01615	YNYNYNY	ST PAUL	SP	0045	0230	CT	1	01700	YNYNYNY			C				7000	5995	3100	0055	13.3
0325	CT	1	01755	YNYNYNY	MINNEAPOLIS IMS	SP	0000	0325	CT	1	01755	YNYNYNY							7000	5995	3100	0025	3.2
0350	CT	1	01820	YNYNYNY	MINNEAPOLIS HUMB	SP	0000	0350	CT	1	01820	YNYNYNY							7000	5995	3100	0645	115.8
1035	CT	1	02505	YNYNYNY	GLENWOOD	SP	0115	1150	CT	1	02620	YNYNYNY			C		L		7000	5995	3100	0500	144.3
1650	CT	1	03120	YNYNYNY	WINGER	SP	0000	1650	CT	1	03120	YNYNYNY							7000	5995	3100	0130	42.8
1820	CT	1	03250	YNYNYNY	THIEF RIVER FALL	SP	0130	1950	CT	1	03420	YNYNYNY			C				7000	5995	3100	0035	17.1
2025	CT	1	03455	YNYNYNY	NEWFOLDEN	SP	0000	2025	CT	1	03455	YNYNYNY							7000	5995	3100	0020	10.8
2045	CT	1	03515	YNYNYNY	STRANDQUIST	SP	0000	2045	CT	1	03515	YNYNYNY							7000	5995	3100	0015	6.8
2100	CT	1	03530	YNYNYNY	KARLSTAD	SP	0000	2100	CT	1	03530	YNYNYNY							7000	5995	3100	0035	13.0
2135	CT	1	03605	YNYNYNY	LAKE BRONSON	SP	0000	2135	CT	1	03605	YNYNYNY							7000	5995	3100	0100	31.4
2235	CT	1	03705	YNYNYNY	NOYES	SP	0200	0035	CT	2	03905	YYNYNYN			C				7000	5995	3100	0000	.3
0035	CT	2	03905	YYNYNYN	EMERSON	MA	0000	0035	CT	2	03905	YYNYNYN							7000	5995	3100	0010	3.2
0045	CT	2	03915	YYNYNYN	FREDENSTHAL	MA	0000	0045	CT	2	03915	YYNYNYN							7000	5995	3100	0025	6.7
0110	CT	2	03940	YYNYNYN	DOMINION CITY	MA	0000	0110	CT	2	03940	YYNYNYN							7000	5995	3100	0025	8.0
0135	CT	2	04005	YYNYNYN	ARNAUD	MA	0000	0135	CT	2	04005	YYNYNYN							7000	5995	3100	0025	8.9
0200	CT	2	04030	YYNYNYN	DUFROST	MA	0000	0200	CT	2	04030	YYNYNYN							7000	5995	3100	0015	4.8
0215	CT	2	04045	YYNYNYN	CAREY	MA	0000	0215	CT	2	04045	YYNYNYN							7000	5995	3100	0010	3.7
0225	CT	2	04055	YYNYNYN	OTTERBURNE	MA	0000	0225	CT	2	04055	YYNYNYN							7000	5995	3100	0025	7.5
0250	CT	2	04120	YYNYNYN	NIVERVILLE	MA	0000	0250	CT	2	04120	YYNYNYN							7000	5995	3100	0035	11.7
0325	CT	2	04155	YYNYNYN	GRANDE POINTE	MA	0000	0325	CT	2	04155	YYNYNYN							7000	5995	3100	0030	10.5
0355	CT	2	04225	YYNYNYN	WINNIPEG	MA	0215	0610	CT	2	04440	YYNYNYN			C				7000	5995	3100	0105	39.0
0715	CT	2	04545	YYNYNYN	POPLAR POINT	MA	0130	0845	CT	2	04715	YYNYNYN		W					7000	5995	3100	0025	17.3
0910	CT	2	04740	YYNYNYN	PORTAGE LA PRAIR	MA	0000	0910	CT	2	04740	YYNYNYN							7000	5995	3100	0310	77.9
1220	CT	2	05050	YYNYNYN	MINNEDOSA	MA	0020	1240	CT	2	05110	YYNYNYN			C				7000	5995	3100	0530	118.6
1810	CT	2	05640	YYNYNYN	BREDENBURY	SK								W					7000	5995	3100		

Fuel F D Customs
Work W L Locomotive Svc
Crew C I Perishable Insp

Lift and Setout Activity

At BENSENVILLE 04540 ,from headend of train 493

Train Arr Local Time:	DOW:				Train Dep Local Time:0930	DOW: ,M, ,W, ,F,S			Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
				Lift	BENSENVI BRANDON	05600PO	POTSH		
				Lift	BENSENVI LA CROSSE	04817MA	MANIF		
				Lift	BENSENVI BREDENBURY	05850PO	POTSH		

Business Rules and Design Notes for BENSENVILLE 04540:
Designed Departure: 5995 Feet, 3100 tons

At LA CROSSE 04817 ,from headend of train 493

Train Arr Local Time:2030	DOW: ,M, ,W, ,F,S				Train Dep Local Time:2030	DOW: ,M, ,W, ,F,S			Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
				Thru	BENSENVI BRANDON	05600PO	POTSH		
BENSENVI LA CROSSE	04817MA	MANIF		S/Off					
				Lift	LA CROSS BRANDON	05600EG	EGRAI		
				Lift	LA CROSS BREDENBURY	05850PO	POTSH		
				Thru	BENSENVI BREDENBURY	05850PO	POTSH		

At POPLAR POINT 05316 ,from headend of train 493

Train Arr Local Time:0715	DOW: S,M, ,W, ,F, ,				Train Dep Local Time:0845	DOW: S,M, ,W, ,F, ,			Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
BENSENVI BRANDON	05600PO	POTSH	451	S/Off					
LA CROSS BRANDON	05600EG	EGRAI	451	S/Off					
				Lift	BRANDON BREDENBURY	05850PO	POTSH	450	
				Thru	LA CROSS BREDENBURY	05850PO	POTSH		
				Thru	BENSENVI BREDENBURY	05850PO	POTSH		

At BREDENBURY 05850 ,from headend of train 493

Train Arr Local Time:1810	DOW: S,M, ,W, ,F, ,				Train Dep Local Time:	DOW:			Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
BRANDON BREDENBURY	05850PO	POTSH		S/Off					
LA CROSS BREDENBURY	05850PO	POTSH		S/Off					
BENSENVI BREDENBURY	05850PO	POTSH		S/Off					

Condensed Block to Train Activity

Ord	Blk Orig	Blk Dest	Blk Name	BEINV I	LAST S	POP S	BRK U	MRail OCT07 Traf. File Est Feet
	Train:493							
	Ver :1							
	*PUx = Pickup Blockswap							
	*SOx = Setoff Blockswap							
1	BENSENVI	BRANDON	05600PO		>>>			4680
2	BENSENVI	LA CROSS	04817MA		SO			448
3	LA CROSS	BRANDON	05600EG					32
4	BRANDON	BREDENBU	05850PO				SO	965
5	LA CROSS	BREDENBU	05850PO			>>>	SO	
6	BENSENVI	BREDENBU	05850PO		>>>	>>>	SO	6601

		Blks PU	3	2	1	0	
		Blks SO	0	1	2	3	
		Blks Thr	0	2	2	0	
		Blks Dep	3	4	3	0	
FSOP	Max *	Feet K	7.0	7.0	7.0	7.0	
Design		Tons K	3.1	3.1	3.1	3.1	
Design		Feet K	6.0	6.0	6.0	6.0	
OCT07	Average	Cars	200	194	129	0	
OCT07	Average	Tons K	6.3	6.0	4.0	0.0	
OCT07	Average	Feet K	***	***	7.6	0.0	

Created: 16:31:34 9/6/2007 Scenario:M:\FALL_BIOP_2007\

Train Design
Integrated Operating Plan
Train: 496 Version:1
Moose Jaw - St Paul

Operates : Su Mo Tu We Th Fr Sa Scheduled

Effective (MM/DD/YYYY): 9/10/2007
Expires (MM/DD/YYYY): 3/30/2008

	Total	Stn	Sub	Saskwn	StPaul
Transit (HHH:MM):	042:25	011:40	030:45	007:25	035:00
Av.Speed (MPH):	17.0		23.0	22.3	16.0
Distance (Miles):	725.0			165.2	560.7
Crew Starts :	5			1	4
Work Locations :	21			6	15

Train Objectives

Objective: Operates ex Moose Jaw to St Paul, handling manifest traffic, as well as grain for St Paul. Works Weyburn, Portal and Carrington sub shorts as required.

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Anchor: Manifest and grain.

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Power Design

Power: 2 AC's F-R. Power cycles from Train 497. Power cycles to Train 286.

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Condensed Schedule for Train 496 Version 1

ARRIVE Clock HHMM	TZ	D	Elapse HHMM	DOW SMTWTFS	Station/Location	SA	Stn Time HHMM	DEPART Clock HHMM	TZ	D	Elapse HHMM	DOW SMTWTFS	F	W	C	I	L	D	MAX Length	Projected Typical Length	Tons	Run - Next HHMM	Miles
					MOOSE JAW	SK	0000	1300	ST	0	00000	YYYYYYY	F	W	C		L		6600	3700*	5968*	0105	30.8
1405	ST	0	00105	YYYYYYY	ROULEAU	SK	0000	1405	ST	0	00105	YYYYYYY		W					6600	3700	5968	0035	16.2
1440	ST	0	00140	YYYYYYY	CORINNE	SK	0000	1440	ST	0	00140	YYYYYYY		W					6600	3700	5968	0015	5.9
1455	ST	0	00155	YYYYYYY	MILESTONE	SK	0000	1455	ST	0	00155	YYYYYYY		W					6600	3700	5968	0120	38.3
1615	ST	0	00315	YYYYYYY	WEYBURN	SK	0045	1700	ST	0	00400	YYYYYYY		W					6600	3700	5968	0135	52.4
1835	ST	0	00535	YYYYYYY	ESTEVAN	SK	0045	1920	ST	0	00620	YYYYYYY		W					6600	3700	5968	0105	21.6
2025	ST	0	00725	YYYYYYY	PORTAL	SP	0320	0045	CT	1	01045	YYYYYYY		W	C	I			7300	3700	5968	0025	9.6
0110	CT	1	01110	YYYYYYY	FLAXTON	SP	0000	0110	CT	1	01110	YYYYYYY		W					7300	3700	5968	0100	21.8
0210	CT	1	01210	YYYYYYY	KENMARE	SP	0000	0210	CT	1	01210	YYYYYYY		W					7300	3700	5968	0040	14.7
0250	CT	1	01250	YYYYYYY	DONNYBROOK	SP	0000	0250	CT	1	01250	YYYYYYY		W					7300	3700	5968	0125	37.1
0415	CT	1	01415	YYYYYYY	MINOT	SP	0045	0500	CT	1	01500	YYYYYYY		W					7300	3700	5968	0105	24.4
0605	CT	1	01605	YYYYYYY	VOLTAIRE	SP	0000	0605	CT	1	01605	YYYYYYY		W					7300	3700	5968	0055	23.1
0700	CT	1	01700	YYYYYYY	DRAKE	SP	0000	0700	CT	1	01700	YYYYYYY		W					7300	3700	5968	0050	23.0
0750	CT	1	01750	YYYYYYY	HARVEY	SP	0235	1025	CT	1	02025	YYYYYYY		W	C				7300	4300*	6935*	0150	44.1
1215	CT	1	02215	YYYYYYY	CARRINGTON	SP	0000	1215	CT	1	02215	YYYYYYY		W					7300	4300	6935	0140	45.6
1355	CT	1	02355	YYYYYYY	LEAL	SP	0000	1355	CT	1	02355	YYYYYYY		W					7300	4300	6935	0040	19.8
1435	CT	1	02435	YYYYYYY	VALLEY CITY	SP	0000	1435	CT	1	02435	YYYYYYY		W					7300	4300	6935	0100	21.9
1535	CT	1	02535	YYYYYYY	LUCCA	SP	0000	1535	CT	1	02535	YYYYYYY		W					7300	4300	6935	0015	7.8
1550	CT	1	02550	YYYYYYY	ENDERLIN	SP	0215	1805	CT	1	02805	YYYYYYY		W	C				7300	4300	6935	0200	51.7
2005	CT	1	03005	YYYYYYY	HANKINSON	SP	0000	2005	CT	1	03005	YYYYYYY		W					7300	4300	6935	0340	85.3
2345	CT	1	03345	YYYYYYY	GLENWOOD	SP	0115	0100	CT	2	03500	YYYYYYY			C				7300	2500*	4700*	0615	115.8
0715	CT	2	04115	YYYYYYY	MINNEAPOLIS HUMB	SP	0000	0715	CT	2	04115	YYYYYYY							7300	2500	4700	0110	15.1
0825	CT	2	04225	YYYYYYY	ST PAUL	SP								W					7300	2500	4700		

Fuel F D Customs
Work W L Locomotive Svc
Crew C I Perishable Insp

Lift and Setout Activity

At MOOSE JAW 06300 ,from headend of train 496

Train Arr Local Time:	DOW:				Train Dep Local Time:1300	DOW: S,M,T,W,T,F,S			Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
					MOOSE JA ROULEAU	06100OC	OCS		
					MOOSE JA ROULEAU	06100SH	SHORT		
					MOOSE JA CORINNE	06097SH	SHORT		
					MOOSE JA MILESTONE	06096SH	SHORT		
					MOOSE JA WEYBURN	06088SH	SHORT		
					MOOSE JA ESTEVAN	06077SH	SHORT		
					MEDICINE VOLTAIRE	04979MA	MANIF	460	
					MOOSE JA GLENWOOD	04930MA	MANIF		
					MOOSE JA HARVEY	04973MA	MANIF		
					MOOSE JA ST PAUL	04850MA	MANIF		
					REGINA ST PAUL	04850MA	MANIF	K49	

Business Rules and Design Notes for MOOSE JAW 06300:
Designed Departure: 3700 Feet, 5968 tons

At ROULEAU 06100 ,from headend of train 496

Train Arr Local Time:1405	DOW: S,M,T,W,T,F,S				Train Dep Local Time:1405	DOW: S,M,T,W,T,F,S			Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
MOOSE JA ROULEAU	06100OC	OCS		S/Off					
MOOSE JA ROULEAU	06100SH	SHORT		S/Off					
					MOOSE JA CORINNE	06097SH	SHORT		
					MOOSE JA MILESTONE	06096SH	SHORT		
					MOOSE JA WEYBURN	06088SH	SHORT		
					MOOSE JA ESTEVAN	06077SH	SHORT		
					MEDICINE VOLTAIRE	04979MA	MANIF		
					MOOSE JA GLENWOOD	04930MA	MANIF		
					MOOSE JA HARVEY	04973MA	MANIF		
					MOOSE JA ST PAUL	04850MA	MANIF		
					REGINA ST PAUL	04850MA	MANIF		

At CORINNE 06097 ,from headend of train 496

Train Arr Local Time:1440	DOW: S,M,T,W,T,F,S				Train Dep Local Time:1440	DOW: S,M,T,W,T,F,S			Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
MOOSE JA CORINNE	06097SH	SHORT		S/Off					
					MOOSE JA MILESTONE	06096SH	SHORT		
					MOOSE JA WEYBURN	06088SH	SHORT		
					MOOSE JA ESTEVAN	06077SH	SHORT		
					MEDICINE VOLTAIRE	04979MA	MANIF		
					MOOSE JA GLENWOOD	04930MA	MANIF		
					MOOSE JA HARVEY	04973MA	MANIF		
					MOOSE JA ST PAUL	04850MA	MANIF		
					REGINA ST PAUL	04850MA	MANIF		

At MILESTONE 06096 ,from headend of train 496

Train Arr Local Time:1455	DOW: S,M,T,W,T,F,S				Train Dep Local Time:1455	DOW: S,M,T,W,T,F,S			Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
MOOSE JA MILESTONE	06096SH	SHORT		S/Off					
					MOOSE JA WEYBURN	06088SH	SHORT		
					MOOSE JA ESTEVAN	06077SH	SHORT		
					MEDICINE VOLTAIRE	04979MA	MANIF		
					MOOSE JA GLENWOOD	04930MA	MANIF		
					MOOSE JA HARVEY	04973MA	MANIF		
					MOOSE JA ST PAUL	04850MA	MANIF		
					REGINA ST PAUL	04850MA	MANIF		

At WEYBURN 06088 ,from headend of train 496

Train Arr Local Time:1615	DOW: S,M,T,W,T,F,S				Train Dep Local Time:1700	DOW: S,M,T,W,T,F,S			Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
MOOSE JA WEYBURN	06088SH	SHORT		S/Off					

[illegible]	MOOSE JA ESTEVAN	06077SH SHORT	
Lift	WEYBURN MINOT	04985MA MANIF	
[illegible]	MEDICINE VOLTAIRE	04979MA MANIF	
[illegible]	MOOSE JA GLENWOOD	04930MA MANIF	
[illegible]	MOOSE JA HARVEY	04973MA MANIF	
[illegible]	MOOSE JA ST PAUL	04850MA MANIF	
[illegible]	REGINA ST PAUL	04850MA MANIF	

At ESTEVAN 06077 ,from headend of train 496

Train Arr Local Time:1835	DOW: S,M,T,W,T,F,S		Train Dep Local Time:1920	DOW: S,M,T,W,T,F,S	Block
Inbound Block	Road Blk	BSwp	Outbound Block	Road Blk	BSwp DOW
Origin Destination	BlkName Type	To Event	Origin Destination	BlkName Type	From Notes
MOOSE JA ESTEVAN	06077SH SHORT	S/Off			
		Lift	ESTEVAN MINOT	04985SH SHORT	
		[illegible]	WEYBURN MINOT	04985MA MANIF	
		[illegible]	MEDICINE VOLTAIRE	04979MA MANIF	
		Lift	ESTEVAN LUCCA	04956OC OCS	
		[illegible]	MOOSE JA GLENWOOD	04930MA MANIF	
		[illegible]	MOOSE JA HARVEY	04973MA MANIF	
		[illegible]	MOOSE JA ST PAUL	04850MA MANIF	
		[illegible]	REGINA ST PAUL	04850MA MANIF	

At PORTAL 04995 ,from headend of train 496

Train Arr Local Time:2025	DOW: S,M,T,W,T,F,S		Train Dep Local Time:0045	DOW: S,M,T,W,T,F,S	Block
Inbound Block	Road Blk	BSwp	Outbound Block	Road Blk	BSwp DOW
Origin Destination	BlkName Type	To Event	Origin Destination	BlkName Type	From Notes
		Lift	PORTAL DONNYBROOK	04991OC OCS	
		[illegible]	ESTEVAN MINOT	04985SH SHORT	
		[illegible]	WEYBURN MINOT	04985MA MANIF	
		[illegible]	MEDICINE VOLTAIRE	04979MA MANIF	
		[illegible]	ESTEVAN LUCCA	04956OC OCS	
		[illegible]	MOOSE JA GLENWOOD	04930MA MANIF	
		[illegible]	MOOSE JA HARVEY	04973MA MANIF	
		[illegible]	MOOSE JA ST PAUL	04850MA MANIF	
		[illegible]	REGINA ST PAUL	04850MA MANIF	

At FLAXTON 04994 ,from headend of train 496

Train Arr Local Time:0110	DOW: S,M,T,W,T,F,S		Train Dep Local Time:0110	DOW: S,M,T,W,T,F,S	Block
Inbound Block	Road Blk	BSwp	Outbound Block	Road Blk	BSwp DOW
Origin Destination	BlkName Type	To Event	Origin Destination	BlkName Type	From Notes
		[illegible]	PORTAL DONNYBROOK	04991OC OCS	
		Lift	FLAXTON ST PAUL	04850GD GDOM	
		Lift	FLAXTON MINOT	04985SH SHORT	
		[illegible]	ESTEVAN MINOT	04985SH SHORT	
		[illegible]	WEYBURN MINOT	04985MA MANIF	
		[illegible]	MEDICINE VOLTAIRE	04979MA MANIF	
		[illegible]	ESTEVAN LUCCA	04956OC OCS	
		[illegible]	MOOSE JA GLENWOOD	04930MA MANIF	
		[illegible]	MOOSE JA HARVEY	04973MA MANIF	
		[illegible]	MOOSE JA ST PAUL	04850MA MANIF	
		[illegible]	REGINA ST PAUL	04850MA MANIF	

At KENMARE 04992 ,from headend of train 496

Train Arr Local Time:0210	DOW: S,M,T,W,T,F,S		Train Dep Local Time:0210	DOW: S,M,T,W,T,F,S	Block
Inbound Block	Road Blk	BSwp	Outbound Block	Road Blk	BSwp DOW
Origin Destination	BlkName Type	To Event	Origin Destination	BlkName Type	From Notes
		[illegible]	PORTAL DONNYBROOK	04991OC OCS	
		[illegible]	FLAXTON ST PAUL	04850GD GDOM	
		[illegible]	FLAXTON MINOT	04985SH SHORT	
		[illegible]	ESTEVAN MINOT	04985SH SHORT	
		[illegible]	WEYBURN MINOT	04985MA MANIF	
		[illegible]	MEDICINE VOLTAIRE	04979MA MANIF	
		Lift	KENMARE ST PAUL	04850GD GDOM	
		Lift	KENMARE MILWAUKEE	04760GD GDOM	
		[illegible]	ESTEVAN LUCCA	04956OC OCS	
		[illegible]	MOOSE JA GLENWOOD	04930MA MANIF	
		[illegible]	MOOSE JA HARVEY	04973MA MANIF	
		[illegible]	MOOSE JA ST PAUL	04850MA MANIF	
		[illegible]	REGINA ST PAUL	04850MA MANIF	

At DONNYBROOK 04991 ,from headend of train 496

Train Arr Local Time:0250	DOW: S,M,T,W,T,F,S		Train Dep Local Time:0250	DOW: S,M,T,W,T,F,S	Block

Inbound Block Origin	Destination	Road BlkName	Blk Type	BSwp To	Event	Outbound Block Origin	Destination	Road BlkName	Blk Type	BSwp From	DOW Notes
PORTAL	DONNYBROOK	04991OC	OCS		S/Off						
						FLAXTON	ST PAUL	04850GD	GDOM		
						FLAXTON	MINOT	04985SH	SHORT		
						ESTEVAN	MINOT	04985SH	SHORT		
						WEYBURN	MINOT	04985MA	MANIF		
						MEDICINE	VOLTAIRE	04979MA	MANIF		
						KENMARE	ST PAUL	04850GD	GDOM		
						KENMARE	MILWAUKEE	04760GD	GDOM		
						ESTEVAN	LUCCA	049560C	OCS		
						MOOSE JA	GLENWOOD	04930MA	MANIF		
						MOOSE JA	HARVEY	04973MA	MANIF		
						MOOSE JA	ST PAUL	04850MA	MANIF		
						REGINA	ST PAUL	04850MA	MANIF		

At MINOT 04985 ,from headend of train 496

Train Arr Local Time:0415 Inbound Block Origin	Destination	DOW: S,M,T,W,T,F,S Road BlkName	Blk Type	BSwp To	Event	Train Dep Local Time:0500 Outbound Block Origin	Destination	DOW: S,M,T,W,T,F,S Road BlkName	Blk Type	BSwp From	Block DOW Notes
						FLAXTON	ST PAUL	04850GD	GDOM		
FLAXTON	MINOT	04985SH	SHORT		S/Off						
ESTEVAN	MINOT	04985SH	SHORT		S/Off						
WEYBURN	MINOT	04985MA	MANIF		S/Off						
						MEDICINE	VOLTAIRE	04979MA	MANIF		
						MINOT	ST PAUL	04850MA	MANIF		
						KENMARE	ST PAUL	04850GD	GDOM		
						KENMARE	MILWAUKEE	04760GD	GDOM		
						ESTEVAN	LUCCA	049560C	OCS		
						MOOSE JA	GLENWOOD	04930MA	MANIF		
						MOOSE JA	HARVEY	04973MA	MANIF		
						MOOSE JA	ST PAUL	04850MA	MANIF		
						REGINA	ST PAUL	04850MA	MANIF		

At VOLTAIRE 04979 ,from headend of train 496

Train Arr Local Time:0605 Inbound Block Origin	Destination	DOW: S,M,T,W,T,F,S Road BlkName	Blk Type	BSwp To	Event	Train Dep Local Time:0605 Outbound Block Origin	Destination	DOW: S,M,T,W,T,F,S Road BlkName	Blk Type	BSwp From	Block DOW Notes
						FLAXTON	ST PAUL	04850GD	GDOM		
MEDICINE	VOLTAIRE	04979MA	MANIF		S/Off						
						MINOT	ST PAUL	04850MA	MANIF		
						KENMARE	ST PAUL	04850GD	GDOM		
						KENMARE	MILWAUKEE	04760GD	GDOM		
						ESTEVAN	LUCCA	049560C	OCS		
						MOOSE JA	GLENWOOD	04930MA	MANIF		
						MOOSE JA	HARVEY	04973MA	MANIF		
						MOOSE JA	ST PAUL	04850MA	MANIF		
						REGINA	ST PAUL	04850MA	MANIF		

At DRAKE 04976 ,from headend of train 496

Train Arr Local Time:0700 Inbound Block Origin	Destination	DOW: S,M,T,W,T,F,S Road BlkName	Blk Type	BSwp To	Event	Train Dep Local Time:0700 Outbound Block Origin	Destination	DOW: S,M,T,W,T,F,S Road BlkName	Blk Type	BSwp From	Block DOW Notes
						FLAXTON	ST PAUL	04850GD	GDOM		
						MINOT	ST PAUL	04850MA	MANIF		
						KENMARE	ST PAUL	04850GD	GDOM		
						KENMARE	MILWAUKEE	04760GD	GDOM		
						DRAKE	MILWAUKEE	04760GD	GDOM		
						DRAKE	ST PAUL	04850MA	MANIF		
						ESTEVAN	LUCCA	049560C	OCS		
						MOOSE JA	GLENWOOD	04930MA	MANIF		
						MOOSE JA	HARVEY	04973MA	MANIF		
						MOOSE JA	ST PAUL	04850MA	MANIF		
						REGINA	ST PAUL	04850MA	MANIF		

At HARVEY 04973 ,from headend of train 496

Train Arr Local Time:0750 Inbound Block Origin	Destination	DOW: S,M,T,W,T,F,S Road BlkName	Blk Type	BSwp To	Event	Train Dep Local Time:1025 Outbound Block Origin	Destination	DOW: S,M,T,W,T,F,S Road BlkName	Blk Type	BSwp From	Block DOW Notes
						FLAXTON	ST PAUL	04850GD	GDOM		
						MINOT	ST PAUL	04850MA	MANIF		
						KENMARE	ST PAUL	04850GD	GDOM		

				[redacted]	KENMARE	MILWAUKEE	04760GD	GDOM	
				[redacted]	DRAKE	MILWAUKEE	04760GD	GDOM	
				[redacted]	DRAKE	ST PAUL	04850MA	MANIF	
				[redacted]	ESTEVAN	LUCCA	04956OC	OCS	
MOOSE JA	GLENWOOD	04930MA	MANIF	498	S/Off				
MOOSE JA	HARVEY	04973MA	MANIF		S/Off				
					Lift	HARVEY	ST PAUL	04850MA	MANIF
					Lift	HARVEY	CARRINGTON	04968SH	SHORT
					Lift	HARVEY	LEAL	04962SH	SHORT
					Lift	HARVEY	VALLEY CITY	04960SH	SHORT
					Lift	HARVEY	ENDERLIN	04955SH	SHORT
				[redacted]	MOOSE JA	ST PAUL	04850MA	MANIF	
				[redacted]	REGINA	ST PAUL	04850MA	MANIF	

Business Rules and Design Notes for HARVEY 04973:
Designed Departure: 4300 Feet, 6935 tons

At CARRINGTON 04968 ,from headend of train 496

Train Arr Local Time:1215		DOW: S,M,T,W,T,F,S				Train Dep Local Time:1215		DOW: S,M,T,W,T,F,S			Block
Inbound Block		Road	Blk	BSwp		Outbound Block		Road	Blk	BSwp	DOW
Origin	Destination	BlkName	Type	To	Event	Origin	Destination	BlkName	Type	From	Notes
					[redacted]	FLAXTON	ST PAUL	04850GD	GDOM		
					[redacted]	MINOT	ST PAUL	04850MA	MANIF		
					[redacted]	KENMARE	ST PAUL	04850GD	GDOM		
					[redacted]	KENMARE	MILWAUKEE	04760GD	GDOM		
					[redacted]	DRAKE	MILWAUKEE	04760GD	GDOM		
					[redacted]	DRAKE	ST PAUL	04850MA	MANIF		
					[redacted]	ESTEVAN	LUCCA	04956OC	OCS		
					[redacted]	HARVEY	ST PAUL	04850MA	MANIF		
HARVEY	CARRINGTON	04968SH	SHORT		S/Off						
					[redacted]	HARVEY	LEAL	04962SH	SHORT		
					[redacted]	HARVEY	VALLEY CITY	04960SH	SHORT		
					[redacted]	HARVEY	ENDERLIN	04955SH	SHORT		
					Lift	CARRINGT	ST PAUL	04850MA	MANIF		
					[redacted]	MOOSE JA	ST PAUL	04850MA	MANIF		
					[redacted]	REGINA	ST PAUL	04850MA	MANIF		

At LEAL 04962 ,from headend of train 496

Train Arr Local Time:1355		DOW: S,M,T,W,T,F,S				Train Dep Local Time:1355		DOW: S,M,T,W,T,F,S			Block
Inbound Block		Road	Blk	BSwp		Outbound Block		Road	Blk	BSwp	DOW
Origin	Destination	BlkName	Type	To	Event	Origin	Destination	BlkName	Type	From	Notes
					[redacted]	FLAXTON	ST PAUL	04850GD	GDOM		
					[redacted]	MINOT	ST PAUL	04850MA	MANIF		
					[redacted]	KENMARE	ST PAUL	04850GD	GDOM		
					[redacted]	KENMARE	MILWAUKEE	04760GD	GDOM		
					[redacted]	DRAKE	MILWAUKEE	04760GD	GDOM		
					[redacted]	DRAKE	ST PAUL	04850MA	MANIF		
					[redacted]	ESTEVAN	LUCCA	04956OC	OCS		
					[redacted]	HARVEY	ST PAUL	04850MA	MANIF		
HARVEY	LEAL	04962SH	SHORT		S/Off						
					[redacted]	HARVEY	VALLEY CITY	04960SH	SHORT		
					[redacted]	HARVEY	ENDERLIN	04955SH	SHORT		
					[redacted]	CARRINGT	ST PAUL	04850MA	MANIF		
					[redacted]	MOOSE JA	ST PAUL	04850MA	MANIF		
					[redacted]	REGINA	ST PAUL	04850MA	MANIF		

At VALLEY CITY 04960 ,from headend of train 496

Train Arr Local Time:1435		DOW: S,M,T,W,T,F,S				Train Dep Local Time:1435		DOW: S,M,T,W,T,F,S			Block
Inbound Block		Road	Blk	BSwp		Outbound Block		Road	Blk	BSwp	DOW
Origin	Destination	BlkName	Type	To	Event	Origin	Destination	BlkName	Type	From	Notes
					[redacted]	FLAXTON	ST PAUL	04850GD	GDOM		
					[redacted]	MINOT	ST PAUL	04850MA	MANIF		
					[redacted]	KENMARE	ST PAUL	04850GD	GDOM		
					[redacted]	KENMARE	MILWAUKEE	04760GD	GDOM		
					[redacted]	DRAKE	MILWAUKEE	04760GD	GDOM		
					[redacted]	DRAKE	ST PAUL	04850MA	MANIF		
					[redacted]	ESTEVAN	LUCCA	04956OC	OCS		
					[redacted]	HARVEY	ST PAUL	04850MA	MANIF		
HARVEY	VALLEY CITY	04960SH	SHORT		S/Off						
					[redacted]	HARVEY	ENDERLIN	04955SH	SHORT		
					[redacted]	CARRINGT	ST PAUL	04850MA	MANIF		
					[redacted]	MOOSE JA	ST PAUL	04850MA	MANIF		
					[redacted]	REGINA	ST PAUL	04850MA	MANIF		

At LUCCA 04956 ,from headend of train 496

Train Arr Local Time:1535	DOW: S,M,T,W,T,F,S				Train Dep Local Time:1535	DOW: S,M,T,W,T,F,S			Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
					FLAXTON ST PAUL	04850GD	GDOM		
					MINOT ST PAUL	04850MA	MANIF		
					KENMARE ST PAUL	04850GD	GDOM		
					KENMARE MILWAUKEE	04760GD	GDOM		
					DRAKE MILWAUKEE	04760GD	GDOM		
					DRAKE ST PAUL	04850MA	MANIF		
ESTEVAN LUCCA	04956OC	OCS		S/Off					
					HARVEY ST PAUL	04850MA	MANIF		
					HARVEY ENDERLIN	04955SH	SHORT		
					CARRINGT ST PAUL	04850MA	MANIF		
					MOOSE JA ST PAUL	04850MA	MANIF		
					REGINA ST PAUL	04850MA	MANIF		

At ENDERLIN 04955 ,from headend of train 496

Train Arr Local Time:1550	DOW: S,M,T,W,T,F,S				Train Dep Local Time:1805	DOW: S,M,T,W,T,F,S			Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
					FLAXTON ST PAUL	04850GD	GDOM		
					MINOT ST PAUL	04850MA	MANIF		
					KENMARE ST PAUL	04850GD	GDOM		
					KENMARE MILWAUKEE	04760GD	GDOM		
					DRAKE MILWAUKEE	04760GD	GDOM		
					DRAKE ST PAUL	04850MA	MANIF		
					HARVEY ST PAUL	04850MA	MANIF		
HARVEY ENDERLIN	04955SH	SHORT		S/Off					
					ENDERLIN ST PAUL	04850MA	MANIF		
					CARRINGT ST PAUL	04850MA	MANIF		
					MOOSE JA ST PAUL	04850MA	MANIF		
					REGINA ST PAUL	04850MA	MANIF		

At HANKINSON 04945 ,from headend of train 496

Train Arr Local Time:2005	DOW: S,M,T,W,T,F,S				Train Dep Local Time:2005	DOW: S,M,T,W,T,F,S			Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
					FLAXTON ST PAUL	04850GD	GDOM		
					MINOT ST PAUL	04850MA	MANIF		
					KENMARE ST PAUL	04850GD	GDOM		
					KENMARE MILWAUKEE	04760GD	GDOM		
					DRAKE MILWAUKEE	04760GD	GDOM		
					DRAKE ST PAUL	04850MA	MANIF		
					HARVEY ST PAUL	04850MA	MANIF		
					HANKINSO ST PAUL	04850MA	MANIF		
					ENDERLIN ST PAUL	04850MA	MANIF		
					CARRINGT ST PAUL	04850MA	MANIF		
					MOOSE JA ST PAUL	04850MA	MANIF		
					REGINA ST PAUL	04850MA	MANIF		

At ST PAUL 04850 ,from headend of train 496

Train Arr Local Time:0825	DOW: S,M,T,W,T,F,S				Train Dep Local Time:	DOW:			Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
FLAXTON ST PAUL	04850GD	GDOM		S/Off					
MINOT ST PAUL	04850MA	MANIF		S/Off					
KENMARE ST PAUL	04850GD	GDOM		S/Off					
KENMARE MILWAUKEE	04760GD	GDOM	* 1	S/Off					
DRAKE MILWAUKEE	04760GD	GDOM	* 2	S/Off					
DRAKE ST PAUL	04850MA	MANIF		S/Off					
HARVEY ST PAUL	04850MA	MANIF		S/Off					
HANKINSO ST PAUL	04850MA	MANIF		S/Off					
ENDERLIN ST PAUL	04850MA	MANIF		S/Off					
CARRINGT ST PAUL	04850MA	MANIF		S/Off					
MOOSE JA ST PAUL	04850MA	MANIF		S/Off					
REGINA ST PAUL	04850MA	MANIF		S/Off					

Business Rules and Design Notes for ST PAUL 04850:

Block Swap Notes:
* 1 swaps to 284 :486 :
* 2 swaps to 284 :486 :

Condensed Block to Train Activity

Train:496
Ver :1

*PUx = Pickup Blockswap
*SOx = Setoff Blockswap

Ord	Blk Orig	Blk Dest	Blk Name	MOOSE JA	ROULEAU	CORINNE	MILESTON	WEYBURN	ESTEVAN	PORTAL	FLAXTON	KENMARE	WEYBURN	MEDICINE	MINOT	KENMARE	DRAKE	DRAKE	ESTEVAN	MOOSE JA	HARVEY	HARVEY	HARVEY	HARVEY	HARVEY	HANKINSO	ENDERLIN	CARRINGT	MOOSE JA	REGINA	MRail OCT07 Traf. File	Est Feet
1	MOOSE JA	ROULEAU	06100OC		SO																										
2	MOOSE JA	ROULEAU	06100SH		SO																										
3	MOOSE JA	CORINNE	06097SH		>>>	SO																									171
4	MOOSE JA	MILESTON	06096SH		>>>	>>>	SO																								16
5	MOOSE JA	WEYBURN	06088SH		>>>	>>>	>>>	SO																							40
6	MOOSE JA	ESTEVAN	06077SH		>>>	>>>	>>>	>>>	SO																						89
7	PORTAL	DONNYBRO	04991OC								>>>	>>>	SO																		
8	FLAXTON	ST PAUL	04850GD									>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO			
9	FLAXTON	MINOT	04985SH									>>>	>>>	SO																	
10	ESTEVAN	MINOT	04985SH							>>>	>>>	>>>	>>>	SO																	155
11	WEYBURN	MINOT	04985MA						>>>	>>>	>>>	>>>	>>>	SO																	451
12	MEDICINE	VOLTAIRE	04979MA	PUx	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO																190
13	MINOT	ST PAUL	04850MA												>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO					373
14	KENMARE	ST PAUL	04850GD										>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO				117
15	KENMARE	MILWAUKE	04760GD										>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO				71
16	DRAKE	MILWAUKE	04760GD														>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO				7
17	DRAKE	ST PAUL	04850MA														>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO				548
18	ESTEVAN	LUCCA	04956OC							>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO								
19	MOOSE JA	GLENWOOD	04930MA		>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO													278
20	MOOSE JA	HARVEY	04973MA		>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO													538
21	HARVEY	ST PAUL	04850MA																>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO					101
22	HARVEY	CARRINGT	04968SH																SO												133
23	HARVEY	LEAL	04962SH																>>>	SO											22
24	HARVEY	VALLEY C	04960SH																>>>	>>>	SO										66
25	HARVEY	ENDERLIN	04955SH																>>>	>>>	>>>	>>>	>>>	SO							1836
26	HANKINSO	ST PAUL	04850MA																							SO					328
27	ENDERLIN	ST PAUL	04850MA																								>>>	SO			256
28	CARRINGT	ST PAUL	04850MA																			>>>	>>>	>>>	>>>	>>>	>>>	SO			24
29	MOOSE JA	ST PAUL	04850MA		>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO		939
30	REGINA	ST PAUL	04850MA	PUx	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO	726

		Blks PU	11	0	0	0	1	2	1	2	2	0	1	0	2	5	1	0	0	0	1	1	0	
		Blks SO	0	2	1	1	1	1	0	0	0	1	3	1	0	2	1	1	1	1	1	0	12	
		Blks Thr	0	9	8	7	6	6	8	9	11	12	9	9	9	9	13	13	12	11	10	11	0	
		Blks Dep	11	9	8	7	7	8	9	11	13	12	10	9	11	14	14	13	12	11	11	12	0	
FSOP	Max *	Feet K	6.6	6.6	6.6	6.6	6.6	6.6	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3	
Design		Tons K	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.9	6.9	6.9	6.9	6.9	6.9	6.9	4.7	
Design		Feet K	3.7	3.7	3.7	3.7	3.7	3.7	3.7	3.7	3.7	3.7	3.7	3.7	3.7	4.3	4.3	4.3	4.3	4.3	4.3	4.3	2.5	
OCT07	Average	Cars	50	50	47	47	54	55	55	55	58	58	54	51	62	85	83	82	81	81	54	59	0	

OCT07	Average	Tons K	4.6	4.6	4.5	4.5	5.4	5.7	5.7	5.7	6.1	6.1	5.5	5.1	6.4	7.0	6.8	6.7	6.5	6.5	5.8	6.2	0.0
OCT07	Average	Feet K	3.0	3.0	2.8	2.8	3.2	3.3	3.3	3.3	3.5	3.5	3.2	3.0	3.6	4.9	4.8	4.8	4.7	4.7	3.2	3.5	0.0

Created: 16:31:37 9/6/2007 Scenario:M:\FALL_BIOP_2007\

[redacted]

Train Design
Integrated Operating Plan
Train: 497 Version:1
Clearing BRC - Moose Jaw

Operates : Su Mo Tu We Th Fr Sa Scheduled

Effective (MM/DD/YYYY): 9/10/2007
Expires (MM/DD/YYYY): 3/30/2008

	Total	Stn	Sub	Chicag	Non CP	Saskwn	StPaul
Transit (HHH:MM):	068:40	021:00	047:40	021:17	000:58	006:45	039:40
Av.Speed (MPH):	16.0		24.0	19.4	7.9	24.5	14.1
Distance (Miles):	1145.0			412.0	7.6	165.1	560.8
Crew Starts :	8			2	1	0	5
Work Locations :	18			2	1	4	11

Train Objectives

Objective: Operates ex BRC Clearing to Moose Jaw, handling manifest traffic for Portage, Glenwood, Moose Jaw and Harvey.

Anchor Blocks: Glenwood & Moose Jaw manifest.

Power Design

Power: 2 AC's F-R. Power cycles from Train 286. Power cycles to Train 496.

Condensed Schedule for Train 497 Version 1

ARRIVE Clock HHMM	TZ	D	Elapse HHMM	DOW SMTWTFS	Station/Location	Stn SA	DEPART Time HHMM	Clock HHMM	TZ	D	Elapse HHMM	DOW SMTWTFS	F	W	C	I	L	D	MAX Length	Projected Typical Length	Tons	Run - Next HHMM	Miles
					CHICAGO CLEARING	FN	0000	0300	CT	0	00000	YYYYYYY		W	C					0	0	0150	18.6
0450	CT	0	00150	YYYYYYY	BENSENVILLE	CH	0000	0450	CT	0	00150	YYYYYYY	F				L		8500	5300*	4200*	0130	26.3
0620	CT	0	00320	YYYYYYY	RONDOUT	CH	0000	0620	CT	0	00320	YYYYYYY							8500	5300	4200	0205	53.4
0825	CT	0	00525	YYYYYYY	MILWAUKEE	CH	0215	1040	CT	0	00740	YYYYYYY		W	C				8500	5300	4200	0045	16.2
1125	CT	0	00825	YYYYYYY	DUPLAINVILLE	CH	0000	1125	CT	0	00825	YYYYYYY							8500	5300	4200	0150	76.1
1315	CT	0	01015	YYYYYYY	PORTAGE	CH	0145	1500	CT	0	01200	YYYYYYY		W	C				8500	5300	4200	0330	103.0
1830	CT	0	01530	YYYYYYY	LA CROSSE	CH	0130	2000	CT	0	01700	YYYYYYY							8500	5650*	3550*	0035	6.8
2035	CT	0	01735	YYYYYYY	RIVER JCT WEST	CH	0000	2035	CT	0	01735	YYYYYYY							8500	5650	3550	0440	119.3
0115	CT	1	02215	YYYYYYY	ST PAUL	SP	0045	0200	CT	1	02300	YYYYYYY			C				7500	5650	3550	0800	130.9
1000	CT	1	03100	YYYYYYY	GLENWOOD	SP	0245	1245	CT	1	03345	YYYYYYY		W	C				7500	2600*	3400*	0315	85.3
1600	CT	1	03700	YYYYYYY	HANKINSON	SP	0000	1600	CT	1	03700	YYYYYYY		W					7500	2600	3400	0150	51.7
1750	CT	1	03850	YYYYYYY	ENDERLIN	SP	0130	1920	CT	1	04020	YYYYYYY		W	C				7500	2600	3400	0020	7.8
1940	CT	1	04040	YYYYYYY	LUCCA	SP	0000	1940	CT	1	04040	YYYYYYY		W					7500	2600	3400	0155	41.7
2135	CT	1	04235	YYYYYYY	LEAL	SP	0000	2135	CT	1	04235	YYYYYYY		W					7500	2600	3400	0330	89.7
0105	CT	2	04605	YYYYYYY	HARVEY	SP	0315	0420	CT	2	04920	YYYYYYY	F	W	C				7500	2600	3400	0105	23.0
0525	CT	2	05025	YYYYYYY	DRAKE	SP	0045	0610	CT	2	05110	YYYYYYY		W					7500	2600	3400	0155	47.5
0805	CT	2	05305	YYYYYYY	MINOT	SP	0130	0935	CT	2	05435	YYYYYYY		W					7500	3400*	4250*	0135	37.1
1110	CT	2	05610	YYYYYYY	DONNYBROOK	SP	0000	1110	CT	2	05610	YYYYYYY		W					7500	3400	4250	0145	36.5
1255	CT	2	05755	YYYYYYY	FLAXTON	SP	0000	1255	CT	2	05755	YYYYYYY		W					7500	3400	4250	0020	9.6
1315	CT	2	05815	YYYYYYY	PORTAL	SP	0330	1645	CT	2	06145	YYYYYYY		W	C				6600	3400	4250	0010	.1
1655	CT	2	06155	YYYYYYY	NORTH PORTAL	SK	0000	1555	ST	2	06155	YYYYYYY						D	6600	3400	4250	0050	21.5
1645	ST	2	06245	YYYYYYY	ESTEVAN	SK	0045	1730	ST	2	06330	YYYYYYY		W					6600	3400	4250	0130	52.4
1900	ST	2	06500	YYYYYYY	WEYBURN	SK	0045	1945	ST	2	06545	YYYYYYY		W					6600	3400	4250	0200	60.4
2145	ST	2	06745	YYYYYYY	ROULEAU	SK	0000	2145	ST	2	06745	YYYYYYY		W					6600	3400	4250	0055	30.8
2240	ST	2	06840	YYYYYYY	MOOSE JAW	SK								W			L		6600	3400	4250		

Fuel F D Customs
Work W L Locomotive Svc
Crew C I Perishable Insp

Lift and Setout Activity

At CHICAGO CLEARING 00498 ,from headend of train 497

Train Arr Local Time:	DOW:					Train Dep Local Time:0300	DOW: S,M,T,W,T,F,S			
Inbound Block	Road	Blk	BSwp			Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event		Origin Destination	BlkName	Type	From	Notes
						CLEARING ALYTH	08200MA	MANIF		
						CLEARING MILWAUKEE	04760MA	MANIF		

At MILWAUKEE 04760 ,from headend of train 497

Train Arr Local Time:0825	DOW: S,M,T,W,T,F,S					Train Dep Local Time:1040	DOW: S,M,T,W,T,F,S			
Inbound Block	Road	Blk	BSwp			Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event		Origin Destination	BlkName	Type	From	Notes
CLEARING ALYTH	08200MA	MANIF	295	S/Off						
CLEARING MILWAUKEE	04760MA	MANIF		S/Off						
						MILWAUKE PORTAGE	04792MA	MANIF		
						MILWAUKE GLENWOOD	04930MA	MANIF		
						BENSENVI GLENWOOD	04930MA	MANIF	287	
						MILWAUKE GLENWOOD	04930EG	EGRAI		
						BENSENVI GLENWOOD	04930EG	EGRAI	287	
						MILWAUKE MOOSE JAW	06300MA	MANIF		

At PORTAGE 04792 ,from headend of train 497

Train Arr Local Time:1315	DOW: S,M,T,W,T,F,S					Train Dep Local Time:1500	DOW: S,M,T,W,T,F,S			
Inbound Block	Road	Blk	BSwp			Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event		Origin Destination	BlkName	Type	From	Notes
MILWAUKE PORTAGE	04792MA	MANIF		S/Off						
						MILWAUKE GLENWOOD	04930MA	MANIF		
						BENSENVI GLENWOOD	04930MA	MANIF		
						MILWAUKE GLENWOOD	04930EG	EGRAI		
						BENSENVI GLENWOOD	04930EG	EGRAI		
						MILWAUKE MOOSE JAW	06300MA	MANIF		

At GLENWOOD 04930 ,from headend of train 497

Train Arr Local Time:1000	DOW: S,M,T,W,T,F,S					Train Dep Local Time:1245	DOW: S,M,T,W,T,F,S			
Inbound Block	Road	Blk	BSwp			Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event		Origin Destination	BlkName	Type	From	Notes
MILWAUKE GLENWOOD	04930MA	MANIF		S/Off						
BENSENVI GLENWOOD	04930MA	MANIF		S/Off						
MILWAUKE GLENWOOD	04930EG	EGRAI		S/Off						
BENSENVI GLENWOOD	04930EG	EGRAI		S/Off						
						GLENWOOD HANKINSON	04945SH	SHORT		
						GLENWOOD HANKINSON	04945EG	EGRAI		
						GLENWOOD ENDERLIN	04955SH	SHORT		
						GLENWOOD ENDERLIN	04955EG	EGRAI		
						GLENWOOD HARVEY	04973EG	EGRAI		
						GLENWOOD HARVEY	04973MA	MANIF		
						ST PAUL MOOSE JAW	06300MA	MANIF	491	
						GLENWOOD MOOSE JAW	06300MA	MANIF		
						MILWAUKE MOOSE JAW	06300MA	MANIF		

Business Rules and Design Notes for GLENWOOD 04930:
Designed Departure: 2600 Feet, 3400 tons

At HANKINSON 04945 ,from headend of train 497

Train Arr Local Time:1600	DOW: S,M,T,W,T,F,S					Train Dep Local Time:1600	DOW: S,M,T,W,T,F,S			
Inbound Block	Road	Blk	BSwp			Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event		Origin Destination	BlkName	Type	From	Notes
GLENWOOD HANKINSON	04945SH	SHORT		S/Off						
GLENWOOD HANKINSON	04945EG	EGRAI		S/Off						
						HANKINSO EASTPORT	09089GR	GRAIN		
						GLENWOOD ENDERLIN	04955SH	SHORT		
						GLENWOOD ENDERLIN	04955EG	EGRAI		
						GLENWOOD HARVEY	04973EG	EGRAI		
						GLENWOOD HARVEY	04973MA	MANIF		
						ST PAUL MOOSE JAW	06300MA	MANIF		
						GLENWOOD MOOSE JAW	06300MA	MANIF		
						MILWAUKE MOOSE JAW	06300MA	MANIF		

At ENDERLIN 04955 ,from headend of train 497

Train Arr Local Time:1750	DOW: S,M,T,W,T,F,S				Train Dep Local Time:1920	DOW: S,M,T,W,T,F,S			Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
				[redacted]	HANKINSO EASTPORT	09089GR	GRAIN		
GLENWOOD ENDERLIN	04955SH	SHORT		S/Off					
GLENWOOD ENDERLIN	04955EG	EGRAI		S/Off					
				Lift	ENDERLIN MOOSE JAW	06300MA	MANIF		
				[redacted]	GLENWOOD HARVEY	04973EG	EGRAI		
				[redacted]	GLENWOOD HARVEY	04973MA	MANIF		
				[redacted]	ST PAUL MOOSE JAW	06300MA	MANIF		
				[redacted]	GLENWOOD MOOSE JAW	06300MA	MANIF		
				[redacted]	MILWAUKE MOOSE JAW	06300MA	MANIF		

At LUCCA 04956 ,from headend of train 497

Train Arr Local Time:1940	DOW: S,M,T,W,T,F,S				Train Dep Local Time:1940	DOW: S,M,T,W,T,F,S			Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
				[redacted]	HANKINSO EASTPORT	09089GR	GRAIN		
				[redacted]	ENDERLIN MOOSE JAW	06300MA	MANIF		
				[redacted]	GLENWOOD HARVEY	04973EG	EGRAI		
				[redacted]	GLENWOOD HARVEY	04973MA	MANIF		
				Lift	LUCCA ESTEVAN	06077OC	OCS		
				[redacted]	ST PAUL MOOSE JAW	06300MA	MANIF		
				[redacted]	GLENWOOD MOOSE JAW	06300MA	MANIF		
				[redacted]	MILWAUKE MOOSE JAW	06300MA	MANIF		

At LEAL 04962 ,from headend of train 497

Train Arr Local Time:2135	DOW: S,M,T,W,T,F,S				Train Dep Local Time:2135	DOW: S,M,T,W,T,F,S			Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
				[redacted]	HANKINSO EASTPORT	09089GR	GRAIN		
				[redacted]	ENDERLIN MOOSE JAW	06300MA	MANIF		
				Lift	LEAL HARVEY	04973SH	SHORT		
				[redacted]	GLENWOOD HARVEY	04973EG	EGRAI		
				[redacted]	GLENWOOD HARVEY	04973MA	MANIF		
				[redacted]	LUCCA ESTEVAN	06077OC	OCS		
				[redacted]	ST PAUL MOOSE JAW	06300MA	MANIF		
				[redacted]	GLENWOOD MOOSE JAW	06300MA	MANIF		
				[redacted]	MILWAUKE MOOSE JAW	06300MA	MANIF		

At HARVEY 04973 ,from headend of train 497

Train Arr Local Time:0105	DOW: S,M,T,W,T,F,S				Train Dep Local Time:0420	DOW: S,M,T,W,T,F,S			Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
				[redacted]	HANKINSO EASTPORT	09089GR	GRAIN		
				[redacted]	ENDERLIN MOOSE JAW	06300MA	MANIF		
LEAL HARVEY	04973SH	SHORT		S/Off					
GLENWOOD HARVEY	04973EG	EGRAI		S/Off					
GLENWOOD HARVEY	04973MA	MANIF		S/Off					
				Lift	HARVEY MOOSE JAW	06300MA	MANIF		
				Lift	HARVEY MINOT	04985SH	SHORT		
				[redacted]	LUCCA ESTEVAN	06077OC	OCS		
				[redacted]	ST PAUL MOOSE JAW	06300MA	MANIF		
				[redacted]	GLENWOOD MOOSE JAW	06300MA	MANIF		
				Lift	HARVEY DONNYBROOK	04991OC	OCS		
				Lift	HARVEY ROULEAU	06100OC	OCS		
				[redacted]	MILWAUKE MOOSE JAW	06300MA	MANIF		

At DRAKE 04976 ,from headend of train 497

Train Arr Local Time:0525	DOW: S,M,T,W,T,F,S				Train Dep Local Time:0610	DOW: S,M,T,W,T,F,S			Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
				[redacted]	HANKINSO EASTPORT	09089GR	GRAIN		
				[redacted]	ENDERLIN MOOSE JAW	06300MA	MANIF		
				[redacted]	HARVEY MOOSE JAW	06300MA	MANIF		
				[redacted]	HARVEY MINOT	04985SH	SHORT		
				[redacted]	LUCCA ESTEVAN	06077OC	OCS		
				Lift	DRAKE MOOSE JAW	06300MA	MANIF		
				[redacted]	ST PAUL MOOSE JAW	06300MA	MANIF		
				[redacted]	GLENWOOD MOOSE JAW	06300MA	MANIF		

						[redacted]	HARVEY	DONNYBROOK	04991OC OCS	
						[redacted]	HARVEY	ROULEAU	06100OC OCS	
						[redacted]	MILWAUKE	MOOSE JAW	06300MA MANIF	

At MINOT 04985 ,from headend of train 497

Train Arr Local Time:0805		DOW: S,M,T,W,T,F,S				Train Dep Local Time:0935		DOW: S,M,T,W,T,F,S			Block
Inbound Block		Road	Blk	BSwp		Outbound Block		Road	Blk	BSwp	DOW
Origin	Destination	BlkName	Type	To	Event	Origin	Destination	BlkName	Type	From	Notes
					[redacted]	HANKINSO	EASTPORT	09089GR	GRAIN		
					[redacted]	ENDERLIN	MOOSE JAW	06300MA	MANIF		
					[redacted]	HARVEY	MOOSE JAW	06300MA	MANIF		
HARVEY	MINOT	04985SH	SHORT		S/Off						
					[redacted]	MINOT	FLAXTON	04994SH	SHORT		
					[redacted]	MINOT	ESTEVAN	06077SH	SHORT		
					[redacted]	LUCCA	ESTEVAN	06077OC	OCS		
					[redacted]	MINOT	MOOSE JAW	06300MA	MANIF		
					[redacted]	DRAKE	MOOSE JAW	06300MA	MANIF		
					[redacted]	ST PAUL	MOOSE JAW	06300MA	MANIF		
					[redacted]	GLENWOOD	MOOSE JAW	06300MA	MANIF		
					[redacted]	HARVEY	DONNYBROOK	04991OC	OCS		
					[redacted]	HARVEY	ROULEAU	06100OC	OCS		
					[redacted]	MILWAUKE	MOOSE JAW	06300MA	MANIF		

Business Rules and Design Notes for MINOT 04985:
Designed Departure: 3400 Feet, 4250 tons

At DONNYBROOK 04991 ,from headend of train 497

Train Arr Local Time:1110		DOW: S,M,T,W,T,F,S				Train Dep Local Time:1110		DOW: S,M,T,W,T,F,S			Block
Inbound Block		Road	Blk	BSwp		Outbound Block		Road	Blk	BSwp	DOW
Origin	Destination	BlkName	Type	To	Event	Origin	Destination	BlkName	Type	From	Notes
					[redacted]	HANKINSO	EASTPORT	09089GR	GRAIN		
					[redacted]	ENDERLIN	MOOSE JAW	06300MA	MANIF		
					[redacted]	HARVEY	MOOSE JAW	06300MA	MANIF		
					[redacted]	MINOT	FLAXTON	04994SH	SHORT		
					[redacted]	MINOT	ESTEVAN	06077SH	SHORT		
					[redacted]	LUCCA	ESTEVAN	06077OC	OCS		
					[redacted]	MINOT	MOOSE JAW	06300MA	MANIF		
					[redacted]	DRAKE	MOOSE JAW	06300MA	MANIF		
					[redacted]	ST PAUL	MOOSE JAW	06300MA	MANIF		
					[redacted]	GLENWOOD	MOOSE JAW	06300MA	MANIF		
HARVEY	DONNYBROOK	04991OC	OCS		S/Off						
					[redacted]	HARVEY	ROULEAU	06100OC	OCS		
					[redacted]	MILWAUKE	MOOSE JAW	06300MA	MANIF		

At FLAXTON 04994 ,from headend of train 497

Train Arr Local Time:1255		DOW: S,M,T,W,T,F,S				Train Dep Local Time:1255		DOW: S,M,T,W,T,F,S			Block
Inbound Block		Road	Blk	BSwp		Outbound Block		Road	Blk	BSwp	DOW
Origin	Destination	BlkName	Type	To	Event	Origin	Destination	BlkName	Type	From	Notes
					[redacted]	HANKINSO	EASTPORT	09089GR	GRAIN		
					[redacted]	ENDERLIN	MOOSE JAW	06300MA	MANIF		
					[redacted]	HARVEY	MOOSE JAW	06300MA	MANIF		
MINOT	FLAXTON	04994SH	SHORT		S/Off						
					[redacted]	MINOT	ESTEVAN	06077SH	SHORT		
					[redacted]	LUCCA	ESTEVAN	06077OC	OCS		
					[redacted]	MINOT	MOOSE JAW	06300MA	MANIF		
					[redacted]	DRAKE	MOOSE JAW	06300MA	MANIF		
					[redacted]	ST PAUL	MOOSE JAW	06300MA	MANIF		
					[redacted]	GLENWOOD	MOOSE JAW	06300MA	MANIF		
					[redacted]	HARVEY	ROULEAU	06100OC	OCS		
					[redacted]	MILWAUKE	MOOSE JAW	06300MA	MANIF		

At PORTAL 04995 ,from headend of train 497

Train Arr Local Time:1315		DOW: S,M,T,W,T,F,S				Train Dep Local Time:1645		DOW: S,M,T,W,T,F,S			Block
Inbound Block		Road	Blk	BSwp		Outbound Block		Road	Blk	BSwp	DOW
Origin	Destination	BlkName	Type	To	Event	Origin	Destination	BlkName	Type	From	Notes
					[redacted]	HANKINSO	EASTPORT	09089GR	GRAIN		
					[redacted]	ENDERLIN	MOOSE JAW	06300MA	MANIF		
					[redacted]	HARVEY	MOOSE JAW	06300MA	MANIF		
					[redacted]	MINOT	ESTEVAN	06077SH	SHORT		
					[redacted]	LUCCA	ESTEVAN	06077OC	OCS		
					[redacted]	PORTAL	MOOSE JAW	06300SH	SHORT		
					[redacted]	MINOT	MOOSE JAW	06300MA	MANIF		
					[redacted]	DRAKE	MOOSE JAW	06300MA	MANIF		

						[redacted]	ST PAUL	MOOSE JAW		06300MA MANIF	
						[redacted]	GLENWOOD	MOOSE JAW		06300MA MANIF	
						[redacted]	HARVEY	ROULEAU		06100OC OCS	
						[redacted]	MILWAUKE	MOOSE JAW		06300MA MANIF	

At ESTEVAN 06077 ,from headend of train 497

Train Arr Local Time:1645		DOW: S,M,T,W,T,F,S				Train Dep Local Time:1730		DOW: S,M,T,W,T,F,S		Block
Inbound Block		Road	Blk	BSwp		Outbound Block		Road	Blk BSwp	DOW
Origin	Destination	BlkName	Type	To	Event	Origin	Destination	BlkName	Type From	Notes
					[redacted]	HANKINSO	EASTPORT	09089GR	GRAIN	
					[redacted]	ENDERLIN	MOOSE JAW	06300MA	MANIF	
					[redacted]	HARVEY	MOOSE JAW	06300MA	MANIF	
MINOT	ESTEVAN	06077SH	SHORT		S/Off					
					Lift	ESTEVAN	WEYBURN	06088SH	SHORT	
					Lift	ESTEVAN	MOOSE JAW	06300SH	SHORT	
LUCCA	ESTEVAN	06077OC	OCS		S/Off					
					[redacted]	PORTAL	MOOSE JAW	06300SH	SHORT	
					[redacted]	MINOT	MOOSE JAW	06300MA	MANIF	
					[redacted]	DRAKE	MOOSE JAW	06300MA	MANIF	
					[redacted]	ST PAUL	MOOSE JAW	06300MA	MANIF	
					[redacted]	GLENWOOD	MOOSE JAW	06300MA	MANIF	
					[redacted]	HARVEY	ROULEAU	06100OC	OCS	
					[redacted]	MILWAUKE	MOOSE JAW	06300MA	MANIF	

At WEYBURN 06088 ,from headend of train 497

Train Arr Local Time:1900		DOW: S,M,T,W,T,F,S				Train Dep Local Time:1945		DOW: S,M,T,W,T,F,S		Block
Inbound Block		Road	Blk	BSwp		Outbound Block		Road	Blk BSwp	DOW
Origin	Destination	BlkName	Type	To	Event	Origin	Destination	BlkName	Type From	Notes
					[redacted]	HANKINSO	EASTPORT	09089GR	GRAIN	
					[redacted]	ENDERLIN	MOOSE JAW	06300MA	MANIF	
					[redacted]	HARVEY	MOOSE JAW	06300MA	MANIF	
ESTEVAN	WEYBURN	06088SH	SHORT		S/Off					
					Lift	WEYBURN	MOOSE JAW	06300SH	SHORT	
					[redacted]	ESTEVAN	MOOSE JAW	06300SH	SHORT	
					[redacted]	PORTAL	MOOSE JAW	06300SH	SHORT	
					[redacted]	MINOT	MOOSE JAW	06300MA	MANIF	
					[redacted]	DRAKE	MOOSE JAW	06300MA	MANIF	
					[redacted]	ST PAUL	MOOSE JAW	06300MA	MANIF	
					[redacted]	GLENWOOD	MOOSE JAW	06300MA	MANIF	
					[redacted]	HARVEY	ROULEAU	06100OC	OCS	
					[redacted]	MILWAUKE	MOOSE JAW	06300MA	MANIF	

At ROULEAU 06100 ,from headend of train 497

Train Arr Local Time:2145		DOW: S,M,T,W,T,F,S				Train Dep Local Time:2145		DOW: S,M,T,W,T,F,S		Block
Inbound Block		Road	Blk	BSwp		Outbound Block		Road	Blk BSwp	DOW
Origin	Destination	BlkName	Type	To	Event	Origin	Destination	BlkName	Type From	Notes
					[redacted]	HANKINSO	EASTPORT	09089GR	GRAIN	
					[redacted]	ENDERLIN	MOOSE JAW	06300MA	MANIF	
					[redacted]	HARVEY	MOOSE JAW	06300MA	MANIF	
					[redacted]	WEYBURN	MOOSE JAW	06300SH	SHORT	
					[redacted]	ESTEVAN	MOOSE JAW	06300SH	SHORT	
					[redacted]	PORTAL	MOOSE JAW	06300SH	SHORT	
					[redacted]	MINOT	MOOSE JAW	06300MA	MANIF	
					[redacted]	DRAKE	MOOSE JAW	06300MA	MANIF	
					[redacted]	ST PAUL	MOOSE JAW	06300MA	MANIF	
					[redacted]	GLENWOOD	MOOSE JAW	06300MA	MANIF	
HARVEY	ROULEAU	06100OC	OCS		S/Off					
					[redacted]	MILWAUKE	MOOSE JAW	06300MA	MANIF	

At MOOSE JAW 06300 ,from headend of train 497

Train Arr Local Time:2240		DOW: S,M,T,W,T,F,S				Train Dep Local Time:		DOW:		Block
Inbound Block		Road	Blk	BSwp		Outbound Block		Road	Blk BSwp	DOW
Origin	Destination	BlkName	Type	To	Event	Origin	Destination	BlkName	Type From	Notes
HANKINSO	EASTPORT	09089GR	GRAIN	461	S/Off					
ENDERLIN	MOOSE JAW	06300MA	MANIF		S/Off					
HARVEY	MOOSE JAW	06300MA	MANIF		S/Off					
WEYBURN	MOOSE JAW	06300SH	SHORT		S/Off					
ESTEVAN	MOOSE JAW	06300SH	SHORT		S/Off					
PORTAL	MOOSE JAW	06300SH	SHORT		S/Off					
MINOT	MOOSE JAW	06300MA	MANIF		S/Off					
DRAKE	MOOSE JAW	06300MA	MANIF		S/Off					
ST PAUL	MOOSE JAW	06300MA	MANIF		S/Off					
GLENWOOD	MOOSE JAW	06300MA	MANIF		S/Off					

MILWAUKE MOOSE JAW	06300MA MANIF	|S/Off|		

Condensed Block to Train Activity

Train:497
Ver :1

*PUx = Pickup Blockswap
*SOx = Setoff Blockswap

Ord	Blk Orig	Blk Dest	Blk Name	CLEAR	MILW	PORTAG	GLENW	HANKIN	ENDERL	LEAL	LEAL	HARVEY	DRAKE	MINOT	DRAKE	WEYBUR	ESTEVA	MINOT	MOOSE	MRail OCT07 Traf. File Est Feet
1	CLEARING	ALYTH	08200MA	SOx																3688
2	CLEARING	MILWAUKE	04760MA	SO																4747
3	MILWAUKE	PORTAG	04792MA		SO															1089
4	MILWAUKE	GLENWOOD	04930MA			>>>	SO													130
5	BENSENVI	GLENWOOD	04930MA		PUx	>>>	SO													810
6	MILWAUKE	GLENWOOD	04930EG			>>>	SO													263
7	BENSENVI	GLENWOOD	04930EG		PUx	>>>	SO													409
8	GLENWOOD	HANKINSO	04945SH					SO												146
9	GLENWOOD	HANKINSO	04945EG					SO												382
10	HANKINSO	EASTPORT	09089GR						>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	1485
11	GLENWOOD	ENDERLIN	04955SH					>>>	SO											399
12	GLENWOOD	ENDERLIN	04955EG					>>>	SO											192
13	ENDERLIN	MOOSE JA	06300MA							>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SOx	278
14	LEAL	HARVEY	04973SH									SO								110
15	GLENWOOD	HARVEY	04973EG					>>>	>>>	>>>	>>>	SO								103
16	GLENWOOD	HARVEY	04973MA					>>>	>>>	>>>	>>>	SO								237
17	HARVEY	MOOSE JA	06300MA										>>>	>>>	>>>	>>>	>>>	>>>	>>>	173
18	HARVEY	MINOT	04985SH										>>>	SO						13
19	MINOT	FLAXTON	04994SH												>>>	SO				4
20	MINOT	ESTEVAN	06077SH												>>>	>>>	>>>	SO		152
21	ESTEVAN	WEYBURN	06088SH																SO	15
22	WEYBURN	MOOSE JA	06300SH																>>>	169
23	ESTEVAN	MOOSE JA	06300SH																>>>	34
24	LUCCA	ESTEVAN	06077OC								>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO		
25	PORTAL	MOOSE JA	06300SH															>>>	>>>	4
26	MINOT	MOOSE JA	06300MA												>>>	>>>	>>>	>>>	>>>	279
27	DRAKE	MOOSE JA	06300MA										>>>	>>>	>>>	>>>	>>>	>>>	>>>	27
28	ST PAUL	MOOSE JA	06300MA				PUx	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	123
29	GLENWOOD	MOOSE JA	06300MA					>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	64
30	HARVEY	DONNYBRO	04991OC										>>>	>>>	SO					
31	HARVEY	ROULEAU	06100OC										>>>	>>>	>>>	>>>	>>>	>>>	>>>	
32	MILWAUKE	MOOSE JA	06300MA			>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SOx	2057

		CLEAR	MILW	PORTAG	GLENW	HANKIN	ENDERL	LEAL	LEAL	HARVEY	DRAKE	MINOT	DRAKE	WEYBUR	ESTEVA	MINOT	MOOSE
Blks PU		2	6	0	8	1	1	1	1	4	1	3	0	0	1	2	1	0	0
Blks SO		0	2	1	4	2	2	0	0	3	0	1	1	1	0	2	1	1	11
Blks Thr		0	0	5	1	7	6	7	8	6	10	10	12	11	11	10	11	11	0
Blks Dep		2	6	5	9	8	7	8	9	10	11	13	12	11	12	12	12	11	0
FSOP Max *	Feet K	0.0	8.5	8.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	6.6	6.6	6.6	6.6	6.6
Design	Tons K	0.0	4.2	4.2	3.4	3.4	3.4	3.4	3.4	3.4	3.4	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3

Design		Feet K	0.0	5.3	5.3	2.6	2.6	2.6	2.6	2.6	2.6	2.6	3.4	3.4	3.4	3.4	3.4	3.4	3.4	3.4
OCT07	Average	Cars	136	85	64	64	81	76	76	77	73	73	80	80	80	80	78	81	81	0
OCT07	Average	Tons K	8.0	5.3	3.4	3.9	6.9	6.7	6.7	6.8	6.7	6.7	7.0	7.0	7.0	7.0	7.0	7.4	7.4	0.0
OCT07	Average	Feet K	8.4	4.8	3.7	3.7	4.7	4.3	4.3	4.5	4.2	4.2	4.6	4.6	4.6	4.6	4.5	4.7	4.7	0.0

Created: 16:31:39 9/6/2007 Scenario:M:\FALL_BIOP_2007\

[redacted]

Train Design
Integrated Operating Plan
Train: 498 Version:1
Moose Jaw - Clearing BRC

Operates : Su Mo Tu We Th Fr Sa Scheduled Effective (MM/DD/YYYY): 9/10/2007
Expires (MM/DD/YYYY): 3/30/2008

	Total	Stn	Sub	Chicag	Non CP NE	US	Saskwn	StPaul
Transit (HHH:MM):	064:20	017:05	047:15	018:13	000:58	000:00	006:40	038:29
Av.Speed (MPH):	17.0		24.0	22.6	7.9	0.0	24.8	14.6
Distance (Miles):	1145.0			411.1	7.6	0.0	165.2	561.6
Crew Starts :	6			1	0	0	1	4
Work Locations :	21			1	0	1	6	13

Train Objectives

Objective: Operates ex Moose Jaw to BRC Clearing, handling manifest, grain and potash traffic. Works Weyburn, Portal and Carrington subs as required.

Anchor: Manifest, grain and potash.

Power Design

Power: 2 AC's F-R. Power cycles from Bulk. Power cycles to Train 291.

Condensed Schedule for Train 498 Version 1

ARRIVE Clock HHMM	TZ	D	Elapse HHHMM	DOW SMTWTFS	Station/Location	SA	Stn Time DEPART Clock HHMM	TZ	D	Elapse HHHMM	DOW SMTWTFS	F	W	C	I	L	D	MAX Length	Projected Typical Length	Tons	Run - Next HHMM	Miles
					MOOSE JAW	SK	0000	0615	ST	0	00000 YYYYYYY	F	W	C		L		6600	3650*	6950*	0105	30.8
0720	ST	0	00105	YYYYYYY	ROULEAU	SK	0000	0720	ST	0	00105 YYYYYYY		W					6600	3650	6950	0035	16.2
0755	ST	0	00140	YYYYYYY	CORINNE	SK	0000	0755	ST	0	00140 YYYYYYY		W					6600	3650	6950	0015	5.9
0810	ST	0	00155	YYYYYYY	MILESTONE	SK	0000	0810	ST	0	00155 YYYYYYY		W					6600	3650	6950	0120	38.3
0930	ST	0	00315	YYYYYYY	WEYBURN	SK	0045	1015	ST	0	00400 YYYYYYY		W					6600	3650	6950	0135	52.4
1150	ST	0	00535	YYYYYYY	ESTEVAN	SK	0000	1150	ST	0	00535 YYYYYYY		W					6600	3650	6950	0105	21.6
1255	ST	0	00640	YYYYYYY	PORTAL	SP	0320	1715	CT	0	01000 YYYYYYY			C	I			7300	3650	6950	0025	9.6
1740	CT	0	01025	YYYYYYY	FLAXTON	SP	0000	1740	CT	0	01025 YYYYYYY		W					7300	3650	6950	0100	21.8
1840	CT	0	01125	YYYYYYY	KENMARE	SP	0000	1840	CT	0	01125 YYYYYYY		W					7300	3650	6950	0040	14.7
1920	CT	0	01205	YYYYYYY	DONNYBROOK	SP	0000	1920	CT	0	01205 YYYYYYY							7300	3650	6950	0125	37.1
2045	CT	0	01330	YYYYYYY	MINOT	SP	0045	2130	CT	0	01415 YYYYYYY		W					7300	3650	6950	0105	24.4
2235	CT	0	01520	YYYYYYY	VOLTAIRE	SP	0000	2235	CT	0	01520 YYYYYYY		W					7300	3650	6950	0055	23.1
2330	CT	0	01615	YYYYYYY	DRAKE	SP	0045	0015	CT	1	01700 YYYYYYY		W					7300	3650	6950	0050	23.0
0105	CT	1	01750	YYYYYYY	HARVEY	SP	0130	0235	CT	1	01920 YYYYYYY		W	C				7300	5300*	8548*	0150	44.1
0425	CT	1	02110	YYYYYYY	CARRINGTON	SP	0045	0510	CT	1	02155 YYYYYYY		W					7300	5300	8548	0140	45.6
0650	CT	1	02335	YYYYYYY	LEAL	SP	0000	0650	CT	1	02335 YYYYYYY		W					7300	5300	8548	0040	19.8
0730	CT	1	02415	YYYYYYY	VALLEY CITY	SP	0000	0730	CT	1	02415 YYYYYYY		W					7300	5300	8548	0100	21.9
0830	CT	1	02515	YYYYYYY	LUCCA	SP	0000	0830	CT	1	02515 YYYYYYY							7300	5300	8548	0015	7.8
0845	CT	1	02530	YYYYYYY	ENDERLIN	SP	0215	1100	CT	1	02745 YYYYYYY		W	C				7300	5300	8548	0200	51.7
1300	CT	1	02945	YYYYYYY	HANKINSON	SP	0045	1345	CT	1	03030 YYYYYYY		W					7300	5300	8548	0340	85.3
1725	CT	1	03410	YYYYYYY	GLENWOOD	SP	0245	2010	CT	1	03655 YYYYYYY		W	C				7300	3500*	6750*	0615	115.8
0225	CT	2	04310	YYYYYYY	MINNEAPOLIS HUMB	SP	0000	0225	CT	2	04310 YYYYYYY		W					7300	3500	6750	0110	15.1
0335	CT	2	04420	YYYYYYY	ST PAUL	SP	0045	0420	CT	2	04505 YYYYYYY							7300	3500	6750	0135	36.7
0555	CT	2	04640	YYYYYYY	RED WING	CH	0000	0555	CT	2	04640 YYYYYYY							7300	3500	6750	0310	89.5
0905	CT	2	04950	YYYYYYY	LA CROSSE	CH	0000	0905	CT	2	04950 YYYYYYY							7300	3500	6750	0325	103.0
1230	CT	2	05315	YYYYYYY	PORTAGE	CH	0045	1315	CT	2	05400 YYYYYYY			C				7300	3500	6750	0240	92.2
1555	CT	2	05640	YYYYYYY	MILWAUKEE	CH	0145	1740	CT	2	05825 YYYYYYY		W					7300	3500	6750	0125	33.1
1905	CT	2	05950	YYYYYYY	TRUESDELL	CH	0000	1905	CT	2	05950 YYYYYYY							7300	3500	6750	0230	46.6
2135	CT	2	06220	YYYYYYY	BENSENVILLE	CH	0015	2150	CT	2	06235 YYYYYYY							7300	3500	6750	0145	18.6
2335	CT	2	06420	YYYYYYY	CHICAGO CLEARING	NE							W					7300	3500	6750		

Fuel F D Customs
Work W I Locomotive Svc
Crew C I Perishable Insp

Lift and Setout Activity

At MOOSE JAW 06300 ,from headend of train 498

Train Arr Local Time:	DOW:					Train Dep Local Time:0615	DOW: S,M,T,W,T,F,S			Block
Inbound Block	Road	Blk	BSwp			Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event		Origin Destination	BlkName	Type	From	Notes
						MOOSE JA ROULEAU	06100OC	OCS		
						MOOSE JA ROULEAU	06100SH	SHORT		
						MOOSE JA CORINNE	06097SH	SHORT		
						MOOSE JA MILESTONE	06096SH	SHORT		
						MOOSE JA WEYBURN	06088SH	SHORT		
						MOOSE JA ESTEVAN	06077SH	SHORT		
						MOOSE JA MINOT	04985MA	MANIF		
						MOOSE JA MINOT	04985EG	EGRAI		
						MOOSE JA GLENWOOD	04930MA	MANIF		
						BELLE PL BENSENVILLE	04540PO	POTSH	K49	
						BELLE PL CALUMET	00295PO	POTSH	K49	
						BELLE PL ST PAUL	04850PO	POTSH	K49	
						MOOSE JA ST PAUL	04850MA	MANIF		
						REGINA ST PAUL	04850MA	MANIF	K49	
						MOOSE JA CHICAGO CLEARING	00498GR	GRAIN		
						BELLE PL CHICAGO CLEARING	00498PO	POTSH	* 1	
						BELLE PL MINNEAPOLIS HUMBOLD	04871PO	POTSH	K49	

Business Rules and Design Notes for MOOSE JAW 06300:
Designed Departure: 3650 Feet, 6950 tons

Block Swap Notes:
* 1 swaps from K33 :K49 :

At ROULEAU 06100 ,from headend of train 498

Train Arr Local Time:0720	DOW: S,M,T,W,T,F,S					Train Dep Local Time:0720	DOW: S,M,T,W,T,F,S			Block
Inbound Block	Road	Blk	BSwp			Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event		Origin Destination	BlkName	Type	From	Notes
MOOSE JA ROULEAU	06100OC	OCS		S/Off						
MOOSE JA ROULEAU	06100SH	SHORT		S/Off						
						MOOSE JA CORINNE	06097SH	SHORT		
						MOOSE JA MILESTONE	06096SH	SHORT		
						MOOSE JA WEYBURN	06088SH	SHORT		
						MOOSE JA ESTEVAN	06077SH	SHORT		
						MOOSE JA MINOT	04985MA	MANIF		
						MOOSE JA MINOT	04985EG	EGRAI		
						MOOSE JA GLENWOOD	04930MA	MANIF		
						BELLE PL BENSENVILLE	04540PO	POTSH		
						BELLE PL CALUMET	00295PO	POTSH		
						BELLE PL ST PAUL	04850PO	POTSH		
						MOOSE JA ST PAUL	04850MA	MANIF		
						REGINA ST PAUL	04850MA	MANIF		
						MOOSE JA CHICAGO CLEARING	00498GR	GRAIN		
						BELLE PL CHICAGO CLEARING	00498PO	POTSH		
						BELLE PL MINNEAPOLIS HUMBOLD	04871PO	POTSH		

At CORINNE 06097 ,from headend of train 498

Train Arr Local Time:0755	DOW: S,M,T,W,T,F,S					Train Dep Local Time:0755	DOW: S,M,T,W,T,F,S			Block
Inbound Block	Road	Blk	BSwp			Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event		Origin Destination	BlkName	Type	From	Notes
MOOSE JA CORINNE	06097SH	SHORT		S/Off						
						MOOSE JA MILESTONE	06096SH	SHORT		
						MOOSE JA WEYBURN	06088SH	SHORT		
						MOOSE JA ESTEVAN	06077SH	SHORT		
						MOOSE JA MINOT	04985MA	MANIF		
						MOOSE JA MINOT	04985EG	EGRAI		
						MOOSE JA GLENWOOD	04930MA	MANIF		
						BELLE PL BENSENVILLE	04540PO	POTSH		
						BELLE PL CALUMET	00295PO	POTSH		
						BELLE PL ST PAUL	04850PO	POTSH		
						MOOSE JA ST PAUL	04850MA	MANIF		
						REGINA ST PAUL	04850MA	MANIF		
						MOOSE JA CHICAGO CLEARING	00498GR	GRAIN		
						BELLE PL CHICAGO CLEARING	00498PO	POTSH		
						BELLE PL MINNEAPOLIS HUMBOLD	04871PO	POTSH		

At MILESTONE 06096 ,from headend of train 498

Train Arr Local Time:0810	DOW: S,M,T,W,T,F,S				Train Dep Local Time:0810	DOW: S,M,T,W,T,F,S			Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
MOOSE JA MILESTONE	06096SH	SHORT		S/Off					
				[redacted]	MOOSE JA WEYBURN	06088SH	SHORT		
				[redacted]	MOOSE JA ESTEVAN	06077SH	SHORT		
				[redacted]	MOOSE JA MINOT	04985MA	MANIF		
				[redacted]	MOOSE JA MINOT	04985EG	EGRAI		
				[redacted]	MOOSE JA GLENWOOD	04930MA	MANIF		
				[redacted]	BELLE PL BENSENVILLE	04540PO	POTSH		
				[redacted]	BELLE PL CALUMET	00295PO	POTSH		
				[redacted]	BELLE PL ST PAUL	04850PO	POTSH		
				[redacted]	MOOSE JA ST PAUL	04850MA	MANIF		
				[redacted]	REGINA ST PAUL	04850MA	MANIF		
				[redacted]	MOOSE JA CHICAGO CLEARING	00498GR	GRAIN		
				[redacted]	BELLE PL CHICAGO CLEARING	00498PO	POTSH		
				[redacted]	BELLE PL MINNEAPOLIS HUMBOLD	04871PO	POTSH		

At WEYBURN 06088 ,from headend of train 498

Train Arr Local Time:0930	DOW: S,M,T,W,T,F,S				Train Dep Local Time:1015	DOW: S,M,T,W,T,F,S			Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
MOOSE JA WEYBURN	06088SH	SHORT		S/Off					
				[redacted]	MOOSE JA ESTEVAN	06077SH	SHORT		
				Lift	WEYBURN MINOT	04985MA	MANIF		
				[redacted]	MOOSE JA MINOT	04985MA	MANIF		
				[redacted]	MOOSE JA MINOT	04985EG	EGRAI		
				[redacted]	MOOSE JA GLENWOOD	04930MA	MANIF		
				[redacted]	BELLE PL BENSENVILLE	04540PO	POTSH		
				[redacted]	BELLE PL CALUMET	00295PO	POTSH		
				[redacted]	BELLE PL ST PAUL	04850PO	POTSH		
				[redacted]	MOOSE JA ST PAUL	04850MA	MANIF		
				[redacted]	REGINA ST PAUL	04850MA	MANIF		
				Lift	WEYBURN CHICAGO CLEARING	00498GR	GRAIN		
				[redacted]	MOOSE JA CHICAGO CLEARING	00498GR	GRAIN		
				[redacted]	BELLE PL CHICAGO CLEARING	00498PO	POTSH		
				[redacted]	BELLE PL MINNEAPOLIS HUMBOLD	04871PO	POTSH		

At ESTEVAN 06077 ,from headend of train 498

Train Arr Local Time:1150	DOW: S,M,T,W,T,F,S				Train Dep Local Time:1150	DOW: S,M,T,W,T,F,S			Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
MOOSE JA ESTEVAN	06077SH	SHORT		S/Off					
				Lift	ESTEVAN MINOT	04985SH	SHORT		
				[redacted]	WEYBURN MINOT	04985MA	MANIF		
				[redacted]	MOOSE JA MINOT	04985MA	MANIF		
				[redacted]	MOOSE JA MINOT	04985EG	EGRAI		
				[redacted]	MOOSE JA GLENWOOD	04930MA	MANIF		
				[redacted]	BELLE PL BENSENVILLE	04540PO	POTSH		
				[redacted]	BELLE PL CALUMET	00295PO	POTSH		
				[redacted]	BELLE PL ST PAUL	04850PO	POTSH		
				[redacted]	MOOSE JA ST PAUL	04850MA	MANIF		
				[redacted]	REGINA ST PAUL	04850MA	MANIF		
				[redacted]	WEYBURN CHICAGO CLEARING	00498GR	GRAIN		
				[redacted]	MOOSE JA CHICAGO CLEARING	00498GR	GRAIN		
				[redacted]	BELLE PL CHICAGO CLEARING	00498PO	POTSH		
				[redacted]	BELLE PL MINNEAPOLIS HUMBOLD	04871PO	POTSH		

At FLAXTON 04994 ,from headend of train 498

Train Arr Local Time:1740	DOW: S,M,T,W,T,F,S				Train Dep Local Time:1740	DOW: S,M,T,W,T,F,S			Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
				[redacted]	ESTEVAN MINOT	04985SH	SHORT		
				[redacted]	WEYBURN MINOT	04985MA	MANIF		
				[redacted]	MOOSE JA MINOT	04985MA	MANIF		
				[redacted]	MOOSE JA MINOT	04985EG	EGRAI		
				[redacted]	MOOSE JA GLENWOOD	04930MA	MANIF		
				[redacted]	BELLE PL BENSENVILLE	04540PO	POTSH		
				[redacted]	BELLE PL CALUMET	00295PO	POTSH		
				[redacted]	BELLE PL ST PAUL	04850PO	POTSH		
				[redacted]	MOOSE JA ST PAUL	04850MA	MANIF		
				[redacted]	REGINA ST PAUL	04850MA	MANIF		

						FLAXTON	ST PAUL	04850GD GDOM	
						FLAXTON	CHICAGO CLEARING	00498GD GDOM	
						WEYBURN	CHICAGO CLEARING	00498GR GRAIN	
						MOOSE JA	CHICAGO CLEARING	00498GR GRAIN	
						BELLE PL	CHICAGO CLEARING	00498PO POTSH	
						BELLE PL	MINNEAPOLIS HUMBOLD	04871PO POTSH	

At KENMARE 04992 ,from headend of train 498

Train Arr Local Time:1840 DOW: S,M,T,W,T,F,S					Train Dep Local Time:1840 DOW: S,M,T,W,T,F,S				Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
					ESTEVAN MINOT	04985SH	SHORT		
					WEYBURN MINOT	04985MA	MANIF		
					MOOSE JA MINOT	04985MA	MANIF		
					MOOSE JA MINOT	04985EG	EGRAI		
					MOOSE JA GLENWOOD	04930MA	MANIF		
					BELLE PL BENSENVILLE	04540PO	POTSH		
					BELLE PL CALUMET	00295PO	POTSH		
					BELLE PL ST PAUL	04850PO	POTSH		
					MOOSE JA ST PAUL	04850MA	MANIF		
					REGINA ST PAUL	04850MA	MANIF		
					FLAXTON ST PAUL	04850GD	GDOM		
					KENMARE ST PAUL	04850GD	GDOM		
					KENMARE MILWAUKEE	04760GD	GDOM		
					KENMARE CHICAGO CLEARING	00498GD	GDOM		
					FLAXTON CHICAGO CLEARING	00498GD	GDOM		
					WEYBURN CHICAGO CLEARING	00498GR	GRAIN		
					MOOSE JA CHICAGO CLEARING	00498GR	GRAIN		
					BELLE PL CHICAGO CLEARING	00498PO	POTSH		
					BELLE PL MINNEAPOLIS HUMBOLD	04871PO	POTSH		

At MINOT 04985 ,from headend of train 498

Train Arr Local Time:2045 DOW: S,M,T,W,T,F,S					Train Dep Local Time:2130 DOW: S,M,T,W,T,F,S				Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
ESTEVAN MINOT	04985SH	SHORT		S/Off					
WEYBURN MINOT	04985MA	MANIF		S/Off					
MOOSE JA MINOT	04985MA	MANIF		S/Off					
MOOSE JA MINOT	04985EG	EGRAI		S/Off					
					MINOT ST PAUL	04850MA	MANIF		
					MOOSE JA GLENWOOD	04930MA	MANIF		
					BELLE PL BENSENVILLE	04540PO	POTSH		
					BELLE PL CALUMET	00295PO	POTSH		
					BELLE PL ST PAUL	04850PO	POTSH		
					MOOSE JA ST PAUL	04850MA	MANIF		
					REGINA ST PAUL	04850MA	MANIF		
					FLAXTON ST PAUL	04850GD	GDOM		
					KENMARE ST PAUL	04850GD	GDOM		
					KENMARE MILWAUKEE	04760GD	GDOM		
					KENMARE CHICAGO CLEARING	00498GD	GDOM		
					FLAXTON CHICAGO CLEARING	00498GD	GDOM		
					WEYBURN CHICAGO CLEARING	00498GR	GRAIN		
					MOOSE JA CHICAGO CLEARING	00498GR	GRAIN		
					BELLE PL CHICAGO CLEARING	00498PO	POTSH		
					BELLE PL MINNEAPOLIS HUMBOLD	04871PO	POTSH		

At VOLTAIRE 04979 ,from headend of train 498

Train Arr Local Time:2235 DOW: S,M,T,W,T,F,S					Train Dep Local Time:2235 DOW: S,M,T,W,T,F,S				Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
					MINOT ST PAUL	04850MA	MANIF		
					VOLTAIRE ENDERLIN	04955SH	SHORT		
					MOOSE JA GLENWOOD	04930MA	MANIF		
					BELLE PL BENSENVILLE	04540PO	POTSH		
					BELLE PL CALUMET	00295PO	POTSH		
					BELLE PL ST PAUL	04850PO	POTSH		
					MOOSE JA ST PAUL	04850MA	MANIF		
					REGINA ST PAUL	04850MA	MANIF		
					FLAXTON ST PAUL	04850GD	GDOM		
					KENMARE ST PAUL	04850GD	GDOM		
					KENMARE MILWAUKEE	04760GD	GDOM		
					VOLTAIRE CHICAGO CLEARING	00498GR	GRAIN		
					KENMARE CHICAGO CLEARING	00498GD	GDOM		
					FLAXTON CHICAGO CLEARING	00498GD	GDOM		
					WEYBURN CHICAGO CLEARING	00498GR	GRAIN		

[illegible]	MOOSE JA	CHICAGO CLEARING	00498GR GRAIN
[illegible]	BELLE PL	CHICAGO CLEARING	00498PO POTSH
[illegible]	BELLE PL	MINNEAPOLIS HUMBOLD	04871PO POTSH

At DRAKE 04976 ,from headend of train 498

Train Arr Local Time:2330 DOW: S,M,T,W,T,F,S					Train Dep Local Time:0015 DOW: S,M,T,W,T,F,S					Block
Inbound Block		Road	Blk	BSwp	Outbound Block		Road	Blk	BSwp	DOW
Origin	Destination	BlkName	Type	To	Event	Origin	Destination	BlkName	Type	From	Notes
					[illegible]	MINOT	ST PAUL	04850MA	MANIF		
					[illegible]	VOLTAIRE	ENDERLIN	04955SH	SHORT		
					[illegible]	MOOSE JA	GLENWOOD	04930MA	MANIF		
					[illegible]	BELLE PL	BENSENVILLE	04540PO	POTSH		
					[illegible]	BELLE PL	CALUMET	00295PO	POTSH		
					[illegible]	BELLE PL	ST PAUL	04850PO	POTSH		
					[illegible]	MOOSE JA	ST PAUL	04850MA	MANIF		
					[illegible]	REGINA	ST PAUL	04850MA	MANIF		
					[illegible]	FLAXTON	ST PAUL	04850GD	GDOM		
					[illegible]	KENMARE	ST PAUL	04850GD	GDOM		
					[illegible]	KENMARE	MILWAUKEE	04760GD	GDOM		
					Lift	DRAKE	CHICAGO CLEARING	00498GD	GDOM		
					[illegible]	VOLTAIRE	CHICAGO CLEARING	00498GR	GRAIN		
					[illegible]	KENMARE	CHICAGO CLEARING	00498GD	GDOM		
					[illegible]	FLAXTON	CHICAGO CLEARING	00498GD	GDOM		
					[illegible]	WEYBURN	CHICAGO CLEARING	00498GR	GRAIN		
					[illegible]	MOOSE JA	CHICAGO CLEARING	00498GR	GRAIN		
					[illegible]	BELLE PL	CHICAGO CLEARING	00498PO	POTSH		
					[illegible]	BELLE PL	MINNEAPOLIS HUMBOLD	04871PO	POTSH		

At HARVEY 04973 ,from headend of train 498

Train Arr Local Time:0105 DOW: S,M,T,W,T,F,S					Train Dep Local Time:0235 DOW: S,M,T,W,T,F,S					Block
Inbound Block		Road	Blk	BSwp	Outbound Block		Road	Blk	BSwp	DOW
Origin	Destination	BlkName	Type	To	Event	Origin	Destination	BlkName	Type	From	Notes
					[illegible]	MINOT	ST PAUL	04850MA	MANIF		
					[illegible]	VOLTAIRE	ENDERLIN	04955SH	SHORT		
					Lift	HARVEY	CARRINGTON	04968SH	SHORT		
					Lift	HARVEY	LEAL	04962SH	SHORT		
					Lift	HARVEY	VALLEY CITY	04960SH	SHORT		
					Lift	HARVEY	ENDERLIN	04955SH	SHORT		
					Lift	HARVEY	ST PAUL	04850MA	MANIF		
					Lift	MOOSE JA	GLENWOOD	04930MA	MANIF	496	
					Lift	HARVEY	GLENWOOD	04930MA	MANIF		
					[illegible]	MOOSE JA	GLENWOOD	04930MA	MANIF		
					[illegible]	BELLE PL	BENSENVILLE	04540PO	POTSH		
					[illegible]	BELLE PL	CALUMET	00295PO	POTSH		
					[illegible]	BELLE PL	ST PAUL	04850PO	POTSH		
					[illegible]	MOOSE JA	ST PAUL	04850MA	MANIF		
					[illegible]	REGINA	ST PAUL	04850MA	MANIF		
					[illegible]	FLAXTON	ST PAUL	04850GD	GDOM		
					[illegible]	KENMARE	ST PAUL	04850GD	GDOM		
					[illegible]	KENMARE	MILWAUKEE	04760GD	GDOM		
					Lift	HARVEY	CHICAGO CLEARING	00498GR	GRAIN		
					[illegible]	DRAKE	CHICAGO CLEARING	00498GD	GDOM		
					[illegible]	VOLTAIRE	CHICAGO CLEARING	00498GR	GRAIN		
					[illegible]	KENMARE	CHICAGO CLEARING	00498GD	GDOM		
					[illegible]	FLAXTON	CHICAGO CLEARING	00498GD	GDOM		
					[illegible]	WEYBURN	CHICAGO CLEARING	00498GR	GRAIN		
					[illegible]	MOOSE JA	CHICAGO CLEARING	00498GR	GRAIN		
					[illegible]	BELLE PL	CHICAGO CLEARING	00498PO	POTSH		
					[illegible]	BELLE PL	MINNEAPOLIS HUMBOLD	04871PO	POTSH		

Business Rules and Design Notes for HARVEY 04973:
Designed Departure: 5300 Feet, 8548 tons

At CARRINGTON 04968 ,from headend of train 498

Train Arr Local Time:0425 DOW: S,M,T,W,T,F,S					Train Dep Local Time:0510 DOW: S,M,T,W,T,F,S					Block
Inbound Block		Road	Blk	BSwp	Outbound Block		Road	Blk	BSwp	DOW
Origin	Destination	BlkName	Type	To	Event	Origin	Destination	BlkName	Type	From	Notes
					[illegible]	MINOT	ST PAUL	04850MA	MANIF		
					[illegible]	VOLTAIRE	ENDERLIN	04955SH	SHORT		
HARVEY	CARRINGTON	04968SH	SHORT		S/Off						
					[illegible]	HARVEY	LEAL	04962SH	SHORT		
					[illegible]	HARVEY	VALLEY CITY	04960SH	SHORT		
					[illegible]	HARVEY	ENDERLIN	04955SH	SHORT		
					[illegible]	HARVEY	ST PAUL	04850MA	MANIF		
					Lift	CARRINGT	ST PAUL	04850MA	MANIF		

	CARRINGT	GLENWOOD	04930MA	MANIF
	MOOSE JA	GLENWOOD	04930MA	MANIF
	HARVEY	GLENWOOD	04930MA	MANIF
	MOOSE JA	GLENWOOD	04930MA	MANIF
	BELLE PL	BENSENVILLE	04540PO	POTSH
	BELLE PL	CALUMET	00295PO	POTSH
	BELLE PL	ST PAUL	04850PO	POTSH
	MOOSE JA	ST PAUL	04850MA	MANIF
	REGINA	ST PAUL	04850MA	MANIF
	FLAXTON	ST PAUL	04850GD	GDOM
	KENMARE	ST PAUL	04850GD	GDOM
	KENMARE	MILWAUKEE	04760GD	GDOM
	HARVEY	CHICAGO CLEARING	00498GR	GRAIN
	DRAKE	CHICAGO CLEARING	00498GD	GDOM
	VOLTAIRE	CHICAGO CLEARING	00498GR	GRAIN
	KENMARE	CHICAGO CLEARING	00498GD	GDOM
	FLAXTON	CHICAGO CLEARING	00498GD	GDOM
	WEYBURN	CHICAGO CLEARING	00498GR	GRAIN
	MOOSE JA	CHICAGO CLEARING	00498GR	GRAIN
	BELLE PL	CHICAGO CLEARING	00498PO	POTSH
	BELLE PL	MINNEAPOLIS HUMBOLD	04871PO	POTSH

At LEAL 04962 ,from headend of train 498

Train Arr Local Time:0650 DOW: S,M,T,W,T,F,S						Train Dep Local Time:0650 DOW: S,M,T,W,T,F,S					
Inbound Block		Road	Blk	BSwp		Outbound Block		Road	Blk	BSwp	Block DOW
Origin	Destination	BlkName	Type	To	Event	Origin	Destination	BlkName	Type	From	Notes
						MINOT	ST PAUL	04850MA	MANIF		
						VOLTAIRE	ENDERLIN	04955SH	SHORT		
HARVEY	LEAL	04962SH	SHORT		S/Off						
						HARVEY	VALLEY CITY	04960SH	SHORT		
						HARVEY	ENDERLIN	04955SH	SHORT		
						HARVEY	ST PAUL	04850MA	MANIF		
						CARRINGT	ST PAUL	04850MA	MANIF		
						CARRINGT	GLENWOOD	04930MA	MANIF		
						MOOSE JA	GLENWOOD	04930MA	MANIF		
						HARVEY	GLENWOOD	04930MA	MANIF		
						MOOSE JA	GLENWOOD	04930MA	MANIF		
						BELLE PL	BENSENVILLE	04540PO	POTSH		
						BELLE PL	CALUMET	00295PO	POTSH		
						BELLE PL	ST PAUL	04850PO	POTSH		
						MOOSE JA	ST PAUL	04850MA	MANIF		
						REGINA	ST PAUL	04850MA	MANIF		
						FLAXTON	ST PAUL	04850GD	GDOM		
						KENMARE	ST PAUL	04850GD	GDOM		
						KENMARE	MILWAUKEE	04760GD	GDOM		
						HARVEY	CHICAGO CLEARING	00498GR	GRAIN		
						DRAKE	CHICAGO CLEARING	00498GD	GDOM		
						VOLTAIRE	CHICAGO CLEARING	00498GR	GRAIN		
						KENMARE	CHICAGO CLEARING	00498GD	GDOM		
						FLAXTON	CHICAGO CLEARING	00498GD	GDOM		
						WEYBURN	CHICAGO CLEARING	00498GR	GRAIN		
						MOOSE JA	CHICAGO CLEARING	00498GR	GRAIN		
						BELLE PL	CHICAGO CLEARING	00498PO	POTSH		
						BELLE PL	MINNEAPOLIS HUMBOLD	04871PO	POTSH		

At VALLEY CITY 04960 ,from headend of train 498

Train Arr Local Time:0730 DOW: S,M,T,W,T,F,S						Train Dep Local Time:0730 DOW: S,M,T,W,T,F,S					
Inbound Block		Road	Blk	BSwp		Outbound Block		Road	Blk	BSwp	Block DOW
Origin	Destination	BlkName	Type	To	Event	Origin	Destination	BlkName	Type	From	Notes
						MINOT	ST PAUL	04850MA	MANIF		
						VOLTAIRE	ENDERLIN	04955SH	SHORT		
HARVEY	VALLEY CITY	04960SH	SHORT		S/Off						
						HARVEY	ENDERLIN	04955SH	SHORT		
						HARVEY	ST PAUL	04850MA	MANIF		
						CARRINGT	ST PAUL	04850MA	MANIF		
						CARRINGT	GLENWOOD	04930MA	MANIF		
						MOOSE JA	GLENWOOD	04930MA	MANIF		
						HARVEY	GLENWOOD	04930MA	MANIF		
						MOOSE JA	GLENWOOD	04930MA	MANIF		
						BELLE PL	BENSENVILLE	04540PO	POTSH		
						BELLE PL	CALUMET	00295PO	POTSH		
						BELLE PL	ST PAUL	04850PO	POTSH		
						MOOSE JA	ST PAUL	04850MA	MANIF		
						REGINA	ST PAUL	04850MA	MANIF		
						FLAXTON	ST PAUL	04850GD	GDOM		
						KENMARE	ST PAUL	04850GD	GDOM		
						KENMARE	MILWAUKEE	04760GD	GDOM		

				HARVEY	CHICAGO CLEARING	00498GR GRAIN	
				DRAKE	CHICAGO CLEARING	00498GD GDOM	
				VOLTAIRE	CHICAGO CLEARING	00498GR GRAIN	
				KENMARE	CHICAGO CLEARING	00498GD GDOM	
				FLAXTON	CHICAGO CLEARING	00498GD GDOM	
				WEYBURN	CHICAGO CLEARING	00498GR GRAIN	
				MOOSE JA	CHICAGO CLEARING	00498GR GRAIN	
				BELLE PL	CHICAGO CLEARING	00498PO POTSH	
				BELLE PL	MINNEAPOLIS HUMBOLD	04871PO POTSH	

At ENDERLIN 04955 ,from headend of train 498

Train Arr Local Time:0845	DOW: S,M,T,W,T,F,S			Train Dep Local Time:1100	DOW: S,M,T,W,T,F,S		Block
Inbound Block	Road Blk		BSwp	Outbound Block	Road Blk	BSwp	DOW
Origin Destination	BlkName	Type	To Event	Origin Destination	BlkName	Type From	Notes
				MINOT ST PAUL	04850MA	MANIF	
VOLTAIRE ENDERLIN	04955SH	SHORT	S/Off				
HARVEY ENDERLIN	04955SH	SHORT	S/Off				
				HARVEY ST PAUL	04850MA	MANIF	
				CARRINGT ST PAUL	04850MA	MANIF	
				CARRINGT GLENWOOD	04930MA	MANIF	
				MOOSE JA GLENWOOD	04930MA	MANIF	
				HARVEY GLENWOOD	04930MA	MANIF	
				MOOSE JA GLENWOOD	04930MA	MANIF	
				BELLE PL BENSENVILLE	04540PO	POTSH	
				BELLE PL CALUMET	00295PO	POTSH	
				BELLE PL ST PAUL	04850PO	POTSH	
				MOOSE JA ST PAUL	04850MA	MANIF	
				REGINA ST PAUL	04850MA	MANIF	
				FLAXTON ST PAUL	04850GD	GDOM	
				KENMARE ST PAUL	04850GD	GDOM	
				KENMARE MILWAUKEE	04760GD	GDOM	
				HARVEY CHICAGO CLEARING	00498GR	GRAIN	
				DRAKE CHICAGO CLEARING	00498GD	GDOM	
				VOLTAIRE CHICAGO CLEARING	00498GR	GRAIN	
				KENMARE CHICAGO CLEARING	00498GD	GDOM	
				FLAXTON CHICAGO CLEARING	00498GD	GDOM	
				WEYBURN CHICAGO CLEARING	00498GR	GRAIN	
				MOOSE JA CHICAGO CLEARING	00498GR	GRAIN	
				BELLE PL CHICAGO CLEARING	00498PO	POTSH	
				BELLE PL MINNEAPOLIS HUMBOLD	04871PO	POTSH	

At HANKINSON 04945 ,from headend of train 498

Train Arr Local Time:1300	DOW: S,M,T,W,T,F,S			Train Dep Local Time:1345	DOW: S,M,T,W,T,F,S		Block
Inbound Block	Road Blk		BSwp	Outbound Block	Road Blk	BSwp	DOW
Origin Destination	BlkName	Type	To Event	Origin Destination	BlkName	Type From	Notes
				MINOT ST PAUL	04850MA	MANIF	
				HARVEY ST PAUL	04850MA	MANIF	
				CARRINGT ST PAUL	04850MA	MANIF	
				CARRINGT GLENWOOD	04930MA	MANIF	
				MOOSE JA GLENWOOD	04930MA	MANIF	
				HARVEY GLENWOOD	04930MA	MANIF	
				MOOSE JA GLENWOOD	04930MA	MANIF	
				BELLE PL BENSENVILLE	04540PO	POTSH	
				BELLE PL CALUMET	00295PO	POTSH	
				BELLE PL ST PAUL	04850PO	POTSH	
				MOOSE JA ST PAUL	04850MA	MANIF	
				REGINA ST PAUL	04850MA	MANIF	
				FLAXTON ST PAUL	04850GD	GDOM	
				KENMARE ST PAUL	04850GD	GDOM	
				KENMARE MILWAUKEE	04760GD	GDOM	
			Lift	HANKINSO CHICAGO CLEARING	00498GR	GRAIN	
				HARVEY CHICAGO CLEARING	00498GR	GRAIN	
				DRAKE CHICAGO CLEARING	00498GD	GDOM	
				VOLTAIRE CHICAGO CLEARING	00498GR	GRAIN	
				KENMARE CHICAGO CLEARING	00498GD	GDOM	
				FLAXTON CHICAGO CLEARING	00498GD	GDOM	
				WEYBURN CHICAGO CLEARING	00498GR	GRAIN	
				MOOSE JA CHICAGO CLEARING	00498GR	GRAIN	
				BELLE PL CHICAGO CLEARING	00498PO	POTSH	
				BELLE PL MINNEAPOLIS HUMBOLD	04871PO	POTSH	

At GLENWOOD 04930 ,from headend of train 498

Train Arr Local Time:1725	DOW: S,M,T,W,T,F,S			Train Dep Local Time:2010	DOW: S,M,T,W,T,F,S		Block
Inbound Block	Road Blk		BSwp	Outbound Block	Road Blk	BSwp	DOW
Origin Destination	BlkName	Type	To Event	Origin Destination	BlkName	Type From	Notes

MINOT	ST PAUL	04850MA	MANIF	* 1	S/Off						
HARVEY	ST PAUL	04850MA	MANIF	* 2	S/Off						
CARRINGT	ST PAUL	04850MA	MANIF	* 3	S/Off						
CARRINGT	GLENWOOD	04930MA	MANIF		S/Off						
MOOSE JA	GLENWOOD	04930MA	MANIF		S/Off						
HARVEY	GLENWOOD	04930MA	MANIF		S/Off						
MOOSE JA	GLENWOOD	04930MA	MANIF		S/Off						
BELLE PL	BENSENVILLE	04540PO	POTSH	198	S/Off						
BELLE PL	CALUMET	00295PO	POTSH	* 4	S/Off						
BELLE PL	ST PAUL	04850PO	POTSH	* 5	S/Off						
MOOSE JA	ST PAUL	04850MA	MANIF	* 6	S/Off						
REGINA	ST PAUL	04850MA	MANIF	* 7	S/Off						
FLAXTON	ST PAUL	04850GD	GDOM	* 8	S/Off						
KENMARE	ST PAUL	04850GD	GDOM	* 9	S/Off						
					[redacted]	KENMARE	MILWAUKEE	04760GD	GDOM		
						NORCO	CHICAGO CLEARING	00498PO	POTSH	*10	
						BREDENBU	CHICAGO CLEARING	00498PO	POTSH	*11	
						VADE	CHICAGO CLEARING	00498PO	POTSH	*12	
						WINNIPEG	CHICAGO CLEARING	00498MA	MANIF	*13	
						HANKINSO	CHICAGO CLEARING	00498GR	GRAIN		
						HARVEY	CHICAGO CLEARING	00498GR	GRAIN		
						DRAKE	CHICAGO CLEARING	00498GD	GDOM		
						VOLTAIRE	CHICAGO CLEARING	00498GR	GRAIN		
						KENMARE	CHICAGO CLEARING	00498GD	GDOM		
						FLAXTON	CHICAGO CLEARING	00498GD	GDOM		
						WEYBURN	CHICAGO CLEARING	00498GR	GRAIN		
						MOOSE JA	CHICAGO CLEARING	00498GR	GRAIN		
						BELLE PL	CHICAGO CLEARING	00498PO	POTSH		
						BELLE PL	MINNEAPOLIS HUMBOLD	04871PO	POTSH		

Business Rules and Design Notes for GLENWOOD 04930:
Designed Departure: 3500 Feet, 6750 tons

Block Swap Notes:
*10 swaps from 290 :490 :
*11 swaps from 290 :490 :
*12 swaps from 290 :490 :
*13 swaps from 290 :490 :

* 1 swaps to 290 :490 :
* 2 swaps to 290 :490 :
* 3 swaps to 290 :490 :
* 4 swaps to
* 5 swaps to
* 6 swaps to 290 :490 :
* 7 swaps to 290 :490 :
* 8 swaps to
* 9 swaps to

At MINNEAPOLIS HUMBOLD 04871 ,from headend of train 498

Train Arr Local Time:0225		DOW: S,M,T,W,T,F,S				Train Dep Local Time:0225		DOW: S,M,T,W,T,F,S			Block
Inbound Block		Road	Blk	BSwp		Outbound Block		Road	Blk	BSwp	DOW
Origin	Destination	BlkName	Type	To	Event	Origin	Destination	BlkName	Type	From	Notes
					[redacted]	KENMARE	MILWAUKEE	04760GD	GDOM		
						NORCO	CHICAGO CLEARING	00498PO	POTSH		
						BREDENBU	CHICAGO CLEARING	00498PO	POTSH		
						VADE	CHICAGO CLEARING	00498PO	POTSH		
						WINNIPEG	CHICAGO CLEARING	00498MA	MANIF		
						HANKINSO	CHICAGO CLEARING	00498GR	GRAIN		
						HARVEY	CHICAGO CLEARING	00498GR	GRAIN		
						DRAKE	CHICAGO CLEARING	00498GD	GDOM		
						VOLTAIRE	CHICAGO CLEARING	00498GR	GRAIN		
						KENMARE	CHICAGO CLEARING	00498GD	GDOM		
						FLAXTON	CHICAGO CLEARING	00498GD	GDOM		
						WEYBURN	CHICAGO CLEARING	00498GR	GRAIN		
						MOOSE JA	CHICAGO CLEARING	00498GR	GRAIN		
						BELLE PL	CHICAGO CLEARING	00498PO	POTSH		
BELLE PL	MINNEAPOLIS HUMBOLD	04871PO	POTSH		S/Off						

At MILWAUKEE 04760 ,from headend of train 498

Train Arr Local Time:1555		DOW: S,M,T,W,T,F,S				Train Dep Local Time:1740		DOW: S,M,T,W,T,F,S			Block
Inbound Block		Road	Blk	BSwp		Outbound Block		Road	Blk	BSwp	DOW
Origin	Destination	BlkName	Type	To	Event	Origin	Destination	BlkName	Type	From	Notes
KENMARE	MILWAUKEE	04760GD	GDOM		S/Off						
					[redacted]	MILWAUKE	CHICAGO CLEARING	00498MA	MANIF		
						NORCO	CHICAGO CLEARING	00498PO	POTSH		

[redacted]	BREDENBU	CHICAGO CLEARING	00498PO	POTSH
[redacted]	VADE	CHICAGO CLEARING	00498PO	POTSH
[redacted]	WINNIPEG	CHICAGO CLEARING	00498MA	MANIF
[redacted]	HANKINSO	CHICAGO CLEARING	00498GR	GRAIN
[redacted]	HARVEY	CHICAGO CLEARING	00498GR	GRAIN
[redacted]	DRAKE	CHICAGO CLEARING	00498GD	GDOM
[redacted]	VOLTAIRE	CHICAGO CLEARING	00498GR	GRAIN
[redacted]	KENMARE	CHICAGO CLEARING	00498GD	GDOM
[redacted]	FLAXTON	CHICAGO CLEARING	00498GD	GDOM
[redacted]	WEYBURN	CHICAGO CLEARING	00498GR	GRAIN
[redacted]	MOOSE JA	CHICAGO CLEARING	00498GR	GRAIN
[redacted]	BELLE PL	CHICAGO CLEARING	00498PO	POTSH

At CHICAGO CLEARING 00498 ,from headend of train 498

Train Arr Local Time:2335		DOW: S,M,T,W,T,F,S				Train Dep Local Time:		DOW:			Block
Inbound Block		Road	Blk	BSwp		Outbound Block		Road	Blk	BSwp	DOW
Origin	Destination	BlkName	Type	To	Event	Origin	Destination	BlkName	Type	From	Notes
MILWAUKE	CHICAGO CLEARING	00498MA	MANIF		S/Off						
NORCO	CHICAGO CLEARING	00498PO	POTSH		S/Off						
BREDENBU	CHICAGO CLEARING	00498PO	POTSH		S/Off						
VADE	CHICAGO CLEARING	00498PO	POTSH		S/Off						
WINNIPEG	CHICAGO CLEARING	00498MA	MANIF		S/Off						
HANKINSO	CHICAGO CLEARING	00498GR	GRAIN		S/Off						
HARVEY	CHICAGO CLEARING	00498GR	GRAIN		S/Off						
DRAKE	CHICAGO CLEARING	00498GD	GDOM		S/Off						
VOLTAIRE	CHICAGO CLEARING	00498GR	GRAIN		S/Off						
KENMARE	CHICAGO CLEARING	00498GD	GDOM		S/Off						
FLAXTON	CHICAGO CLEARING	00498GD	GDOM		S/Off						
WEYBURN	CHICAGO CLEARING	00498GR	GRAIN		S/Off						
MOOSE JA	CHICAGO CLEARING	00498GR	GRAIN		S/Off						
BELLE PL	CHICAGO CLEARING	00498PO	POTSH		S/Off						

Condensed Block to Train Activity

Train:498
Ver :1

*PUx = Pickup Blockswap
*SOx = Setoff Blockswap

Ord	Blk Orig	Blk Dest	Blk Name	MRail OCT07 Traf. File Est Feet
1	MOOSE JA	ROULEAU	06100OC	
2	MOOSE JA	ROULEAU	06100SH	
3	MOOSE JA	CORINNE	06097SH	171
4	MOOSE JA	MILESTON	06096SH	16
5	MOOSE JA	WEYBURN	06088SH	40
6	MOOSE JA	ESTEVAN	06077SH	89
7	ESTEVAN	MINOT	04985SH	155
8	WEYBURN	MINOT	04985MA	451
9	MOOSE JA	MINOT	04985MA	1078
10	MOOSE JA	MINOT	04985EG	138
11	MINOT	ST PAUL	04850MA	373
12	VOLTAIRE	ENDERLIN	04955SH	87
13	HARVEY	CARRINGT	04968SH	133
14	HARVEY	LEAL	04962SH	22
15	HARVEY	VALLEY C	04960SH	66
16	HARVEY	ENDERLIN	04955SH	1836
17	HARVEY	ST PAUL	04850MA	101
18	CARRINGT	ST PAUL	04850MA	24
19	CARRINGT	GLENWOOD	04930MA	177
20	MOOSE JA	GLENWOOD	04930MA	278
21	HARVEY	GLENWOOD	04930MA	230
22	MOOSE JA	GLENWOOD	04930MA	278
23	BELLE PL	BENSENVI	04540PO	11
24	BELLE PL	CALUMET	00295PO	47
25	BELLE PL	ST PAUL	04850PO	730
26	MOOSE JA	ST PAUL	04850MA	939
27	REGINA	ST PAUL	04850MA	726
28	FLAXTON	ST PAUL	04850GD	
29	KENMARE	ST PAUL	04850GD	117
30	KENMARE	MILWAUKE	04760GD	71
31	MILWAUKE	CLEARING	00498MA	336
32	NORCO	CLEARING	00498PO	514
33	BREDENBU	CLEARING	00498PO	742
34	VADE	CLEARING	00498PO	30
35	WINNIPEG	CLEARING	00498MA	813
36	HANKINSO	CLEARING	00498GR	204
37	HARVEY	CLEARING	00498GR	328
38	DRAKE	CLEARING	00498GD	4
39	VOLTAIRE	CLEARING	00498GR	129

40	KENMARE	CLEARING	00498GD									>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO		126
41	FLAXTON	CLEARING	00498GD								>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO		
42	WEYBURN	CLEARING	00498GR							>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO		
43	MOOSE JA	CLEARING	00498GR		>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO		44
44	BELLE PL	CLEARING	00498PO	PUx	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO		465
45	BELLE PL	HUMBOLDT	04871PO	PUx	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO			25

		Blks PU	17	0	0	0	2	1	2	3	1	2	1	8	2	0	0	0	1	4	0	1	0
		Blks SO	0	2	1	1	1	1	0	0	4	0	0	0	1	1	1	2	0	14	1	1	14
		Blks Thr	0	15	14	13	12	13	14	16	15	16	18	19	26	27	26	24	24	11	14	13	0
		Blks Dep	17	15	14	13	14	14	16	19	16	18	19	27	28	27	26	24	25	15	14	14	0
FSOP	Max *	Feet K	6.6	6.6	6.6	6.6	6.6	6.6	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3
Design		Tons K	6.9	6.9	6.9	6.9	6.9	6.9	6.9	6.9	6.9	6.9	6.9	8.5	8.5	8.5	8.5	8.5	8.5	6.8	6.8	6.8	6.8
Design		Feet K	3.7	3.7	3.7	3.7	3.7	3.7	3.7	3.7	3.7	3.7	3.7	5.3	5.3	5.3	5.3	5.3	5.3	3.5	3.5	3.5	3.5
OCT07	Average	Cars	80	80	77	77	84	85	85	91	67	70	71	122	123	123	122	89	92	60	59	64	0
OCT07	Average	Tons K	8.2	8.2	8.1	8.1	9.0	9.3	9.3	***	7.4	7.9	7.9	***	***	***	***	9.5	***	7.6	7.5	7.8	0.0
OCT07	Average	Feet K	4.8	4.8	4.6	4.6	5.0	5.1	5.1	5.4	4.0	4.2	4.2	7.2	7.2	7.2	7.1	5.2	5.4	3.5	3.5	3.7	0.0

Created: 16:31:43 9/6/2007 Scenario:M:\FALL_BIOP_2007\

Train Design
Integrated Operating Plan
Train: 591 Version:7
Glenwood - T R Falls

Operates : __ __ Tu __ Th __ __ Scheduled

Effective (MM/DD/YYYY): 9/10/2007
Expires (MM/DD/YYYY): 3/30/2008

	Total	Stn	Sub	StPaul
Transit (HHH:MM):	008:05	001:35	006:30	008:05
Av.Speed (MPH):	23.0		28.0	23.1
Distance (Miles):	187.0			187.1
Crew Starts :	1			1
Work Locations :	23			23

Train Objectives

Objective: Operates ex Glenwood to Thief River Falls, handling short haul traffic, Thief River Falls manifest and empty grain traffic.

Anchor Blocks: Manifest.

Power Design

Power: 2 GP38's F-R. Power cycles from and to Train 592.

Condensed Schedule for Train 591 Version 7

ARRIVE Clock HHMM	TZ	D	Elapse HHMM	DOW SMTWTFS	Station/Location	SA	Stn Time HHMM	DEPART Clock HHMM	TZ	D	Elapse HHMM	DOW SMTWTFS	F	W	C	I	L	D	MAX Length	Projected Typical Length	Tons	Run - Next HHMM	Miles
					GLENWOOD	SP	0000	0700	CT	0	00000	NNYNYNN	F	W	C		L		7300	2100*	1287*	0020	10.1
0720	CT	0	00020	NNYNYNN	FORADA	SP	0000	0720	CT	0	00020	NNYNYNN		W					7300	2100	1287	0015	6.5
0735	CT	0	00035	NNYNYNN	ALEXANDRIA	SP	0000	0735	CT	0	00035	NNYNYNN		W					7300	2100	1287	0010	7.1
0745	CT	0	00045	NNYNYNN	CARLOS	SP	0000	0745	CT	0	00045	NNYNYNN		W					7300	2100	1287	0015	6.0
0800	CT	0	00100	NNYNYNN	MILTONA	SP	0000	0800	CT	0	00100	NNYNYNN		W					7300	2100	1287	0010	6.9
0810	CT	0	00110	NNYNYNN	PARKERS PRAIRIE	SP	0000	0810	CT	0	00110	NNYNYNN		W					7300	2100	1287	0030	13.6
0840	CT	0	00140	NNYNYNN	HENNING	SP	0000	0840	CT	0	00140	NNYNYNN		W					7300	2100	1287	0020	9.2
0900	CT	0	00200	NNYNYNN	OTTERTAIL	SP	0000	0900	CT	0	00200	NNYNYNN		W					7300	2100	1287	0020	6.7
0920	CT	0	00220	NNYNYNN	RICHVILLE	SP	0000	0920	CT	0	00220	NNYNYNN		W					7300	2100	1287	0015	5.8
0935	CT	0	00235	NNYNYNN	DENT	SP	0000	0935	CT	0	00235	NNYNYNN		W					7300	2100	1287	0020	8.5
0955	CT	0	00255	NNYNYNN	VERGAS	SP	0000	0955	CT	0	00255	NNYNYNN		W					7300	2100	1287	0020	13.4
1015	CT	0	00315	NNYNYNN	DETROIT LAKES	SP	0010	1025	CT	0	00325	NNYNYNN		W					7300	2100	1287	0025	12.0
1050	CT	0	00350	NNYNYNN	CALLAWAY	SP	0000	1050	CT	0	00350	NNYNYNN		W					7300	2100	1287	0020	8.6
1110	CT	0	00410	NNYNYNN	OGEMA	SP	0000	1110	CT	0	00410	NNYNYNN		W					7300	2100	1287	0015	5.6
1125	CT	0	00425	NNYNYNN	WAUBUN	SP	0010	1135	CT	0	00435	NNYNYNN		W					7300	2100	1287	0020	9.3
1155	CT	0	00455	NNYNYNN	MAHNOMEN	SP	0000	1155	CT	0	00455	NNYNYNN		W					7300	2100	1287	0015	8.6
1210	CT	0	00510	NNYNYNN	BEJOU	SP	0000	1210	CT	0	00510	NNYNYNN		W					7300	2100	1287	0010	6.7
1220	CT	0	00520	NNYNYNN	WINGER	SP	0010	1230	CT	0	00530	NNYNYNN		W					7300	2100	1287	0010	9.3
1240	CT	0	00540	NNYNYNN	ERSKINE	SP	0045	1325	CT	0	00625	NNYNYNN		W					7300	2100	1287	0020	10.0
1345	CT	0	00645	NNYNYNN	BROOKS	SP	0000	1345	CT	0	00645	NNYNYNN		W					7300	2100	1287	0010	7.0
1355	CT	0	00655	NNYNYNN	PLUMMER	SP	0010	1405	CT	0	00705	NNYNYNN		W					7300	2100	1287	0025	7.9
1430	CT	0	00730	NNYNYNN	HAZEL	SP	0010	1440	CT	0	00740	NNYNYNN		W					7300	2100	1287	0025	8.6
1505	CT	0	00805	NNYNYNN	THIEF RIVER FALL	SP								W					7300	2100	1287		

Fuel F D Customs
Work W L Locomotive Svc
Crew C I Perishable Insp

Lift and Setout Activity

At GLENWOOD 04930 ,from headend of train 591

Train Arr Local Time:	DOW:				Train Dep Local Time:0700	DOW: , ,T, ,T, , ,			Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
				Lift	GLENWOOD FORADA	04891SH	SHORT		
				Lift	GLENWOOD ALEXANDRIA	04892SH	SHORT		
				Lift	GLENWOOD CARLOS	04893SH	SHORT		
				Lift	GLENWOOD MILTONA	04894SH	SHORT		
				Lift	GLENWOOD PARKERS PRAIRIE	04895SH	SHORT		
				Lift	GLENWOOD HENNING	04897SH	SHORT		
				Lift	GLENWOOD OTTERTAIL	04898SH	SHORT		
				Lift	GLENWOOD RICHVILLE	04899SH	SHORT		
				Lift	GLENWOOD DENT	04901SH	SHORT		
				Lift	GLENWOOD VERGAS	04902SH	SHORT		
				Lift	GLENWOOD DETROIT LAKES	04903SH	SHORT		
				Lift	GLENWOOD CALLAWAY	04904SH	SHORT		
				Lift	GLENWOOD OGEMA	04905SH	SHORT		
				Lift	GLENWOOD WAUBUN	04906SH	SHORT		
				Lift	GLENWOOD MAHNOMEN	04907SH	SHORT		
				Lift	GLENWOOD BEJOU	04908SH	SHORT		
				Lift	GLENWOOD WINGER	04910SH	SHORT		
				Lift	GLENWOOD ERSKINE	04911SH	SHORT		
				Lift	GLENWOOD BROOKS	04912SH	SHORT		
				Lift	GLENWOOD PLUMMER	04913SH	SHORT		
				Lift	GLENWOOD HAZEL	04914SH	SHORT		
				Lift	GLENWOOD THIEF RIVER FALLS	04915EG	EGRAI		
				Lift	GLENWOOD THIEF RIVER FALLS	04915MA	MANIF		

Business Rules and Design Notes for GLENWOOD 04930:
Designed Departure: 2100 Feet, 1287 tons

At FORADA 04891 ,from headend of train 591

Train Arr Local Time:0720	DOW: , ,T, ,T, , ,				Train Dep Local Time:0720	DOW: , ,T, ,T, , ,			Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
GLENWOOD FORADA	04891SH	SHORT		S/Off					
				[redacted]	GLENWOOD ALEXANDRIA	04892SH	SHORT		
				[redacted]	GLENWOOD CARLOS	04893SH	SHORT		
				[redacted]	GLENWOOD MILTONA	04894SH	SHORT		
				[redacted]	GLENWOOD PARKERS PRAIRIE	04895SH	SHORT		
				[redacted]	GLENWOOD HENNING	04897SH	SHORT		
				[redacted]	GLENWOOD OTTERTAIL	04898SH	SHORT		
				[redacted]	GLENWOOD RICHVILLE	04899SH	SHORT		
				[redacted]	GLENWOOD DENT	04901SH	SHORT		
				[redacted]	GLENWOOD VERGAS	04902SH	SHORT		
				[redacted]	GLENWOOD DETROIT LAKES	04903SH	SHORT		
				[redacted]	GLENWOOD CALLAWAY	04904SH	SHORT		
				[redacted]	GLENWOOD OGEMA	04905SH	SHORT		
				[redacted]	GLENWOOD WAUBUN	04906SH	SHORT		
				[redacted]	GLENWOOD MAHNOMEN	04907SH	SHORT		
				[redacted]	GLENWOOD BEJOU	04908SH	SHORT		
				[redacted]	GLENWOOD WINGER	04910SH	SHORT		
				[redacted]	GLENWOOD ERSKINE	04911SH	SHORT		
				[redacted]	GLENWOOD BROOKS	04912SH	SHORT		
				[redacted]	GLENWOOD PLUMMER	04913SH	SHORT		
				[redacted]	GLENWOOD HAZEL	04914SH	SHORT		
				[redacted]	GLENWOOD THIEF RIVER FALLS	04915EG	EGRAI		
				[redacted]	GLENWOOD THIEF RIVER FALLS	04915MA	MANIF		

At ALEXANDRIA 04892 ,from headend of train 591

Train Arr Local Time:0735	DOW: , ,T, ,T, , ,				Train Dep Local Time:0735	DOW: , ,T, ,T, , ,			Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
GLENWOOD ALEXANDRIA	04892SH	SHORT		S/Off					
				[redacted]	GLENWOOD CARLOS	04893SH	SHORT		
				[redacted]	GLENWOOD MILTONA	04894SH	SHORT		
				[redacted]	GLENWOOD PARKERS PRAIRIE	04895SH	SHORT		
				[redacted]	GLENWOOD HENNING	04897SH	SHORT		
				[redacted]	GLENWOOD OTTERTAIL	04898SH	SHORT		
				[redacted]	GLENWOOD RICHVILLE	04899SH	SHORT		
				[redacted]	GLENWOOD DENT	04901SH	SHORT		

				GLENWOOD	VERGAS	04902SH SHORT	
				GLENWOOD	DETROIT LAKES	04903SH SHORT	
				GLENWOOD	CALLAWAY	04904SH SHORT	
				GLENWOOD	OGEMA	04905SH SHORT	
				GLENWOOD	WAUBUN	04906SH SHORT	
				GLENWOOD	MAHNOMEN	04907SH SHORT	
				GLENWOOD	BEJOU	04908SH SHORT	
				GLENWOOD	WINGER	04910SH SHORT	
				GLENWOOD	ERSKINE	04911SH SHORT	
				GLENWOOD	BROOKS	04912SH SHORT	
				GLENWOOD	PLUMMER	04913SH SHORT	
				GLENWOOD	HAZEL	04914SH SHORT	
				ALEXANDR	THIEF RIVER FALLS	04915SH SHORT	
				GLENWOOD	THIEF RIVER FALLS	04915EG EGRAI	
				GLENWOOD	THIEF RIVER FALLS	04915MA MANIF	

At CARLOS 04893 ,from headend of train 591

Train Arr Local Time:0745 DOW: , ,T, ,T, , ,					Train Dep Local Time:0745 DOW: , ,T, ,T, , ,				Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
GLENWOOD CARLOS	04893SH	SHORT		S/Off					
					GLENWOOD MILTONA	04894SH	SHORT		
					GLENWOOD PARKERS PRAIRIE	04895SH	SHORT		
					GLENWOOD HENNING	04897SH	SHORT		
					GLENWOOD OTTERTAIL	04898SH	SHORT		
					GLENWOOD RICHVILLE	04899SH	SHORT		
					GLENWOOD DENT	04901SH	SHORT		
					GLENWOOD VERGAS	04902SH	SHORT		
					GLENWOOD DETROIT LAKES	04903SH	SHORT		
					GLENWOOD CALLAWAY	04904SH	SHORT		
					GLENWOOD OGEMA	04905SH	SHORT		
					GLENWOOD WAUBUN	04906SH	SHORT		
					GLENWOOD MAHNOMEN	04907SH	SHORT		
					GLENWOOD BEJOU	04908SH	SHORT		
					GLENWOOD WINGER	04910SH	SHORT		
					GLENWOOD ERSKINE	04911SH	SHORT		
					GLENWOOD BROOKS	04912SH	SHORT		
					GLENWOOD PLUMMER	04913SH	SHORT		
					GLENWOOD HAZEL	04914SH	SHORT		
					ALEXANDR THIEF RIVER FALLS	04915SH	SHORT		
					GLENWOOD THIEF RIVER FALLS	04915EG	EGRAI		
					GLENWOOD THIEF RIVER FALLS	04915MA	MANIF		

At MILTONA 04894 ,from headend of train 591

Train Arr Local Time:0800 DOW: , ,T, ,T, , ,					Train Dep Local Time:0800 DOW: , ,T, ,T, , ,				Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
GLENWOOD MILTONA	04894SH	SHORT		S/Off					
					GLENWOOD PARKERS PRAIRIE	04895SH	SHORT		
					GLENWOOD HENNING	04897SH	SHORT		
					GLENWOOD OTTERTAIL	04898SH	SHORT		
					GLENWOOD RICHVILLE	04899SH	SHORT		
					GLENWOOD DENT	04901SH	SHORT		
					GLENWOOD VERGAS	04902SH	SHORT		
					GLENWOOD DETROIT LAKES	04903SH	SHORT		
					GLENWOOD CALLAWAY	04904SH	SHORT		
					GLENWOOD OGEMA	04905SH	SHORT		
					GLENWOOD WAUBUN	04906SH	SHORT		
					GLENWOOD MAHNOMEN	04907SH	SHORT		
					GLENWOOD BEJOU	04908SH	SHORT		
					GLENWOOD WINGER	04910SH	SHORT		
					GLENWOOD ERSKINE	04911SH	SHORT		
					GLENWOOD BROOKS	04912SH	SHORT		
					GLENWOOD PLUMMER	04913SH	SHORT		
					GLENWOOD HAZEL	04914SH	SHORT		
					ALEXANDR THIEF RIVER FALLS	04915SH	SHORT		
					GLENWOOD THIEF RIVER FALLS	04915EG	EGRAI		
					GLENWOOD THIEF RIVER FALLS	04915MA	MANIF		

At PARKERS PRAIRIE 04895 ,from headend of train 591

Train Arr Local Time:0810 DOW: , ,T, ,T, , ,					Train Dep Local Time:0810 DOW: , ,T, ,T, , ,				Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
GLENWOOD PARKERS PRAIRIE	04895SH	SHORT		S/Off					
					GLENWOOD HENNING	04897SH	SHORT		

[redacted]	GLENWOOD OTTERTAIL	04898SH	SHORT
[redacted]	GLENWOOD RICHVILLE	04899SH	SHORT
[redacted]	GLENWOOD DENT	04901SH	SHORT
[redacted]	GLENWOOD VERGAS	04902SH	SHORT
[redacted]	GLENWOOD DETROIT LAKES	04903SH	SHORT
[redacted]	GLENWOOD CALLAWAY	04904SH	SHORT
[redacted]	GLENWOOD OGEMA	04905SH	SHORT
[redacted]	GLENWOOD WAUBUN	04906SH	SHORT
[redacted]	GLENWOOD MAHNOMEN	04907SH	SHORT
[redacted]	GLENWOOD BEJOU	04908SH	SHORT
[redacted]	GLENWOOD WINGER	04910SH	SHORT
[redacted]	GLENWOOD ERSKINE	04911SH	SHORT
[redacted]	GLENWOOD BROOKS	04912SH	SHORT
[redacted]	GLENWOOD PLUMMER	04913SH	SHORT
[redacted]	GLENWOOD HAZEL	04914SH	SHORT
Lift	PARKERSP THIEF RIVER FALLS	04915SH	SHORT
[redacted]	ALEXANDR THIEF RIVER FALLS	04915SH	SHORT
[redacted]	GLENWOOD THIEF RIVER FALLS	04915EG	EGRAI
[redacted]	GLENWOOD THIEF RIVER FALLS	04915MA	MANIF

At HENNING 04897 ,from headend of train 591

Train Arr Local Time:0840 Inbound Block Origin Destination	DOW: , ,T, ,T, , , Road Blk BSwp BlkName Type To	Event	Train Dep Local Time:0840 Outbound Block Origin Destination	DOW: , ,T, ,T, , , Road Blk BSwp BlkName Type From	Block DOW Notes
GLENWOOD HENNING	04897SH SHORT	S/Off			
		[redacted]	GLENWOOD OTTERTAIL	04898SH SHORT	
		[redacted]	GLENWOOD RICHVILLE	04899SH SHORT	
		[redacted]	GLENWOOD DENT	04901SH SHORT	
		[redacted]	GLENWOOD VERGAS	04902SH SHORT	
		[redacted]	GLENWOOD DETROIT LAKES	04903SH SHORT	
		[redacted]	GLENWOOD CALLAWAY	04904SH SHORT	
		[redacted]	GLENWOOD OGEMA	04905SH SHORT	
		[redacted]	GLENWOOD WAUBUN	04906SH SHORT	
		[redacted]	GLENWOOD MAHNOMEN	04907SH SHORT	
		[redacted]	GLENWOOD BEJOU	04908SH SHORT	
		[redacted]	GLENWOOD WINGER	04910SH SHORT	
		[redacted]	GLENWOOD ERSKINE	04911SH SHORT	
		[redacted]	GLENWOOD BROOKS	04912SH SHORT	
		[redacted]	GLENWOOD PLUMMER	04913SH SHORT	
		[redacted]	GLENWOOD HAZEL	04914SH SHORT	
		Lift	HENNING THIEF RIVER FALLS	04915SH SHORT	
		[redacted]	PARKERSP THIEF RIVER FALLS	04915SH SHORT	
		[redacted]	ALEXANDR THIEF RIVER FALLS	04915SH SHORT	
		[redacted]	GLENWOOD THIEF RIVER FALLS	04915EG EGRAI	
		[redacted]	GLENWOOD THIEF RIVER FALLS	04915MA MANIF	

At OTTERTAIL 04898 ,from headend of train 591

Train Arr Local Time:0900 Inbound Block Origin Destination	DOW: , ,T, ,T, , , Road Blk BSwp BlkName Type To	Event	Train Dep Local Time:0900 Outbound Block Origin Destination	DOW: , ,T, ,T, , , Road Blk BSwp BlkName Type From	Block DOW Notes
GLENWOOD OTTERTAIL	04898SH SHORT	S/Off			
		[redacted]	GLENWOOD RICHVILLE	04899SH SHORT	
		[redacted]	GLENWOOD DENT	04901SH SHORT	
		[redacted]	GLENWOOD VERGAS	04902SH SHORT	
		[redacted]	GLENWOOD DETROIT LAKES	04903SH SHORT	
		[redacted]	GLENWOOD CALLAWAY	04904SH SHORT	
		[redacted]	GLENWOOD OGEMA	04905SH SHORT	
		[redacted]	GLENWOOD WAUBUN	04906SH SHORT	
		[redacted]	GLENWOOD MAHNOMEN	04907SH SHORT	
		[redacted]	GLENWOOD BEJOU	04908SH SHORT	
		[redacted]	GLENWOOD WINGER	04910SH SHORT	
		[redacted]	GLENWOOD ERSKINE	04911SH SHORT	
		[redacted]	GLENWOOD BROOKS	04912SH SHORT	
		[redacted]	GLENWOOD PLUMMER	04913SH SHORT	
		[redacted]	GLENWOOD HAZEL	04914SH SHORT	
		[redacted]	HENNING THIEF RIVER FALLS	04915SH SHORT	
		[redacted]	PARKERSP THIEF RIVER FALLS	04915SH SHORT	
		[redacted]	ALEXANDR THIEF RIVER FALLS	04915SH SHORT	
		[redacted]	GLENWOOD THIEF RIVER FALLS	04915EG EGRAI	
		[redacted]	GLENWOOD THIEF RIVER FALLS	04915MA MANIF	

At RICHVILLE 04899 ,from headend of train 591

Train Arr Local Time:0920 Inbound Block Origin Destination	DOW: , ,T, ,T, , , Road Blk BSwp BlkName Type To	Event	Train Dep Local Time:0920 Outbound Block Origin Destination	DOW: , ,T, ,T, , , Road Blk BSwp BlkName Type From	Block DOW Notes

GLENWOOD RICHVILLE	04899SH SHORT	S/Off					
			GLENWOOD DENT	04901SH SHORT			
			GLENWOOD VERGAS	04902SH SHORT			
			GLENWOOD DETROIT LAKES	04903SH SHORT			
			GLENWOOD CALLAWAY	04904SH SHORT			
			GLENWOOD OGEMA	04905SH SHORT			
			GLENWOOD WAUBUN	04906SH SHORT			
			GLENWOOD MAHNOMEN	04907SH SHORT			
			GLENWOOD BEJOU	04908SH SHORT			
			GLENWOOD WINGER	04910SH SHORT			
			GLENWOOD ERSKINE	04911SH SHORT			
			GLENWOOD BROOKS	04912SH SHORT			
			GLENWOOD PLUMMER	04913SH SHORT			
			GLENWOOD HAZEL	04914SH SHORT			
			HENNING THIEF RIVER FALLS	04915SH SHORT			
			PARKERSP THIEF RIVER FALLS	04915SH SHORT			
			ALEXANDR THIEF RIVER FALLS	04915SH SHORT			
			GLENWOOD THIEF RIVER FALLS	04915EG EGRAI			
			GLENWOOD THIEF RIVER FALLS	04915MA MANIF			

At DENT 04901 ,from headend of train 591

Train Arr Local Time:0935 DOW: , ,T, ,T, , ,					Train Dep Local Time:0935 DOW: , ,T, ,T, , ,				Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
GLENWOOD DENT	04901SH	SHORT		S/Off					
					GLENWOOD VERGAS	04902SH	SHORT		
					GLENWOOD DETROIT LAKES	04903SH	SHORT		
					GLENWOOD CALLAWAY	04904SH	SHORT		
					GLENWOOD OGEMA	04905SH	SHORT		
					GLENWOOD WAUBUN	04906SH	SHORT		
					GLENWOOD MAHNOMEN	04907SH	SHORT		
					GLENWOOD BEJOU	04908SH	SHORT		
					GLENWOOD WINGER	04910SH	SHORT		
					GLENWOOD ERSKINE	04911SH	SHORT		
					GLENWOOD BROOKS	04912SH	SHORT		
					GLENWOOD PLUMMER	04913SH	SHORT		
					GLENWOOD HAZEL	04914SH	SHORT		
					HENNING THIEF RIVER FALLS	04915SH	SHORT		
					PARKERSP THIEF RIVER FALLS	04915SH	SHORT		
					ALEXANDR THIEF RIVER FALLS	04915SH	SHORT		
					GLENWOOD THIEF RIVER FALLS	04915EG	EGRAI		
					GLENWOOD THIEF RIVER FALLS	04915MA	MANIF		

At VERGAS 04902 ,from headend of train 591

Train Arr Local Time:0955 DOW: , ,T, ,T, , ,					Train Dep Local Time:0955 DOW: , ,T, ,T, , ,				Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
GLENWOOD VERGAS	04902SH	SHORT		S/Off					
					GLENWOOD DETROIT LAKES	04903SH	SHORT		
					GLENWOOD CALLAWAY	04904SH	SHORT		
					GLENWOOD OGEMA	04905SH	SHORT		
					GLENWOOD WAUBUN	04906SH	SHORT		
					GLENWOOD MAHNOMEN	04907SH	SHORT		
					GLENWOOD BEJOU	04908SH	SHORT		
					GLENWOOD WINGER	04910SH	SHORT		
					GLENWOOD ERSKINE	04911SH	SHORT		
					GLENWOOD BROOKS	04912SH	SHORT		
					GLENWOOD PLUMMER	04913SH	SHORT		
					GLENWOOD HAZEL	04914SH	SHORT		
					HENNING THIEF RIVER FALLS	04915SH	SHORT		
					PARKERSP THIEF RIVER FALLS	04915SH	SHORT		
					ALEXANDR THIEF RIVER FALLS	04915SH	SHORT		
					GLENWOOD THIEF RIVER FALLS	04915EG	EGRAI		
					GLENWOOD THIEF RIVER FALLS	04915MA	MANIF		

At DETROIT LAKES 04903 ,from headend of train 591

Train Arr Local Time:1015 DOW: , ,T, ,T, , ,					Train Dep Local Time:1025 DOW: , ,T, ,T, , ,				Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
GLENWOOD DETROIT LAKES	04903SH	SHORT		S/Off					
					GLENWOOD CALLAWAY	04904SH	SHORT		
					GLENWOOD OGEMA	04905SH	SHORT		
					GLENWOOD WAUBUN	04906SH	SHORT		
					GLENWOOD MAHNOMEN	04907SH	SHORT		
					GLENWOOD BEJOU	04908SH	SHORT		

[redacted]	GLENWOOD	WINGER	04910SH SHORT
[redacted]	GLENWOOD	ERSKINE	04911SH SHORT
[redacted]	GLENWOOD	BROOKS	04912SH SHORT
[redacted]	GLENWOOD	PLUMMER	04913SH SHORT
[redacted]	GLENWOOD	HAZEL	04914SH SHORT
Lift	DETROITL	THIEF RIVER FALLS	04915SH SHORT
[redacted]	HENNING	THIEF RIVER FALLS	04915SH SHORT
[redacted]	PARKERSP	THIEF RIVER FALLS	04915SH SHORT
[redacted]	ALEXANDR	THIEF RIVER FALLS	04915SH SHORT
[redacted]	GLENWOOD	THIEF RIVER FALLS	04915EG EGRAI
[redacted]	GLENWOOD	THIEF RIVER FALLS	04915MA MANIF

At CALLAWAY 04904 ,from headend of train 591

Train Arr Local Time:1050 DOW: , ,T, ,T, , ,					Train Dep Local Time:1050 DOW: , ,T, ,T, , ,				Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
GLENWOOD CALLAWAY	04904SH	SHORT		S/Off					
				[redacted]	GLENWOOD OGEMA	04905SH	SHORT		
				[redacted]	GLENWOOD WAUBUN	04906SH	SHORT		
				[redacted]	GLENWOOD MAHNOMEN	04907SH	SHORT		
				[redacted]	GLENWOOD BEJOU	04908SH	SHORT		
				[redacted]	GLENWOOD WINGER	04910SH	SHORT		
				[redacted]	GLENWOOD ERSKINE	04911SH	SHORT		
				[redacted]	GLENWOOD BROOKS	04912SH	SHORT		
				[redacted]	GLENWOOD PLUMMER	04913SH	SHORT		
				[redacted]	GLENWOOD HAZEL	04914SH	SHORT		
				Lift	CALLAWAY THIEF RIVER FALLS	04915SH	SHORT		
				[redacted]	DETROITL THIEF RIVER FALLS	04915SH	SHORT		
				[redacted]	HENNING THIEF RIVER FALLS	04915SH	SHORT		
				[redacted]	PARKERSP THIEF RIVER FALLS	04915SH	SHORT		
				[redacted]	ALEXANDR THIEF RIVER FALLS	04915SH	SHORT		
				[redacted]	GLENWOOD THIEF RIVER FALLS	04915EG	EGRAI		
				[redacted]	GLENWOOD THIEF RIVER FALLS	04915MA	MANIF		

At OGEMA 04905 ,from headend of train 591

Train Arr Local Time:1110 DOW: , ,T, ,T, , ,					Train Dep Local Time:1110 DOW: , ,T, ,T, , ,				Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
GLENWOOD OGEMA	04905SH	SHORT		S/Off					
				[redacted]	GLENWOOD WAUBUN	04906SH	SHORT		
				[redacted]	GLENWOOD MAHNOMEN	04907SH	SHORT		
				[redacted]	GLENWOOD BEJOU	04908SH	SHORT		
				[redacted]	GLENWOOD WINGER	04910SH	SHORT		
				[redacted]	GLENWOOD ERSKINE	04911SH	SHORT		
				[redacted]	GLENWOOD BROOKS	04912SH	SHORT		
				[redacted]	GLENWOOD PLUMMER	04913SH	SHORT		
				[redacted]	GLENWOOD HAZEL	04914SH	SHORT		
				[redacted]	CALLAWAY THIEF RIVER FALLS	04915SH	SHORT		
				[redacted]	DETROITL THIEF RIVER FALLS	04915SH	SHORT		
				[redacted]	HENNING THIEF RIVER FALLS	04915SH	SHORT		
				[redacted]	PARKERSP THIEF RIVER FALLS	04915SH	SHORT		
				[redacted]	ALEXANDR THIEF RIVER FALLS	04915SH	SHORT		
				[redacted]	GLENWOOD THIEF RIVER FALLS	04915EG	EGRAI		
				[redacted]	GLENWOOD THIEF RIVER FALLS	04915MA	MANIF		

At WAUBUN 04906 ,from headend of train 591

Train Arr Local Time:1125 DOW: , ,T, ,T, , ,					Train Dep Local Time:1135 DOW: , ,T, ,T, , ,				Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
GLENWOOD WAUBUN	04906SH	SHORT		S/Off					
				[redacted]	GLENWOOD MAHNOMEN	04907SH	SHORT		
				[redacted]	GLENWOOD BEJOU	04908SH	SHORT		
				[redacted]	GLENWOOD WINGER	04910SH	SHORT		
				[redacted]	GLENWOOD ERSKINE	04911SH	SHORT		
				[redacted]	GLENWOOD BROOKS	04912SH	SHORT		
				[redacted]	GLENWOOD PLUMMER	04913SH	SHORT		
				[redacted]	GLENWOOD HAZEL	04914SH	SHORT		
				Lift	WAUBUN THIEF RIVER FALLS	04915SH	SHORT		
				[redacted]	CALLAWAY THIEF RIVER FALLS	04915SH	SHORT		
				[redacted]	DETROITL THIEF RIVER FALLS	04915SH	SHORT		
				[redacted]	HENNING THIEF RIVER FALLS	04915SH	SHORT		
				[redacted]	PARKERSP THIEF RIVER FALLS	04915SH	SHORT		
				[redacted]	ALEXANDR THIEF RIVER FALLS	04915SH	SHORT		
				[redacted]	GLENWOOD THIEF RIVER FALLS	04915EG	EGRAI		
				[redacted]	GLENWOOD THIEF RIVER FALLS	04915MA	MANIF		

At MAHNOMEN 04907 ,from headend of train 591

Train Arr Local Time:1155 DOW: , ,T, ,T, , ,					Train Dep Local Time:1155 DOW: , ,T, ,T, , ,				Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
GLENWOOD MAHNOMEN	04907SH	SHORT		S/Off					
					GLENWOOD BEJOU	04908SH	SHORT		
					GLENWOOD WINGER	04910SH	SHORT		
					GLENWOOD ERSKINE	04911SH	SHORT		
					GLENWOOD BROOKS	04912SH	SHORT		
					GLENWOOD PLUMMER	04913SH	SHORT		
					GLENWOOD HAZEL	04914SH	SHORT		
					MAHNOMEN THIEF RIVER FALLS	04915SH	SHORT		
					WAUBUN THIEF RIVER FALLS	04915SH	SHORT		
					CALLAWAY THIEF RIVER FALLS	04915SH	SHORT		
					DETROITL THIEF RIVER FALLS	04915SH	SHORT		
					HENNING THIEF RIVER FALLS	04915SH	SHORT		
					PARKERSP THIEF RIVER FALLS	04915SH	SHORT		
					ALEXANDR THIEF RIVER FALLS	04915SH	SHORT		
					GLENWOOD THIEF RIVER FALLS	04915EG	EGRAI		
					GLENWOOD THIEF RIVER FALLS	04915MA	MANIF		

At BEJOU 04908 ,from headend of train 591

Train Arr Local Time:1210 DOW: , ,T, ,T, , ,					Train Dep Local Time:1210 DOW: , ,T, ,T, , ,				Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
GLENWOOD BEJOU	04908SH	SHORT		S/Off					
					GLENWOOD WINGER	04910SH	SHORT		
					GLENWOOD ERSKINE	04911SH	SHORT		
					GLENWOOD BROOKS	04912SH	SHORT		
					GLENWOOD PLUMMER	04913SH	SHORT		
					GLENWOOD HAZEL	04914SH	SHORT		
					MAHNOMEN THIEF RIVER FALLS	04915SH	SHORT		
					WAUBUN THIEF RIVER FALLS	04915SH	SHORT		
					CALLAWAY THIEF RIVER FALLS	04915SH	SHORT		
					DETROITL THIEF RIVER FALLS	04915SH	SHORT		
					HENNING THIEF RIVER FALLS	04915SH	SHORT		
					PARKERSP THIEF RIVER FALLS	04915SH	SHORT		
					ALEXANDR THIEF RIVER FALLS	04915SH	SHORT		
					GLENWOOD THIEF RIVER FALLS	04915EG	EGRAI		
					GLENWOOD THIEF RIVER FALLS	04915MA	MANIF		

At WINGER 04910 ,from headend of train 591

Train Arr Local Time:1220 DOW: , ,T, ,T, , ,					Train Dep Local Time:1230 DOW: , ,T, ,T, , ,				Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
GLENWOOD WINGER	04910SH	SHORT		S/Off					
					GLENWOOD ERSKINE	04911SH	SHORT		
					GLENWOOD BROOKS	04912SH	SHORT		
					GLENWOOD PLUMMER	04913SH	SHORT		
					GLENWOOD HAZEL	04914SH	SHORT		
					WINGER THIEF RIVER FALLS	04915SH	SHORT		
					MAHNOMEN THIEF RIVER FALLS	04915SH	SHORT		
					WAUBUN THIEF RIVER FALLS	04915SH	SHORT		
					CALLAWAY THIEF RIVER FALLS	04915SH	SHORT		
					DETROITL THIEF RIVER FALLS	04915SH	SHORT		
					HENNING THIEF RIVER FALLS	04915SH	SHORT		
					PARKERSP THIEF RIVER FALLS	04915SH	SHORT		
					ALEXANDR THIEF RIVER FALLS	04915SH	SHORT		
					GLENWOOD THIEF RIVER FALLS	04915EG	EGRAI		
					GLENWOOD THIEF RIVER FALLS	04915MA	MANIF		

At ERSKINE 04911 ,from headend of train 591

Train Arr Local Time:1240 DOW: , ,T, ,T, , ,					Train Dep Local Time:1325 DOW: , ,T, ,T, , ,				Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
GLENWOOD ERSKINE	04911SH	SHORT		S/Off					
					GLENWOOD BROOKS	04912SH	SHORT		
					GLENWOOD PLUMMER	04913SH	SHORT		
					GLENWOOD HAZEL	04914SH	SHORT		
					ERSKINE THIEF RIVER FALLS	04915SH	SHORT		
					WINGER THIEF RIVER FALLS	04915SH	SHORT		
					MAHNOMEN THIEF RIVER FALLS	04915SH	SHORT		

Thru	WAUBUN	THIEF RIVER FALLS	04915SH	SHORT						
Thru	CALLAWAY	THIEF RIVER FALLS	04915SH	SHORT						
Thru	DETROITL	THIEF RIVER FALLS	04915SH	SHORT						
Thru	HENNING	THIEF RIVER FALLS	04915SH	SHORT						
Thru	PARKERSP	THIEF RIVER FALLS	04915SH	SHORT						
Thru	ALEXANDR	THIEF RIVER FALLS	04915SH	SHORT						
Thru	GLENWOOD	THIEF RIVER FALLS	04915EG	EGRAI						
Thru	GLENWOOD	THIEF RIVER FALLS	04915MA	MANIF						

At BROOKS 04912 ,from headend of train 591

Train Arr Local Time:1345	DOW: , ,T, ,T, , ,				Train Dep Local Time:1345	DOW: , ,T, ,T, , ,			Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
GLENWOOD BROOKS	04912SH	SHORT		S/Off					
				Thru	GLENWOOD PLUMMER	04913SH	SHORT		
				Thru	GLENWOOD HAZEL	04914SH	SHORT		
				Lift	BROOK THIEF RIVER FALLS	04915SH	SHORT		
				Thru	ERSKINE THIEF RIVER FALLS	04915SH	SHORT		
				Thru	WINGER THIEF RIVER FALLS	04915SH	SHORT		
				Thru	MAHNOMEN THIEF RIVER FALLS	04915SH	SHORT		
				Thru	WAUBUN THIEF RIVER FALLS	04915SH	SHORT		
				Thru	CALLAWAY THIEF RIVER FALLS	04915SH	SHORT		
				Thru	DETROITL THIEF RIVER FALLS	04915SH	SHORT		
				Thru	HENNING THIEF RIVER FALLS	04915SH	SHORT		
				Thru	PARKERSP THIEF RIVER FALLS	04915SH	SHORT		
				Thru	ALEXANDR THIEF RIVER FALLS	04915SH	SHORT		
				Thru	GLENWOOD THIEF RIVER FALLS	04915EG	EGRAI		
				Thru	GLENWOOD THIEF RIVER FALLS	04915MA	MANIF		

At PLUMMER 04913 ,from headend of train 591

Train Arr Local Time:1355	DOW: , ,T, ,T, , ,				Train Dep Local Time:1405	DOW: , ,T, ,T, , ,			Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
GLENWOOD PLUMMER	04913SH	SHORT		S/Off					
				Thru	GLENWOOD HAZEL	04914SH	SHORT		
				Lift	PLUMMER THIEF RIVER FALLS	04915SH	SHORT		
				Thru	BROOK THIEF RIVER FALLS	04915SH	SHORT		
				Thru	ERSKINE THIEF RIVER FALLS	04915SH	SHORT		
				Thru	WINGER THIEF RIVER FALLS	04915SH	SHORT		
				Thru	MAHNOMEN THIEF RIVER FALLS	04915SH	SHORT		
				Thru	WAUBUN THIEF RIVER FALLS	04915SH	SHORT		
				Thru	CALLAWAY THIEF RIVER FALLS	04915SH	SHORT		
				Thru	DETROITL THIEF RIVER FALLS	04915SH	SHORT		
				Thru	HENNING THIEF RIVER FALLS	04915SH	SHORT		
				Thru	PARKERSP THIEF RIVER FALLS	04915SH	SHORT		
				Thru	ALEXANDR THIEF RIVER FALLS	04915SH	SHORT		
				Thru	GLENWOOD THIEF RIVER FALLS	04915EG	EGRAI		
				Thru	GLENWOOD THIEF RIVER FALLS	04915MA	MANIF		

At HAZEL 04914 ,from headend of train 591

Train Arr Local Time:1430	DOW: , ,T, ,T, , ,				Train Dep Local Time:1440	DOW: , ,T, ,T, , ,			Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
GLENWOOD HAZEL	04914SH	SHORT		S/Off					
				Lift	HAZEL THIEF RIVER FALLS	04915SH	SHORT		
				Thru	PLUMMER THIEF RIVER FALLS	04915SH	SHORT		
				Thru	BROOK THIEF RIVER FALLS	04915SH	SHORT		
				Thru	ERSKINE THIEF RIVER FALLS	04915SH	SHORT		
				Thru	WINGER THIEF RIVER FALLS	04915SH	SHORT		
				Thru	MAHNOMEN THIEF RIVER FALLS	04915SH	SHORT		
				Thru	WAUBUN THIEF RIVER FALLS	04915SH	SHORT		
				Thru	CALLAWAY THIEF RIVER FALLS	04915SH	SHORT		
				Thru	DETROITL THIEF RIVER FALLS	04915SH	SHORT		
				Thru	HENNING THIEF RIVER FALLS	04915SH	SHORT		
				Thru	PARKERSP THIEF RIVER FALLS	04915SH	SHORT		
				Thru	ALEXANDR THIEF RIVER FALLS	04915SH	SHORT		
				Thru	GLENWOOD THIEF RIVER FALLS	04915EG	EGRAI		
				Thru	GLENWOOD THIEF RIVER FALLS	04915MA	MANIF		

At THIEF RIVER FALLS 04915 ,from headend of train 591

Train Arr Local Time:1505	DOW: , ,T, ,T, , ,				Train Dep Local Time:	DOW:			Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes

HAZEL	THIEF RIVER FALLS	04915SH	SHORT	S/Off			
PLUMMER	THIEF RIVER FALLS	04915SH	SHORT	S/Off			
BROOK	THIEF RIVER FALLS	04915SH	SHORT	S/Off			
ERSKINE	THIEF RIVER FALLS	04915SH	SHORT	S/Off			
WINGER	THIEF RIVER FALLS	04915SH	SHORT	S/Off			
MAHNOMEN	THIEF RIVER FALLS	04915SH	SHORT	S/Off			
WAUBUN	THIEF RIVER FALLS	04915SH	SHORT	S/Off			
CALLAWAY	THIEF RIVER FALLS	04915SH	SHORT	S/Off			
DETROITL	THIEF RIVER FALLS	04915SH	SHORT	S/Off			
HENNING	THIEF RIVER FALLS	04915SH	SHORT	S/Off			
PARKERSP	THIEF RIVER FALLS	04915SH	SHORT	S/Off			
ALEXANDR	THIEF RIVER FALLS	04915SH	SHORT	S/Off			
GLENWOOD	THIEF RIVER FALLS	04915EG	EGRAI	S/Off			
GLENWOOD	THIEF RIVER FALLS	04915MA	MANIF	S/Off			

Condensed Block to Train Activity

Train:591
Ver :7

*PUx = Pickup Blockswap
*SOx = Setoff Blockswap

Ord	Blk Orig	Blk Dest	Blk Name	GLEN	FORA	ALEX	CARL	MILT	PARK	HENN	OTTE	RICH	DENT	VERG	DETR	CALL	OGEM	WAUB	MAHN	BEJO	WING	ERSK	BROO	PLUM	HAZE	T R	MRail OCT07 Traf. File Est Feet
1	GLENWOOD	FORADA	04891SH		SO																						
2	GLENWOOD	ALEXANDR	04892SH		>>>	SO																					
3	GLENWOOD	CARLOS	04893SH		>>>	>>>	SO																				
4	GLENWOOD	MILTONA	04894SH		>>>	>>>	>>>	SO																			
5	GLENWOOD	PARKERSP	04895SH		>>>	>>>	>>>	>>>	SO																		24
6	GLENWOOD	HENNING	04897SH		>>>	>>>	>>>	>>>	>>>	SO																	
7	GLENWOOD	OTTERTA	04898SH		>>>	>>>	>>>	>>>	>>>	>>>	SO																
8	GLENWOOD	RICHVILL	04899SH		>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO															
9	GLENWOOD	DENT	04901SH		>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO														
10	GLENWOOD	VERGAS	04902SH		>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO													
11	GLENWOOD	DETROITL	04903SH		>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO												62
12	GLENWOOD	CALLAWAY	04904SH		>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO											215
13	GLENWOOD	OGEM	04905SH		>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO										
14	GLENWOOD	WAUBUN	04906SH		>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO									
15	GLENWOOD	MAHNOMEN	04907SH		>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO								36
16	GLENWOOD	BEJOU	04908SH		>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO							
17	GLENWOOD	WINGER	04910SH		>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO						31
18	GLENWOOD	ERSKINE	04911SH		>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO					9
19	GLENWOOD	BROOK	04912SH		>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO				7
20	GLENWOOD	PLUMMER	04913SH		>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO			8
21	GLENWOOD	HAZEL	04914SH		>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO		
22	HAZEL	T R FALL	04915SH																						SO		
23	PLUMMER	T R FALL	04915SH																					>>>	SO		
24	BROOK	T R FALL	04915SH																				>>>	>>>	SO		
25	ERSKINE	T R FALL	04915SH																			>>>	>>>	>>>	SO		6
26	WINGER	T R FALL	04915SH																		>>>	>>>	>>>	>>>	SO		
27	MAHNOMEN	T R FALL	04915SH																	>>>	>>>	>>>	>>>	>>>	SO		15
28	WAUBUN	T R FALL	04915SH																>>>	>>>	>>>	>>>	>>>	>>>	SO		
29	CALLAWAY	T R FALL	04915SH														>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO		
30	DETROITL	T R FALL	04915SH													>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO		39
31	HENNING	T R FALL	04915SH								>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO		
32	PARKERSP	T R FALL	04915SH							>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO		
33	ALEXANDR	T R FALL	04915SH				>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO		
34	GLENWOOD	T R FALL	04915EG		>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO		184
35	GLENWOOD	T R FALL	04915MA		>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO		57
		Blks PU		23	0	1	0	0	1	1	0	0	0	0	1	1	0	1	1	0	1	1	1	1	1	0	
		Blks SO		0	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	14	
		Blks Thr		0	22	21	21	20	19	19	19	18	17	16	15	15	15	14	14	14	13	13	13	13	13	0	

		Blks Dep	23	22	22	21	20	20	20	19	18	17	16	16	16	15	15	15	14	14	14	14	14	14	0
FSOP	Max *	Feet K	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3
Design		Tons K	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3
Design		Feet K	2.1	2.1	2.1	2.1	2.1	2.1	2.1	2.1	2.1	2.1	2.1	2.1	2.1	2.1	2.1	2.1	2.1	2.1	2.1	2.1	2.1	2.1	2.1
OCT07	Average	Cars	11	11	11	11	11	11	11	11	11	11	11	10	6	6	6	6	6	6	5	5	5	5	0
OCT07	Average	Tons K	.5	.5	.5	.5	.5	.5	.5	.5	.5	.5	.5	.4	.3	.3	.3	.3	.3	.3	.3	.3	.3	.3	0.0
OCT07	Average	Feet K	.6	.6	.6	.6	.6	.6	.6	.6	.6	.6	.6	.6	.4	.4	.4	.3	.3	.3	.3	.3	.3	.3	0.0

Created: 16:32:18 9/6/2007 Scenario:M:\FALL_BIOP_2007\

Train Design
Integrated Operating Plan
Train: 592 Version:7
TR Falls - Glenwood Wfrt

Operates : __ Mo __ We __ __ __ Scheduled
Effective (MM/DD/YYYY): 9/10/2007
Expires (MM/DD/YYYY): 3/30/2008

	Total	Stn	Sub	StPaul
Transit (HHH:MM):	006:40	000:10	006:30	006:40
Av.Speed (MPH):	28.0		28.0	28.1
Distance (Miles):	187.0			187.1
Crew Starts :	1			1
Work Locations :	16			16

Train Objectives

Objective: Operates ex Thieft River Falls to Glenwood, handling Glenwood manifest, as well as short haul traffic.

Anchor Blocks: Manifest.

Power Design

Power: 2 GP38's F-R. Power cycles from and to Train 591.

Condensed Schedule for Train 592 Version 7

ARRIVE Clock HHMM	TZ	D	Elapse HHHM	DOW SMTWTFS	Station/Location	SA	Stn Time HHMM	DEPART Clock HHMM	TZ	D	Elapse HHHM	DOW SMTWTFS	F	W	C	I	L	D	MAX Length	Projected Typical Length	Tons	Run - Next HHMM	Miles
					THIEF RIVER FALL	SP	0000	1100	CT	0	00000	NYNYNNN	F	W	C		L		7300	500*	371*	0025	8.6
1125	CT	0	00025	NYNYNNN	HAZEL	SP	0000	1125	CT	0	00025	NYNYNNN		W					7300	500	371	0025	7.9
1150	CT	0	00050	NYNYNNN	PLUMMER	SP	0000	1150	CT	0	00050	NYNYNNN		W					7300	500	371	0010	7.0
1200	CT	0	00100	NYNYNNN	BROOKS	SP	0000	1200	CT	0	00100	NYNYNNN		W					7300	500	371	0025	10.0
1225	CT	0	00125	NYNYNNN	ERSKINE	SP	0000	1225	CT	0	00125	NYNYNNN		W					7300	500	371	0015	9.3
1240	CT	0	00140	NYNYNNN	WINGER	SP	0000	1240	CT	0	00140	NYNYNNN		W					7300	500	371	0010	6.7
1250	CT	0	00150	NYNYNNN	BEJOU	SP	0000	1250	CT	0	00150	NYNYNNN							7300	500	371	0015	8.6
1305	CT	0	00205	NYNYNNN	MAHNOMEN	SP	0000	1305	CT	0	00205	NYNYNNN		W					7300	500	371	0025	9.3
1330	CT	0	00230	NYNYNNN	WAUBUN	SP	0000	1330	CT	0	00230	NYNYNNN		W					7300	500	371	0010	5.6
1340	CT	0	00240	NYNYNNN	OGEMA	SP	0000	1340	CT	0	00240	NYNYNNN		W					7300	500	371	0020	8.6
1400	CT	0	00300	NYNYNNN	CALLAWAY	SP	0000	1400	CT	0	00300	NYNYNNN		W					7300	500	371	0030	12.0
1430	CT	0	00330	NYNYNNN	DETROIT LAKES	SP	0010	1440	CT	0	00340	NYNYNNN		W					7300	500	371	0015	13.4
1455	CT	0	00355	NYNYNNN	VERGAS	SP	0000	1455	CT	0	00355	NYNYNNN							7300	500	371	0020	8.5
1515	CT	0	00415	NYNYNNN	DENT	SP	0000	1515	CT	0	00415	NYNYNNN							7300	500	371	0015	5.8
1530	CT	0	00430	NYNYNNN	RICHVILLE	SP	0000	1530	CT	0	00430	NYNYNNN							7300	500	371	0015	6.7
1545	CT	0	00445	NYNYNNN	OTTERTAIL	SP	0000	1545	CT	0	00445	NYNYNNN							7300	500	371	0025	9.2
1610	CT	0	00510	NYNYNNN	HENNING	SP	0000	1610	CT	0	00510	NYNYNNN							7300	500	371	0025	13.6
1635	CT	0	00535	NYNYNNN	PARKERS PRAIRIE	SP	0000	1635	CT	0	00535	NYNYNNN		W					7300	500	371	0010	6.9
1645	CT	0	00545	NYNYNNN	MILTONA	SP	0000	1645	CT	0	00545	NYNYNNN							7300	500	371	0015	6.0
1700	CT	0	00600	NYNYNNN	CARLOS	SP	0000	1700	CT	0	00600	NYNYNNN		W					7300	500	371	0010	7.1
1710	CT	0	00610	NYNYNNN	ALEXANDRIA	SP	0000	1710	CT	0	00610	NYNYNNN		W					7300	500	371	0015	6.5
1725	CT	0	00625	NYNYNNN	FORADA	SP	0000	1725	CT	0	00625	NYNYNNN		W					7300	500	371	0015	10.1
1740	CT	0	00640	NYNYNNN	GLENWOOD	SP								W					7300	500	371		

Fuel F D Customs
Work W L Locomotive Svc
Crew C I Perishable Insp

At THIEF RIVER FALLS 04915 ,from headend of train 592

Train Arr Local Time:	DOW:				Train Dep Local Time:1100	DOW: ,M, ,W, , , ,			Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
					T R FALL HAZEL	04914SH	SHORT		
					T R FALL PLUMMER	04913SH	SHORT		
					T R FALL BROOKS	04912SH	SHORT		
					T R FALL ERSKINE	04911SH	SHORT		
					T R FALL WINGER	04910SH	SHORT		
					T R FALL MAHNOMEN	04907SH	SHORT		
					T R FALL WAUBUN	04906SH	SHORT		
					T R FALL CALLAWAY	04904SH	SHORT		
					T R FALL DETROIT LAKES	04903SH	SHORT		
					T R FALL PARKERS PRAIRIE	04895SH	SHORT		
					T R FALL CARLOS	04893SH	SHORT		
					T R FALL ALEXANDRIA	04892SH	SHORT		
					T R FALL GLENWOOD	04930MA	MANIF		

Business Rules and Design Notes for THIEF RIVER FALLS 04915:
Designed Departure: 500 Feet, 371 tons

At HAZEL 04914 ,from headend of train 592

Train Arr Local Time:1125	DOW: ,M, ,W, , , ,				Train Dep Local Time:1125	DOW: ,M, ,W, , , ,			Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
T R FALL HAZEL	04914SH	SHORT		S/Off					
					T R FALL PLUMMER	04913SH	SHORT		
					T R FALL BROOKS	04912SH	SHORT		
					T R FALL ERSKINE	04911SH	SHORT		
					T R FALL WINGER	04910SH	SHORT		
					T R FALL MAHNOMEN	04907SH	SHORT		
					T R FALL WAUBUN	04906SH	SHORT		
					T R FALL CALLAWAY	04904SH	SHORT		
					T R FALL DETROIT LAKES	04903SH	SHORT		
					T R FALL PARKERS PRAIRIE	04895SH	SHORT		
					T R FALL CARLOS	04893SH	SHORT		
					T R FALL ALEXANDRIA	04892SH	SHORT		
					HAZEL GLENWOOD	04930SH	SHORT		
					T R FALL GLENWOOD	04930MA	MANIF		

At PLUMMER 04913 ,from headend of train 592

Train Arr Local Time:1150	DOW: ,M, ,W, , , ,				Train Dep Local Time:1150	DOW: ,M, ,W, , , ,			Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
T R FALL PLUMMER	04913SH	SHORT		S/Off					
					T R FALL BROOKS	04912SH	SHORT		
					T R FALL ERSKINE	04911SH	SHORT		
					T R FALL WINGER	04910SH	SHORT		
					T R FALL MAHNOMEN	04907SH	SHORT		
					T R FALL WAUBUN	04906SH	SHORT		
					T R FALL CALLAWAY	04904SH	SHORT		
					T R FALL DETROIT LAKES	04903SH	SHORT		
					T R FALL PARKERS PRAIRIE	04895SH	SHORT		
					T R FALL CARLOS	04893SH	SHORT		
					T R FALL ALEXANDRIA	04892SH	SHORT		
					PLUMMER GLENWOOD	04930SH	SHORT		
					HAZEL GLENWOOD	04930SH	SHORT		
					T R FALL GLENWOOD	04930MA	MANIF		

At BROOKS 04912 ,from headend of train 592

Train Arr Local Time:1200	DOW: ,M, ,W, , , ,				Train Dep Local Time:1200	DOW: ,M, ,W, , , ,			Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
T R FALL BROOKS	04912SH	SHORT		S/Off					
					T R FALL ERSKINE	04911SH	SHORT		
					T R FALL WINGER	04910SH	SHORT		
					T R FALL MAHNOMEN	04907SH	SHORT		
					T R FALL WAUBUN	04906SH	SHORT		
					T R FALL CALLAWAY	04904SH	SHORT		

[illegible]	T R FALL DETROIT LAKES	04903SH SHORT	
[illegible]	T R FALL PARKERS PRAIRIE	04895SH SHORT	
[illegible]	T R FALL CARLOS	04893SH SHORT	
[illegible]	T R FALL ALEXANDRIA	04892SH SHORT	
Lift	BROOK GLENWOOD	04930SH SHORT	
[illegible]	PLUMMER GLENWOOD	04930SH SHORT	
[illegible]	HAZEL GLENWOOD	04930SH SHORT	
[illegible]	T R FALL GLENWOOD	04930MA MANIF	

At ERSKINE 04911 ,from headend of train 592

Train Arr Local Time:1225 DOW: ,M, ,W, , , ,					Train Dep Local Time:1225 DOW: ,M, ,W, , , ,				Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
T R FALL ERSKINE	04911SH	SHORT		S/Off					
				[illegible]	T R FALL WINGER	04910SH	SHORT		
				[illegible]	T R FALL MAHNOMEN	04907SH	SHORT		
				[illegible]	T R FALL WAUBUN	04906SH	SHORT		
				[illegible]	T R FALL CALLAWAY	04904SH	SHORT		
				[illegible]	T R FALL DETROIT LAKES	04903SH	SHORT		
				[illegible]	T R FALL PARKERS PRAIRIE	04895SH	SHORT		
				[illegible]	T R FALL CARLOS	04893SH	SHORT		
				[illegible]	T R FALL ALEXANDRIA	04892SH	SHORT		
				Lift	ERSKINE GLENWOOD	04930SH	SHORT		
				[illegible]	BROOK GLENWOOD	04930SH	SHORT		
				[illegible]	PLUMMER GLENWOOD	04930SH	SHORT		
				[illegible]	HAZEL GLENWOOD	04930SH	SHORT		
				[illegible]	T R FALL GLENWOOD	04930MA	MANIF		

At WINGER 04910 ,from headend of train 592

Train Arr Local Time:1240 DOW: ,M, ,W, , , ,					Train Dep Local Time:1240 DOW: ,M, ,W, , , ,				Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
T R FALL WINGER	04910SH	SHORT		S/Off					
				[illegible]	T R FALL MAHNOMEN	04907SH	SHORT		
				[illegible]	T R FALL WAUBUN	04906SH	SHORT		
				[illegible]	T R FALL CALLAWAY	04904SH	SHORT		
				[illegible]	T R FALL DETROIT LAKES	04903SH	SHORT		
				[illegible]	T R FALL PARKERS PRAIRIE	04895SH	SHORT		
				[illegible]	T R FALL CARLOS	04893SH	SHORT		
				[illegible]	T R FALL ALEXANDRIA	04892SH	SHORT		
				Lift	WINGER GLENWOOD	04930SH	SHORT		
				[illegible]	ERSKINE GLENWOOD	04930SH	SHORT		
				[illegible]	BROOK GLENWOOD	04930SH	SHORT		
				[illegible]	PLUMMER GLENWOOD	04930SH	SHORT		
				[illegible]	HAZEL GLENWOOD	04930SH	SHORT		
				[illegible]	T R FALL GLENWOOD	04930MA	MANIF		

At MAHNOMEN 04907 ,from headend of train 592

Train Arr Local Time:1305 DOW: ,M, ,W, , , ,					Train Dep Local Time:1305 DOW: ,M, ,W, , , ,				Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
T R FALL MAHNOMEN	04907SH	SHORT		S/Off					
				[illegible]	T R FALL WAUBUN	04906SH	SHORT		
				[illegible]	T R FALL CALLAWAY	04904SH	SHORT		
				[illegible]	T R FALL DETROIT LAKES	04903SH	SHORT		
				[illegible]	T R FALL PARKERS PRAIRIE	04895SH	SHORT		
				[illegible]	T R FALL CARLOS	04893SH	SHORT		
				[illegible]	T R FALL ALEXANDRIA	04892SH	SHORT		
				Lift	MAHNOMEN GLENWOOD	04930SH	SHORT		
				[illegible]	WINGER GLENWOOD	04930SH	SHORT		
				[illegible]	ERSKINE GLENWOOD	04930SH	SHORT		
				[illegible]	BROOK GLENWOOD	04930SH	SHORT		
				[illegible]	PLUMMER GLENWOOD	04930SH	SHORT		
				[illegible]	HAZEL GLENWOOD	04930SH	SHORT		
				[illegible]	T R FALL GLENWOOD	04930MA	MANIF		

At WAUBUN 04906 ,from headend of train 592

Train Arr Local Time:1330 DOW: ,M, ,W, , , ,					Train Dep Local Time:1330 DOW: ,M, ,W, , , ,				Block
Inbound Block	Road	Blk	BSwp		Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event	Origin Destination	BlkName	Type	From	Notes
T R FALL WAUBUN	04906SH	SHORT		S/Off					
				[illegible]	T R FALL CALLAWAY	04904SH	SHORT		
				[illegible]	T R FALL DETROIT LAKES	04903SH	SHORT		

						T R FALL	PARKERS PRAIRIE	04895SH SHORT	
						T R FALL	CARLOS	04893SH SHORT	
						T R FALL	ALEXANDRIA	04892SH SHORT	
						WAUBUN	GLENWOOD	04930SH SHORT	
						MAHNOMEN	GLENWOOD	04930SH SHORT	
						WINGER	GLENWOOD	04930SH SHORT	
						ERSKINE	GLENWOOD	04930SH SHORT	
						BROOK	GLENWOOD	04930SH SHORT	
						PLUMMER	GLENWOOD	04930SH SHORT	
						HAZEL	GLENWOOD	04930SH SHORT	
						T R FALL	GLENWOOD	04930MA MANIF	

At OGEMA 04905 ,from headend of train 592

Train Arr Local Time:1340	DOW: ,M, ,W, , , ,			Train Dep Local Time:1340	DOW: ,M, ,W, , , ,	Block
Inbound Block	Road Blk BSwp			Outbound Block	Road Blk BSwp	DOW
Origin Destination	BlkName Type To	Event		Origin Destination	BlkName Type From	Notes
				T R FALL	CALLAWAY 04904SH SHORT	
				T R FALL	DETROIT LAKES 04903SH SHORT	
				T R FALL	PARKERS PRAIRIE 04895SH SHORT	
				T R FALL	CARLOS 04893SH SHORT	
				T R FALL	ALEXANDRIA 04892SH SHORT	
				OGEM	GLENWOOD 04930SH SHORT	
				WAUBUN	GLENWOOD 04930SH SHORT	
				MAHNOMEN	GLENWOOD 04930SH SHORT	
				WINGER	GLENWOOD 04930SH SHORT	
				ERSKINE	GLENWOOD 04930SH SHORT	
				BROOK	GLENWOOD 04930SH SHORT	
				PLUMMER	GLENWOOD 04930SH SHORT	
				HAZEL	GLENWOOD 04930SH SHORT	
				T R FALL	GLENWOOD 04930MA MANIF	

At CALLAWAY 04904 ,from headend of train 592

Train Arr Local Time:1400	DOW: ,M, ,W, , , ,			Train Dep Local Time:1400	DOW: ,M, ,W, , , ,	Block
Inbound Block	Road Blk BSwp			Outbound Block	Road Blk BSwp	DOW
Origin Destination	BlkName Type To	Event		Origin Destination	BlkName Type From	Notes
T R FALL CALLAWAY	04904SH SHORT	S/Off				
				T R FALL	DETROIT LAKES 04903SH SHORT	
				T R FALL	PARKERS PRAIRIE 04895SH SHORT	
				T R FALL	CARLOS 04893SH SHORT	
				T R FALL	ALEXANDRIA 04892SH SHORT	
				CALLAWAY	GLENWOOD 04930SH SHORT	
				OGEM	GLENWOOD 04930SH SHORT	
				WAUBUN	GLENWOOD 04930SH SHORT	
				MAHNOMEN	GLENWOOD 04930SH SHORT	
				WINGER	GLENWOOD 04930SH SHORT	
				ERSKINE	GLENWOOD 04930SH SHORT	
				BROOK	GLENWOOD 04930SH SHORT	
				PLUMMER	GLENWOOD 04930SH SHORT	
				HAZEL	GLENWOOD 04930SH SHORT	
				T R FALL	GLENWOOD 04930MA MANIF	

At DETROIT LAKES 04903 ,from headend of train 592

Train Arr Local Time:1430	DOW: ,M, ,W, , , ,			Train Dep Local Time:1440	DOW: ,M, ,W, , , ,	Block
Inbound Block	Road Blk BSwp			Outbound Block	Road Blk BSwp	DOW
Origin Destination	BlkName Type To	Event		Origin Destination	BlkName Type From	Notes
T R FALL DETROIT LAKES	04903SH SHORT	S/Off				
				T R FALL	PARKERS PRAIRIE 04895SH SHORT	
				T R FALL	CARLOS 04893SH SHORT	
				T R FALL	ALEXANDRIA 04892SH SHORT	
				DETROITL	GLENWOOD 04930SH SHORT	
				CALLAWAY	GLENWOOD 04930SH SHORT	
				OGEM	GLENWOOD 04930SH SHORT	
				WAUBUN	GLENWOOD 04930SH SHORT	
				MAHNOMEN	GLENWOOD 04930SH SHORT	
				WINGER	GLENWOOD 04930SH SHORT	
				ERSKINE	GLENWOOD 04930SH SHORT	
				BROOK	GLENWOOD 04930SH SHORT	
				PLUMMER	GLENWOOD 04930SH SHORT	
				HAZEL	GLENWOOD 04930SH SHORT	
				T R FALL	GLENWOOD 04930MA MANIF	

At PARKERS PRAIRIE 04895 ,from headend of train 592

Train Arr Local Time:1635	DOW: ,M, ,W, , , ,		Train Dep Local Time:1635	DOW: ,M, ,W, , , ,	Block
Inbound Block	Road Blk BSwp		Outbound Block	Road Blk BSwp	DOW

Origin	Destination	BlkName	Type	To	Event	Origin	Destination	BlkName	Type	From	Notes
T R FALL	PARKERS PRAIRIE	04895SH	SHORT		S/Off						
					Thru	T R FALL	CARLOS	04893SH	SHORT		
					Thru	T R FALL	ALEXANDRIA	04892SH	SHORT		
					Lift	PARKERSP	GLENWOOD	04930SH	SHORT		
					Thru	DETROITL	GLENWOOD	04930SH	SHORT		
					Thru	CALLAWAY	GLENWOOD	04930SH	SHORT		
					Thru	OGEM	GLENWOOD	04930SH	SHORT		
					Thru	WAUBUN	GLENWOOD	04930SH	SHORT		
					Thru	MAHNOMEN	GLENWOOD	04930SH	SHORT		
					Thru	WINGER	GLENWOOD	04930SH	SHORT		
					Thru	ERSKINE	GLENWOOD	04930SH	SHORT		
					Thru	BROOK	GLENWOOD	04930SH	SHORT		
					Thru	PLUMMER	GLENWOOD	04930SH	SHORT		
					Thru	HAZEL	GLENWOOD	04930SH	SHORT		
					Thru	T R FALL	GLENWOOD	04930MA	MANIF		

At CARLOS 04893 ,from headend of train 592

Train Arr Local Time:1700	DOW: ,M, ,W, , , ,					Train Dep Local Time:1700	DOW: ,M, ,W, , , ,			Block
Inbound Block	Road	Blk	BSwp			Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event		Origin Destination	BlkName	Type	From	Notes
T R FALL CARLOS	04893SH	SHORT		S/Off						
				Thru		T R FALL ALEXANDRIA	04892SH	SHORT		
				Lift		CARLOS GLENWOOD	04930SH	SHORT		
				Thru		PARKERSP GLENWOOD	04930SH	SHORT		
				Thru		DETROITL GLENWOOD	04930SH	SHORT		
				Thru		CALLAWAY GLENWOOD	04930SH	SHORT		
				Thru		OGEM GLENWOOD	04930SH	SHORT		
				Thru		WAUBUN GLENWOOD	04930SH	SHORT		
				Thru		MAHNOMEN GLENWOOD	04930SH	SHORT		
				Thru		WINGER GLENWOOD	04930SH	SHORT		
				Thru		ERSKINE GLENWOOD	04930SH	SHORT		
				Thru		BROOK GLENWOOD	04930SH	SHORT		
				Thru		PLUMMER GLENWOOD	04930SH	SHORT		
				Thru		HAZEL GLENWOOD	04930SH	SHORT		
				Thru		T R FALL GLENWOOD	04930MA	MANIF		

At ALEXANDRIA 04892 ,from headend of train 592

Train Arr Local Time:1710	DOW: ,M, ,W, , , ,					Train Dep Local Time:1710	DOW: ,M, ,W, , , ,			Block
Inbound Block	Road	Blk	BSwp			Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event		Origin Destination	BlkName	Type	From	Notes
T R FALL ALEXANDRIA	04892SH	SHORT		S/Off						
				Lift		ALEXANDR GLENWOOD	04930SH	SHORT		
				Thru		CARLOS GLENWOOD	04930SH	SHORT		
				Thru		PARKERSP GLENWOOD	04930SH	SHORT		
				Thru		DETROITL GLENWOOD	04930SH	SHORT		
				Thru		CALLAWAY GLENWOOD	04930SH	SHORT		
				Thru		OGEM GLENWOOD	04930SH	SHORT		
				Thru		WAUBUN GLENWOOD	04930SH	SHORT		
				Thru		MAHNOMEN GLENWOOD	04930SH	SHORT		
				Thru		WINGER GLENWOOD	04930SH	SHORT		
				Thru		ERSKINE GLENWOOD	04930SH	SHORT		
				Thru		BROOK GLENWOOD	04930SH	SHORT		
				Thru		PLUMMER GLENWOOD	04930SH	SHORT		
				Thru		HAZEL GLENWOOD	04930SH	SHORT		
				Thru		T R FALL GLENWOOD	04930MA	MANIF		

At FORADA 04891 ,from headend of train 592

Train Arr Local Time:1725	DOW: ,M, ,W, , , ,					Train Dep Local Time:1725	DOW: ,M, ,W, , , ,			Block
Inbound Block	Road	Blk	BSwp			Outbound Block	Road	Blk	BSwp	DOW
Origin Destination	BlkName	Type	To	Event		Origin Destination	BlkName	Type	From	Notes
				Lift		FORADA GLENWOOD	04930SH	SHORT		
				Thru		ALEXANDR GLENWOOD	04930SH	SHORT		
				Thru		CARLOS GLENWOOD	04930SH	SHORT		
				Thru		PARKERSP GLENWOOD	04930SH	SHORT		
				Thru		DETROITL GLENWOOD	04930SH	SHORT		
				Thru		CALLAWAY GLENWOOD	04930SH	SHORT		
				Thru		OGEM GLENWOOD	04930SH	SHORT		
				Thru		WAUBUN GLENWOOD	04930SH	SHORT		
				Thru		MAHNOMEN GLENWOOD	04930SH	SHORT		
				Thru		WINGER GLENWOOD	04930SH	SHORT		
				Thru		ERSKINE GLENWOOD	04930SH	SHORT		
				Thru		BROOK GLENWOOD	04930SH	SHORT		
				Thru		PLUMMER GLENWOOD	04930SH	SHORT		

[redacted]	HAZEL	GLENWOOD	04930SH	SHORT	
	T R FALL	GLENWOOD	04930MA	MANIF	

At GLENWOOD 04930 ,from headend of train 592

Train Arr Local Time:1740		DOW: ,M, ,W, , , ,				Train Dep Local Time:		DOW:			Block
Inbound Block		Road	Blk	BSwp		Outbound Block		Road	Blk	BSwp	DOW
Origin	Destination	BlkName	Type	To	Event	Origin	Destination	BlkName	Type	From	Notes
FORADA	GLENWOOD	04930SH	SHORT		S/Off						
ALEXANDR	GLENWOOD	04930SH	SHORT		S/Off						
CARLOS	GLENWOOD	04930SH	SHORT		S/Off						
PARKERSP	GLENWOOD	04930SH	SHORT		S/Off						
DETROITL	GLENWOOD	04930SH	SHORT		S/Off						
CALLAWAY	GLENWOOD	04930SH	SHORT		S/Off						
OGEM	GLENWOOD	04930SH	SHORT		S/Off						
WAUBUN	GLENWOOD	04930SH	SHORT		S/Off						
MAHNOMEN	GLENWOOD	04930SH	SHORT		S/Off						
WINGER	GLENWOOD	04930SH	SHORT		S/Off						
ERSKINE	GLENWOOD	04930SH	SHORT		S/Off						
BROOK	GLENWOOD	04930SH	SHORT		S/Off						
PLUMMER	GLENWOOD	04930SH	SHORT		S/Off						
HAZEL	GLENWOOD	04930SH	SHORT		S/Off						
T R FALL	GLENWOOD	04930MA	MANIF		S/Off						

Condensed Block to Train Activity

Train:592
Ver :7

*PUx = Pickup Blockswap
*SOx = Setoff Blockswap

Ord	Blk Orig	Blk Dest	Blk Name	THARLEY	HAZLEWOOD	PLUMMER	BROOKSH	ERSKINE	WINGER	MAHNOMEN	WAUBUN	OGEMAW	CALLAWAY	DETROITL	PARKERSP	CARLOS	ALEXANDR	FORADA	MRail OCT07 Traf. File Est Feet
1	T R FALL	HAZEL	04914SH	SO															96
2	T R FALL	PLUMMER	04913SH	>>>	SO														38
3	T R FALL	BROOK	04912SH	>>>	>>>	SO													
4	T R FALL	ERSKINE	04911SH	>>>	>>>	>>>	SO												
5	T R FALL	WINGER	04910SH	>>>	>>>	>>>	>>>	SO											
6	T R FALL	MAHNOMEN	04907SH	>>>	>>>	>>>	>>>	>>>	SO										7
7	T R FALL	WAUBUN	04906SH	>>>	>>>	>>>	>>>	>>>	>>>	SO									
8	T R FALL	CALLAWAY	04904SH	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO							
9	T R FALL	DETROITL	04903SH	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO						20
10	T R FALL	PARKERSP	04895SH	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO					
11	T R FALL	CARLOS	04893SH	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO				
12	T R FALL	ALEXANDR	04892SH	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO			
13	FORADA	GLENWOOD	04930SH															SO	
14	ALEXANDR	GLENWOOD	04930SH														>>>	SO	
15	CARLOS	GLENWOOD	04930SH													>>>	>>>	SO	
16	PARKERSP	GLENWOOD	04930SH												>>>	>>>	>>>	SO	
17	DETROITL	GLENWOOD	04930SH											>>>	>>>	>>>	>>>	SO	9
18	CALLAWAY	GLENWOOD	04930SH										>>>	>>>	>>>	>>>	>>>	SO	
19	OGEM	GLENWOOD	04930SH									>>>	>>>	>>>	>>>	>>>	>>>	SO	
20	WAUBUN	GLENWOOD	04930SH								>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO	
21	MAHNOMEN	GLENWOOD	04930SH							>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO	278
22	WINGER	GLENWOOD	04930SH						>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO	
23	ERSKINE	GLENWOOD	04930SH					>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO	94
24	BROOK	GLENWOOD	04930SH				>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO	14
25	PLUMMER	GLENWOOD	04930SH			>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO	
26	HAZEL	GLENWOOD	04930SH		>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO	493
27	T R FALL	GLENWOOD	04930MA	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	>>>	SO	

			THARLEY	HAZLEWOOD	PLUMMER	BROOKSH	ERSKINE	WINGER	MAHNOMEN	WAUBUN	OGEMAW	CALLAWAY	DETROITL	PARKERSP	CARLOS	ALEXANDR	FORADA
		Blks PU	13	1	1	1	1	1	1	1	1	1	1	1	1	1	0
		Blks SO	0	1	1	1	1	1	1	1	0	1	1	1	1	1	0	15
		Blks Thr	0	12	12	12	12	12	12	12	13	13	13	13	13	13	14	0
		Blks Dep	13	13	13	13	13	13	13	13	14	14	14	14	14	14	15	0
FSOP	Max *	Feet K	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3
Design		Tons K	.4	.4	.4	.4	.4	.4	.4	.4	.4	.4	.4	.4	.4	.4	.4	.4
Design		Feet K	.5	.5	.5	.5	.5	.5	.5	.5	.5	.5	.5	.5	.5	.5	.5	.5
OCT07	Average	Cars	3	10	9	9	11	11	16	16	16	16	15	15	15	15	15	0
OCT07	Average	Tons K	.1	1.1	1.1	1.1	1.2	1.2	1.8	1.8	1.8	1.8	1.8	1.8	1.8	1.8	1.8	0.0
OCT07	Average	Feet K	.2	.6	.5	.5	.6	.6	.9	.9	.9	.9	.9	.9	.9	.9	.9	0.0


Created: 16:32:20 9/6/2007 Scenario:M:\FALL_BIOP_2007\

Train Design
Integrated Operating Plan
Train: 599 Version:7
St Paul Hoff - Glenwood

Operates : Su Mo Tu We Th Fr Sa Scheduled

Effective (MM/DD/YYYY): 9/10/2007
Expires (MM/DD/YYYY): 3/30/2008

	Total	Stn	Sub	StPaul
Transit (HHH:MM):	007:55	000:00	007:55	007:55
Av.Speed (MPH):	16.0		16.0	16.5
Distance (Miles):	130.0			130.9
Crew Starts :	1			1
Work Locations :	2			2

Train Objectives

Objective: Operates ex St Paul to Glenwood, handling Glenwood, Winnipeg and Alyth manifest.

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Anchor Blocks: Manifest.

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Power Design

Power: 2 FGN6's F-R. Power cycles from and to Train 490.

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Condensed Schedule for Train 599 Version 7

ARRIVE Clock HHMM	TZ	D	Elapse HHMM	DOW SMTWTFS	Station/Location	Stn Time SA	DEPART Clock HHMM	TZ	D	Elapse HHMM	DOW SMTWTFS	F	W	C	I	L	D	MAX Length	Projected Typical Length	Tons	Run - Next HHMM	Miles
					ST PAUL	SP	0000	0535	CT	0	00000	YYYYYYY	F	W	C				7500	3400*	2698*	0755	130.9
1330	CT	0	00755	YYYYYYY	GLENWOOD	SP								W			L		7500	3400	2698		

	Fuel	F			D	Customs
	Work		W	L		Locomotive Svc
	Crew		C I			Perishable Insp

Lift and Setout Activity

At ST PAUL 04850 ,from headend of train 599

Train Arr Local Time:		DOW:				Train Dep Local Time:0535		DOW: S,M,T,W,T,F,S			Block
Inbound Block		Road	Blk	BSwp		Outbound Block		Road	Blk	BSwp	DOW
Origin	Destination	BlkName	Type	To	Event	Origin	Destination	BlkName	Type	From	Notes
					[redacted]	ST PAUL	ALYTH	08200MA	MANIF		
						ST PAUL	GLENWOOD	04930MA	MANIF		
						ST PAUL	WINNIPEG	05200MA	MANIF		

Business Rules and Design Notes for ST PAUL 04850:
Designed Departure: 3400 Feet, 2698 tons

At GLENWOOD 04930 ,from headend of train 599

Train Arr Local Time:1330		DOW: S,M,T,W,T,F,S				Train Dep Local Time:		DOW:			Block
Inbound Block		Road	Blk	BSwp		Outbound Block		Road	Blk	BSwp	DOW
Origin	Destination	BlkName	Type	To	Event	Origin	Destination	BlkName	Type	From	Notes
ST PAUL	ALYTH	08200MA	MANIF	* 1	S/Off						
ST PAUL	GLENWOOD	04930MA	MANIF		S/Off						
ST PAUL	WINNIPEG	05200MA	MANIF	291	S/Off						

Business Rules and Design Notes for GLENWOOD 04930:

Block Swap Notes:
* 1 swaps to 293 :293 :

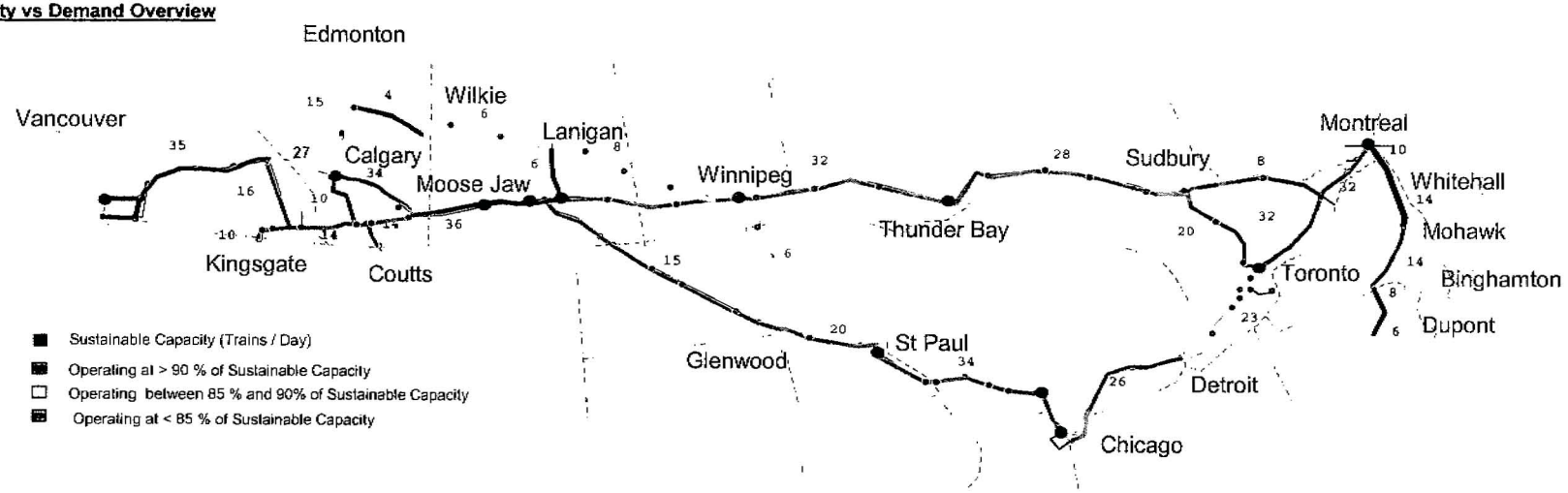
Condensed Block to Train Activity

Train:599			S	G	MRail
Ver :7			T	L	OCT07
				E	Traf.
*PUx = Pickup Blockswap			P	N	File
*SOx = Setoff Blockswap			A	W	
			U	O	
			L	O	Est
Ord	Blk Orig	Blk Dest	Blk Name	D	Feet
1	ST PAUL	ALYTH	08200MA	SOx	2095
2	ST PAUL	GLENWOOD	04930MA	SO	491
3	ST PAUL	WINNIPEG	05200MA	SOx	883

Blks PU	3	0	
Blks SO	0	3	
Blks Thr	0	0	
Blks Dep	3	0	
FSOP	Max *	Feet K	7.5 7.5
Design		Tons K	2.7 2.7
Design		Feet K	3.4 3.4
OCT07	Average	Cars	54 0
OCT07	Average	Tons K	3.4 0.0
OCT07	Average	Feet K	3.5 0.0

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Q3 Capacity vs Demand Overview



APPENDIX D:
CPR Local Service and Yards Summary

G03	BENSENVILLE WEST, IL, - SPAULDING, IL	ICE I/C	3 DOW	
G04	SPAULDING, IL, - BENSENVILLE, IL	ICE I/C	3 DOW	
G31	CALUMET, IL, - BENSENVILLE, IL	NS CREW	DAILY	
G32	SCHILLER PARK, IL, - BENSENVILLE, IL, - SCHILLER PARK	IMS SERVICE	DAILY	
G33/G34	SCHILLER PARK, IL, - BENSENVILLE, IL, - SCHILLER PARK	IMS SERVICE	DAILY	
G35	BENSENVILLE WEST, IL - ELGIN, IL, - BENSENVILLE WEST, IL	SERVICES 17 CUSTOMERS, AS WELL AS EJ&E I/C	5 DOW	
G37	BENSENVILLE, IL - NORPAUL, IL, - BENSENVILLE, IL	IHB TRANSFER	DAILY	
G41	BENSENVILLE IMS, IL, - LANDERS, IL, - BENSENVILLE IMS, IL	NS & CSX I/C	DAILY	
G42/G45	BENSENVILLE, IL, - CLEARING, IL, - BENSENVILLE, IL	BRC TRANSFER	DAILY	
G44	BENSENVILLE, IL, - HAWTHORNE, IL, - BENSENVILLE, IL	CN I/C	DAILY	
G46	BENSENVILLE WEST, IL, - BENSENVILLE, IL, - BENSENVILLE WEST, IL	WEST YARD	DAILY	
G47	BENSENVILLE WEST, IL, - GALEWOOD, IL - BENSENVILLE WEST, IL	SERVICES 18 CUSTOMERS	6 DOW	
G48	BENSENVILLE WEST, IL	SERVICES 5 CUSTOMERS	5 DOW	
G50	BENSENVILLE WEST, IL, - B17 - BENSENVILLE WEST, IL - BENSENVILLE, IL	SERVICES 3 CUSTOMERS	3 DOW	
G51	BENSENVILLE, IL, - SPAULDING, IL, - BENSENVILLE, IL	BRINGS OUT 874, AND BRINGS BACK 875 COAL	AS REQUIRED	
G53	BENSENVILLE, IL, - CLEARING, IL	BRC TRANSFER	DAILY	
G54	BARR YARD, IL - BENSENVILLE, IL	CSX I/C	DAILY	
G55	GIBSON YARD, IL, - BENSENVILLE, IL	IHB I/C	DAILY	
G56	ELKHART, IN, - BENSENVILLE, IL	NS I/C	DAILY	
G57	PROVISO, IL - BENSENVILLE, IL	IHB I/C	DAILY	
G58	YARD CENTER, IL - BENSENVILLE, IL	UP I/C	DAILY	
26 CREWS	BENSENVILLE, IL	YARD JOBS	DAILY	
	BENSENVILLE, IL			21 632 CARS

H61	HANKINSON, ND - ENDERLIN, ND - HANKINSON, ND	SERVICES 4 CUSTOMERS	5 DOW	
H62	HANKINSON, ND - FAIRMOUNT, ND - HANKINSON, ND	SERVICES 7 CUSTOMERS	5 DOW	
H63	ENDERLIN, ND - HANKINSON, ND - ENDERLIN, ND	SERVICES 1 CUSTOMER	AS REQUIRED	
H64	HANKINSON, ND - ROSHOLT, SD, - HANKINSON, ND	SERVICES 3 CUSTOMERS	AS REQUIRED	
H65	ENDERLIN, ND - ROGERS, ND - ENDERLIN, ND	ROGERS TURN	AS REQUIRED	
H66	CARRINGTON, ND - VALLEY CITY, ND - CARRINGTON, ND	SERVICES 15 CUSTOMERS	6 DOW	
H67	CARRINGTON, ND - HARVEY, ND - CARRINGTON, ND	SERVICES 7 CUSTOMERS	AS REQUIRED	
H93	ENDERLIN, ND - HARVEY, ND	SERVICES 15 CUSTOMERS	2 DOW	
H94	HARVEY, ND - ENDERLIN, ND	SERVICES 15 CUSTOMERS	2 DOW	
H95	GLENWOOD, MN - ENDERLIN, ND	SERVICES 15 CUSTOMERS	3 DOW	
H96	ENDERLIN, ND - GLENWOOD, MN	SERVICES 15 CUSTOMERS	3 DOW	
HZ11	ENDERLIN, ND	SERVICES 2 CUSTOMERS	6 DOW	
HZ12	ENDERLIN, ND	SERVICES 2 CUSTOMERS	1 DOW	
HZ21	ENDERLIN, ND	SERVICES 2 CUSTOMERS	6 DOW	

HW11	GLENWOOD, MN	SERVICES 6 CUSTOMERS	DAILY	
2 CREWS	GLENWOOD, MN	YARD JOBS	DAILY	
	GLENWOOD, MN			7418 CARS

H05	MAX, ND - DRAKE, ND	SERVICES 1 CUSTOMER	1 DOW	
H11	MAX, ND - DRAKE, ND - MAX, ND	SERVICES 2 CUSTOMERS	5 DOW	
H51	MAX, ND - NEWTOWN, MO - MAX, ND	SERVICES 6 CUSTOMERS	5 DOW	
H72	HARVEY, ND - MINOT, ND - HARVEY, ND	SERVICES 3 CUSTOMERS	AS REQUIRED	
H73	HARVEY, ND - VOLTAIRE, ND - HARVEY, ND	SERVICES 1 CUSTOMER	AS REQUIRED	
H75	HARVEY, ND - MINOT, ND - HARVEY, ND	SERVICES 7 CUSTOMERS	6 DOW	
H76/H77	KENMARE, ND - MINOT, ND - PORTAL, ND, - KENMARE, ND	SERVICES 5 CUSTOMERS	5 DOW	
H78	MINOT, ND - HARVEY, ND - MINOT, ND	SERVICES 5 CUSTOMERS	6 DOW	
H79	PORTAL, ND - MINOT, ND - PORTAL, ND	MINOT TURN	AS REQUIRED	
H81	HARVEY, ND - DRAKE, ND - HARVEY, ND	DRAKE TURN	AS REQUIRED	
HP22	PORTAL, ND - BURLINGTON, ND - PORTAL, ND	SERVICES 2 CUSTOMERS	5 DOW	
HP32	PORTAL, ND - BURLINGTON, ND - PORTAL, ND	SERVICES 2 CUSTOMERS	5 DOW	
HV12	MINOT, ND	SERVICES 7 CUSTOMERS, AND BN I/C	DAILY	
HV15	HARVEY, ND	SERVICES 3 CUSTOMERS	5 DOW	
HV21	HARVEY, ND	SERVICES 3 CUSTOMERS	DAILY	
HV31	HARVEY, ND	SERVICES 3 CUSTOMERS	DAILY	
HV41	HARVEY, ND - MINOT, ND	SERVICES 7 CUSTOMERS	5 DOW	

G61	STURTEVANT, WI	SERVICES 11 CUSTOMERS	5 DOW	
G62	MILWAUKEE, WI - JONES ISLAND, WI - MILWAUKEE, WI	SERVICES 11 CUSTOMERS	5 DOW	
G66	MILWAUKEE, WI - ROUNDOUT, IL - MILWAUKEE, WI	SERVICES 7 CUSTOMERS, AND EJ&E I/C	6 DOW	
GM12	MILWAUKEE, WI	SERVICES 14 CUSTOMERS	5 DOW	
GM13	MILWAUKEE, WI	BRIDGE	AS REQUIRED	

GM14	MENO BELT, WI	4 CUSTOMERS, AND UP I/C MITCHELL YARD	5 DOW	
GM15	MILWAUKEE, WI	YARD JOB	DAILY	
GM21	MILWAUKEE, WI	SERVICES 1 CUSTOMER	5 DOW	
GM22	MENOMINEE VALLEY DISTRICT, WI	SERVICES 4 CUSTOMERS	5 DOW	
GM25	MILWAUKEE, WI	SERVICES 2 CUSTOMERS	DAILY	
GM26	MILWAUKEE, WI	BRIDGE	3 DOW	
GM32	MILWAUKEE, WI	BRIDGE	4 DOW	
GM34	MILWAUKEE, WI	YARD JOB	5 DOW	
GM41	MILWAUKEE, WI	EXTRA INDUSTRY AS REQUIRED	DAILY	
GM42	MILWAUKEE, WI	EXTRA YARD JOB, SERVICES 1 CUSTOMER	1 DOW	
	MILWAUKEE, WI			8668 CARS

G63	PORTAGE, WI - MADISON, WI - PORTAGE, WI	SERVICES 9 CUSTOMERS, AND WSOR I/C	5 DOW	
G64	PORTAGE, WI - OCONOMOWOC, WI - PORTAGE, WI	SERVICES 22 CUSTOMERS, AND WSOR I/C	5 DOW	
G65	PORTAGE, WI - RIVER JCT, MN - PORTAGE, WI	SERVICES 1 CUSTOMER	AS REQUIRED	
GN11	PORTAGE, WI - COLUMBIA, WI - PORTAGE, WI	SERVICES 6 CUSTOMERS	5 DOW	
GN21	PORTAGE, WI - COLUMBIA, WI - PORTAGE, WI	SERVICES 9 CUSTOMERS	5 DOW	

H54	THIEF RIVER FALLS, MN - GULLY, MN - THIEF RIVER FALLS, MN	SERVICES 4 CUSTOMERS, AND MNN I/C	5 DOW	
HR11	THIEF RIVER FALLS, MN	SERVICES 5 CUSTOMERS	6 DOW	
HR12	DULUTH, MN	SWITCHER	1 DOW	

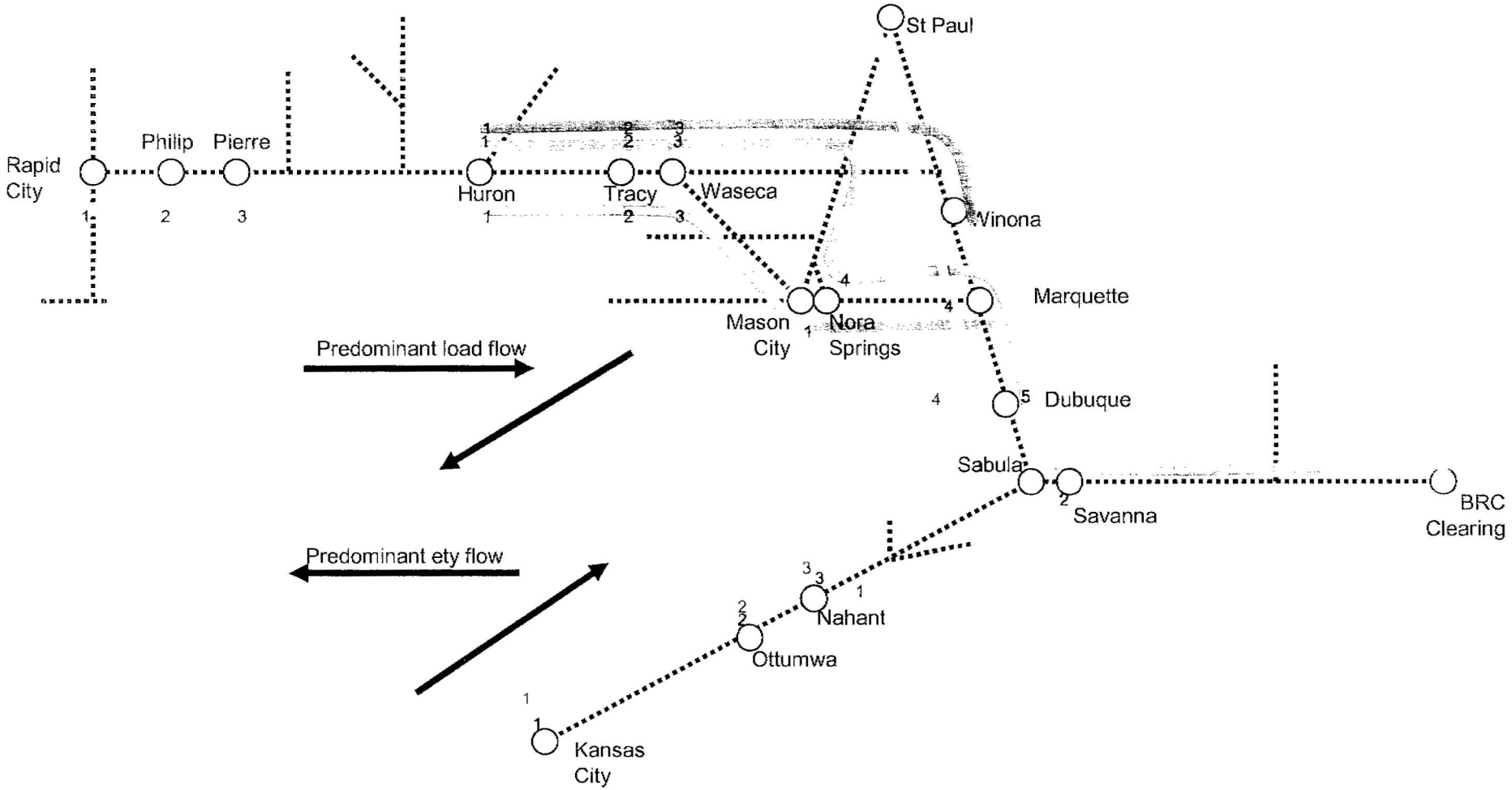
G70	RED WING, MN	SERVICES 3 CUSTOMERS	6 DOW	
G71	LA CROSSE, WI	SWITCHER	6 DOW	
G72	LA CROSSE, WI	SERVICES 11 CUSTOMERS, AND BN/IC&E I/C	6 DOW	
G74	RED WING, MN	SERVICES 3 CUSTOMERS	6 DOW	
G75	HASTINGS, MN	SERVICES 1 CUSTOMER	DAILY	
G76	HASTINGS, MN	SERVICES 7 CUSTOMERS	DAILY	
G77	WINONA, MN	SERVICES 10 CUSTOMERS, AND DM&E/UP/BNSF I/C	5 DOW	
G79	COTTAGE GROVE, MN - ST PAUL, MN - COTTAGE GROVE, MN	SERVICES 1 CUSTOMER	6 DOW	
G80	WINONA, MN - MINNESOTA CITY, MN - LA CROSS, WI - WINONA, MN	SWITCHER	5 DOW	
H24	ST PAUL, MN - HASTINGS, MN - ST PAUL, MN	HASTINGS TURN	AS REQUIRED	
H27	ST PAUL, MN - WABASHA, MN - ST PAUL, MN	WABASHA TURN	AS REQUIRED	
H28	ST PAUL, MN - RIVER JCT, MN - ST PAUL, MN	RIVER JCT TURN	AS REQUIRED	

H13	ST PAUL, MN - NEWPORT, MN - ST PAUL, MN	SERVICES 11 CUSTOMERS	6 DOW	
H16	ST PAUL, MN - SHAKOPEE, MN - ST PAUL, MN	SERVICES 1 CUSTOMER	6 DOW	
H18/H19	ST PAUL, MN - FORDSON, MN - ST PAUL, MN	IC&E I/C	DAILY	
H21	ST PAUL, MN - DRESSER, WI	SERVICES 1 CUSTOMER	AS REQUIRED	
H22	HUMBOLDT, MN - DRESSER, WI	SERVICES 1 CUSTOMER	AS REQUIRED	
H23	DRESSER, WI - ST PAUL, MN	SERVICES 1 CUSTOMER	AS REQUIRED	
H25	DRESSER, WI - HUMBOLDT, MN	SERVICES 1 CUSTOMER	AS REQUIRED	
H26	ST PAUL, MN - ROSEPORT, MN - ST PAUL, MN	ROSEPORT TURN	AS REQUIRED	
H32/H33	ST PAUL, MN	IC&E I/C	5 DOW	
H34	ST PAUL, MN - HOFFMAN AVE, MN - ST PAUL, MN	UP I/C	DAILY	
H35	ST PAUL, MN - MINNESOTA TRANSFER, MN - ST PAUL, MN	ST PAUL TRANSFER	5 DOW	
H36	ST PAUL, MN - NEW BRIGHTON, MN - ST PAUL, MN	SERVICES 7 CUSTOMERS	5 DOW	
H37	ST PAUL, MN - NORTHFIELD, MN - ST PAUL, MN	TRANSFER	6 DOW	
H41	EDEN VALLEY, MN - GLENWOOD, MN - HUMBOLDT, MN - EDEN VALLEY, MN	SERVICES 17 CUSTOMERS	5 DOW	
H42/H43	HUMBOLDT, MN - ST PAUL, MN - HUMBOLDT, MN	TRANSFER	6 DOW	
HD11	NORMA JCT, ND - KENMARE, ND - NORMA JCT, ND	TRANSFER	DAILY	
HD12	FORDVILLE, ND - THIEF RIVER FALLS, MN - FORDVILLE, ND	TRANSFER	DAILY	
HD13	NOONAN, ND - FLAXTON, ND - NOONAN, ND	TRANSFER	DAILY	
HD14	GARRISON, ND - MAX, ND - GARRISON, ND	TRANSFER	DAILY	
HD15	GENESEO, ND - HANKINSON, ND - GENESEO, ND	TRANSFER	DAILY	
HH11	HUMBOLDT, MN - NEW HOPE, MN - HUMBOLDT, MN	SERVICES 8 CUSTOMERS	DAILY	
HH12	HUMBOLDT, MN - SHOREHAM, MN - NEW HOPE, MN - HUMBOLDT, MN	SERVICES 15 CUSTOMERS	5 DOW	
HH13	HUMBOLDT, MN - NESBITT, MN - HUMBOLDT	SERVICES 9 CUSTOMERS	5 DOW	
HH21	HUMBOLDT, MN - SHOREHAM, MN - HUMBOLDT, MN	SERVICES 4 CUSTOMERS	DAILY	
HH31	HUMBOLDT, MN - SHOREHAM, MN - HUMBOLDT, MN	SERVICES 4 CUSTOMERS	6 DOW	
HI21	HUMBOLDT, MN - MPLS 3RD AVE, MN - HUMBOLDT, MN	SERVICES 6 CUSTOMERS	5 DOW	
HN11	KENMARE, ND - NORMA JCT, ND KENMARE, ND	TRANSFER	DAILY	
HN12	THIEF RIVER FALLS, MN - FORDVILLE, ND - THIEF RIVER FALLS, MN	TRANSFER	DAILY	
HN13	FLAXTON, ND - NOONAN, ND - FLAXTON, ND	TRANSFER	DAILY	
HN14	MAX, ND - GARRISON, ND - MAX, ND	TRANSFER	DAILY	
HN15	HANKINSON, ND - GENESEO, ND - HANKINSON, ND	TRANSFER	DAILY	
19 CREWS	ST PAUL, MN	YARD JOBS	DAILY	

	ST PAUL, MN			27 688 CARS

HS11	DULUTH RICES POINT, MN - SUPERIOR, WI - DULUTH RICES POINT, MN	SERVICES 9 CUSTOMERS, AND BN/CN I/C	5 DOW	
HS12	SUPERIOR, WI - DULUTH RICES POINT, MN - SUPERIOR, WI	SERVICES 3 CUSTOMERS, AND UP/CN/BN I/C	DAILY	
HS20	DULUTH RICES POINT, MN - SUPERIOR, WI - DULUTH RICES POINT, MN	SERVICES 12 CUSTOMERS, AND BN/CN I/C	5 DOW	
HS21	SUPERIOR, WI - DULUTH RICES POINT, MN - SUPERIOR, WI	SERVICES 9 CUSTOMERS	5 DOW	

APPENDIX E:
Graphical Summary of DME Main Line Trains


St Paul
Rapid City
Philip
Pierre
Huron
Tracy
Waseca
Vinona
Marquette
Mason City
Nora Springs
Dubuque
Sabula
Savanna
BRC Clearing
Predominant load flow
Predominant ety flow
Nahant
Ottumwa
Kansas City
MHUCC daily
MCCHU daily
MSPKC daily
MKCSP daily
MMCMQ daily
MMQMC daily
FMCKC as req
FKCMC as req
MHUWI –M-W--S
MWIHU –M-W-F-
MNACC daily
MCCNA daily
MRCHU daily
MHURC daily
MHUMC S-T—F-
MMCHU S-T-T--

APPENDIX F:
DME Blocking Plans and Schedule

DM&E
Dakota, Minnesota & Eastern Railroad Corporation

Cedar American Rail Holdings, Inc.

IC&E
Iowa, Chicago & Eastern Railroad Corporation

SCHEDULE ID	MHUCC	DAYS OF OPERATION	M T W T F S S
ORIGIN	HURON	DESTINATION	CHICAGO BRC

STATION	DAY	ARRV	DEPT	BLOCKS FROM H/E	CONNECTIONS TO	CONNECTIONS FROM	INSTRUCTIONS
HURON	1		1200	1 - BRC 2 - AUSTIN 3 - MARQUETTE 4 - AURORA		MRCHU	
AURORA	1	1700	1800		LBR	LBR	S/O BLOCK 4, P/U IN BLOCK
TRACY	1	2100	2200				CREW CHANGE
NEW ULM	2	0200	0300			LNU	P/U IN BLOCK
WASECA	2	0800	1000	1 - BRC 2 - AUSTIN 3 - MARQUETTE		LNU2 LRO	P/U IN BLOCK CREW CHANGE
AUSTIN	2	1300	1430	1 - BRC	LAS LMQ	LWS	S/O BLOCK 2 & 3, P/U BLOCK 1
NORA JCT	2	1700	2000	1 - BRC		IANR	CREW CHANGE ADD LOCOMOTIVE, P/U
CALMAR	2	2300	2359	1 - BRC		MMCMQ	P/U
MARQUETTE	3	0200	0230				BYE
DUBUQUE	3	0500	0600				CREW CHANGE
SAVANNA	3	0830	0900				BYE
RANDALL RD	3		1300				BYE
CHICAGO BRC	3	1600			BRC		

DESCRIPTION	HANDLES EXPEDITED MANIFEST TRAFFIC FROM DM&E AND MASON CITY ORIGINS TO CHICAGO BRC. MAY ALSO HANDLE A WASECA BLOCK IF TRAIN SIZE ALLOWS.
ROUTE MILES	697.1
ROAD RUN TIME	45 HOURS
TERMINAL TIME	7 HOURS
TOTAL SCHEDULE TIME	52 HOURS
HP/TON REQUIREMENT	0.8
RESTRICTIONS	NONE

DM&E
Dakota, Minnesota & Eastern Railroad Corporation

Cedar American Rail Holdings, Inc.

IC&E
Iowa, Chicago & Eastern Railroad Corporation

SCHEDULE ID	MCCHU	DAYS OF OPERATION	M T W T F S S
ORIGIN	CHICAGO BRC	DESTINATION	HURON

STATION	DAY	ARRV	DEPT	BLOCKS FROM H/E	CONNECTIONS TO	CONNECTIONS FROM	INSTRUCTIONS
CHICAGO BRC	1		0700	1 - MASON CITY		CNIC NS CSXT	
RANDALL RD	1		1030				BYE
SAVANNA	1	1430	1500	1 - MASON CITY		MCCNA	P/U
DUBUQUE	1	1730	1930				CREW CHANGE
MARQUETTE	1	2230	2300				BYE
MASON CITY	2	0500	1600	1 - WASECA 2 - AURORA 3 - GRAIN EMPTIES 4 - HURON 5 - RAPID CITY	LMC LMC2	MMQMC	SWITCH TRAIN CHANGE POWER CREW CHANGE
WASECA	2 3	2200	0100	1 - AURORA 2 - GRAIN EMPTIES 3 - HURON 4 - RAPID CITY	LRO		S/O BLOCK 1, P/U CREW CHANGE
MANKATO	3	0300	0400			UP	P/U
TRACY	3	0900	1000				CREW CHANGE
AURORA	3	1200	1300		LBR2	LBR	S/O BLOCK 1, P/U IN BLOCK
HURON	3	1800			MHURC		

DESCRIPTION	HANDLES EXPEDITED MANIFEST TRAFFIC FROM CHICAGO BRC TO HURON. PERFORM SHORT WORK ENROUTE AS ASSIGNED.

ROUTE MILES	697.1
ROAD RUN TIME	42 HOURS
TERMINAL TIME	17 HOURS
TOTAL SCHEDULE TIME	59 HOURS
HP/TON REQUIREMENT	1.0
RESTRICTIONS	NONE

DM&E
Dakota, Minnesota & Eastern Railroad Corporation

Cedar American Rail Holdings, Inc.

IC&E
Iowa, Chicago & Eastern Railroad Corporation

SCHEDULE ID	MKCSP	DAYS OF OPERATION	M T W T F S S
ORIGIN	KANSAS CITY	DESTINATION	ST PAUL

STATION	DAY	ARRV	DEPT	BLOCKS FROM H/E	CONNECTIONS TO	CONNECTIONS FROM	INSTRUCTIONS
KANSAS CITY	1		1400	1 - KC SUB SHORTS		KCS	
				2 - MARQUETTE		BNSF	
				3 - MUSCATINE		UP	
				4 - BRC			
				5 - DAVIS JCT/BVILLE			
				6 - DUBQ/RIV JCT			
				7 - IPSCO/NAHANT			
				8 - DAVENPORT			
				9 - ST PAUL			
LIBERTY	1	1500	1600	3 - MUSCATINE		UP	P/U UP I/C BEHIND BLOCK 2
EXCELSIOR SPGS	1	1700	1800	9 - ST PAUL			S/O, P/U IN BLOCK
OTTUMWA	2	0100	0200	3 - MUSCATINE		BNSF	CREW CHANGE, S/O, P/U
MUSCATINE	2	0600	0700	2 - MARQUETTE			S/O BLOCK 3 INCL UP I/C
				4 - BRC			P/U IN BLOCK
NAHANT	2	0800	1800	1 - DUBUQUE	MNACC	LNA4	S/O BLOCKS 4, 5, 7, 8
				2 - RIVER JCT	LNA5	IAIS	P/U IN BLOCK
				3 - MARQUETTE	LNA		CREW CHANGE
				4 - ST PAUL			POWER CHANGE
SABULA JCT	2		2100				BYE
DUBUQUE	2	2330			LDQ	CNIC	S/O BLOCK 1, P/U IN BLOCK
	3		0100		CNIC		
MARQUETTE	3	0400	0500	4 - ST PAUL	MMQMC	MMCMQ	S/O BLOCK 3, P/U
							CREW CHANGE
RIVER JCT	3	0800	0830		CPR		S/O BLOCK 2
ST PAUL	3	1300			CPR		

DESCRIPTION: HANDLES EXPEDITED MANIFEST TRAFFIC BETWEEN KANSAS CITY AND ST PAUL.
LKC LOCAL HANDLE TRAIN KC JOINT AGENCY TO LAWSON. DOES SHORT WORK EXCELSIOR SPGS ON M, W, F. WORKS LIBERTY/MOSEBY JCT ON T, T, S.
KC SUB ROAD CREW LIMITED TO TWO STOPS BETWEEN POLO-OTTUMWA.

ROUTE MILES	638.2
ROAD RUN TIME	35 HOURS
TERMINAL TIME	12 HOURS
TOTAL SCHEDULE TIME	47 HOURS
HP/TON REQUIREMENT	0.8
RESTRICTIONS	NONE

DM&E
Dakota, Minnesota & Eastern Railroad Corporation

Cedar American Rail Holdings, Inc.

IC&E
Iowa, Chicago & Eastern Railroad Corporation

SCHEDULE ID	MSPKC	DAYS OF OPERATION	M T W T F S S
ORIGIN	ST PAUL	DESTINATION	KANSAS CITY

STATION	DAY	ARRV	DEPT	BLOCKS FROM H/E	CONNECTIONS TO	CONNECTIONS FROM	INSTRUCTIONS
ST PAUL	1		0100	1 - ICE		CPR	
RIVER JCT	1	0530	0600			CPR	P/U
MARQUETTE	1	0900	1700	1 - DUBUQUE 2 - DAVIS JCT 3 - IPSCO 4 - MUSCATINE GRAIN 5 - EXCELSIOR SPGS 6 - KC UP 7 - KC JOINT AGENCY 8 - DAVENPORT		MMCMQ	SWITCH TRAIN CREW CHANGE
DUBUQUE	1	2000	2100	8 - DAVENPORT	CNIC	CNIC	S/O BLOCK 1, P/U ON H/E
SAMOA	1	2300	2330		MNACC		S/O BLOCK 2
NAHANT	2	0200	0700	1 - KC SUB SHORTS 2 - MUSCATINE 3 - EXCELSIOR SPGS 4 - KC UP 5 - KC JOINT AGENCY	IAIS	IAIS	S/O BLOCKS 5, 10 P/U IN BLOCK CREW CHANGE POWER CHANGE
MUSCATINE	2	0800	0900	4 - KC UP 5 - KC JOINT AGENCY			S/O BLOCK 2, P/U IN BLOCK
OTTUMWA	2	1300	1500	5 - KC JOINT AGENCY			S/O BLOCK 1, P/U IN BLOCK CREW CHANGE
EX SPRINGS	2	2200	2230				S/O BLOCK 3
LIBERTY	2	2330	2359		UP		S/O BLOCK 4
KANSAS CITY	3	0100			KCS BNSF		

DESCRIPTION	HANDLES EXPEDITED MANIFEST TRAFFIC FROM ST PAUL TO KANSAS CITY. TUESDAY AND THURSDAY HANDLES VOLTZ NS AUTOS.
ROUTE MILES	638.2
ROAD RUN TIME	33 HOURS
TERMINAL TIME	15 HOURS
TOTAL SCHEDULE TIME	48 HOURS
HP/TON REQUIREMENT	0.8
RESTRICTIONS	NONE

DM&E
Dakota, Minnesota & Eastern Railroad Corporation

Cedar American Rail Holdings, Inc.

IC&E
Iowa, Chicago & Eastern Railroad Corporation

SCHEDULE ID	MMCMQ	DAYS OF OPERATION	M T W T F S S
ORIGIN	MASON CITY	DESTINATION	MARQUETTE

STATION	DAY	ARRV	DEPT	BLOCKS FROM H/E	CONNECTIONS TO	CONNECTIONS FROM	INSTRUCTIONS
MASON CITY	1		0700	1 - MASON CITY SUB 2 - DAVIS JCT 3 - KANSAS CITY 4 - NAHANT 5 - ST PAUL 6 - DUBUQUE		LMC2 LMC	
MARQUETTE	1	1400			MKCSP MSPKC		

DESCRIPTION: TUESDAY, THURSDAY, SATURDAY HANDLES CONNECTION TRAFFIC FROM LMC2.
WEDNESDAY, FRIDAY, SUNDAY HANDLES CONNECTION TRAFFIC FROM LMC.
SERVICES CUSTOMERS ON MASON CITY SUB.

ROUTE MILES	116.7
ROAD RUN TIME	7 HOURS
TERMINAL TIME	0 HOURS
TOTAL SCHEDULE TIME	7 HOURS
HP/TON REQUIREMENT	1.25
RESTRICTIONS	NONE

DM&E
Dakota, Minnesota & Eastern Railroad Corporation

Cedar American Rail Holdings, Inc.

IC&E
Iowa, Chicago & Eastern Railroad Corporation

SCHEDULE ID	MMQMC	DAYS OF OPERATION	M T W T F S S
ORIGIN	MARQUETTE	DESTINATION	MASON CITY

STATION	DAY	ARRV	DEPT	BLOCKS FROM H/E	CONNECTIONS TO	CONNECTIONS FROM	INSTRUCTIONS
MARQUETTE	1		0900	1 - MASON CITY SUB 2 - GRAIN EMPTIES 3 - MASON CITY		MSPKC MKCSP	P/U IN BLOCK
MASON CITY	1	1600					

DESCRIPTION	HANDLES MANIFEST TRAFFIC FROM MARQUETTE TO MASON CITY. PERFORMS SHORT WORK ENROUTE AS ASSIGNED.

ROUTE MILES	116.7
ROAD RUN TIME	7 HOURS
TERMINAL TIME	0 HOURS
TOTAL SCHEDULE TIME	7 HOURS
HP/TON REQUIREMENT	1.0
RESTRICTIONS	NONE

DM&E
Dakota, Minnesota & Eastern Railroad Corporation

Cedar American Rail Holdings, Inc.

IC&E
Iowa, Chicago & Eastern Railroad Corporation

SCHEDULE ID	FKCMC	DAYS OF OPERATION	AS REQUIRED
ORIGIN	KANSAS CITY	DESTINATION	MASON CITY

STATION	DAY	ARRV	DEPT	BLOCKS FROM H/E	CONNECTIONS TO	CONNECTIONS FROM	INSTRUCTIONS
KANSAS CITY	1		0100	1 - GRAIN EMPTIES		KCS	
OTTUMWA	1	1000	1500				CREW CHANGE
STAGE AT OTTUMWA FOR MAXIMUM OPERATING WINDOW TO MASON CITY							
NAHANT	1	2100	2200				CREW CHANGE
SABULA JCT	2	0100	0130				BYE
DUBUQUE	2	0430	0530				CREW CHANGE
MARQUETTE	2	0830	0900				BYE
MASON CITY	2	1600			LMC2 LMC		

DESCRIPTION	HANDLES EMPTY GRAIN EQUIPMENT FROM KCS KANSAS CITY TO CORN LINES DESTINATIONS FOR LOADING.

ROUTE MILES	572.3
ROAD RUN TIME	32 HOURS
TERMINAL TIME	7 HOURS
TOTAL SCHEDULE TIME	39 HOURS
HP/TON REQUIREMENT	1.0
RESTRICTIONS	NONE

DM&E
Dakota, Minnesota & Eastern Railroad Corporation

Cedar American Rail Holdings, Inc.

IC&E
Iowa, Chicago & Eastern Railroad Corporation

SCHEDULE ID	FMCKC	DAYS OF OPERATION	AS REQUIRED
ORIGIN	MASON CITY	DESTINATION	KANSAS CITY

STATION	DAY	ARRV	DEPT	BLOCKS FROM H/E	CONNECTIONS TO	CONNECTIONS FROM	INSTRUCTIONS
MASON CITY	1		0600	1 - KCS GRAIN		LMC LMC2	
MARQUETTE	1	1100	1130				BYE
DUBUQUE	1	1400	1500				CREW CHANGE
SABULA JCT	1	1730	1800				BYE
NAHANT	1	2100	2300				ADD LOCOMOTIVE CREW CHANGE
OTTUMWA	2	0500	0600				CREW CHANGE
KANSAS CITY	2	1600			KCS		

DESCRIPTION HANDLES LOADED KCS GRAIN FROM CORN LINE ORIGINS TO KANSAS CITY.
MAY HANDLE A BLOCK OF MUSCATINE GRAIN OR LUCERNE GRAIN.

ROUTE MILES	572.3
ROAD RUN TIME	31 HOURS
TERMINAL TIME	3 HOURS
TOTAL SCHEDULE TIME	34 HOURS
HP/TON REQUIREMENT	1.25
RESTRICTIONS	NONE

DM&E
Dakota, Minnesota & Eastern Railroad Corporation

Cedar American Rail Holdings, Inc.

IC&E
Iowa, Chicago & Eastern Railroad Corporation

SCHEDULE ID		MNACC		DAYS OF OPERATION		M T W T F S S	
ORIGIN		NAHANT		DESTINATION		CHICAGO BRC	
					CONNECTIONS		
STATION	DAY	ARRV	DEPT	BLOCKS FROM H/E	TO	FROM	INSTRUCTIONS
NAHANT	1		1400	1 - DAVIS JCT 2 - CHICAGO BRC		MKCSP LNA3	
SAMOA	1	1700	1800				P/U IN BLOCK
SAVANNA	1	1830	1900				CREW CHANGE
DAVIS JCT	1	2130	2230	2 - CHICAGO BRC	LDS LBL	LDS LBL	S/O BLOCK 1, P/U
RANDALL RD	2		0100				BYE
CHICAGO BRC	2	0400			CNIC CSXT NS BRC		

DESCRIPTION	HANDLES MANIFEST TRAFFIC DESTINED DAVIS JCT AND CHICAGO BRC. CREW ON DUTY NAHANT AT 1200 TO COMPLETE TRAIN MAKEUP AND BRAKE TEST.

ROUTE MILES	198.7
ROAD RUN TIME	12 HOURS
TERMINAL TIME	2 HOURS
TOTAL SCHEDULE TIME	14 HOURS
HP/TON REQUIREMENT	1.0
RESTRICTIONS	NONE

DM&E
Dakota, Minnesota & Eastern Railroad Corporation

Cedar American Rail Holdings, Inc.

IC&E
Iowa, Chicago & Eastern Railroad Corporation

SCHEDULE ID	MCCNA	DAYS OF OPERATION	M T W T F S S
ORIGIN	CHICAGO BRC	DESTINATION	NAHANT

STATION	DAY	ARRV	DEPT	BLOCKS FROM H/E	CONNECTIONS TO	CONNECTIONS FROM	INSTRUCTIONS
CHICAGO BRC	1		2100	1 - SOUTH			CNIC NS CSXT
RANDALL RD	2		0030				
DAVIS JCT	2	0230	0400	1 - SOUTH (NAHANT)	LDS	LDS	DIG OUT ANY DAVIS JCT CARS P/U
SAVANNA	2	0700	1300	1 - PLEASANT VALLEY 2 - IPSCO 3 - NAHANT			CREW CHANGE SWITCH TRAIN
P VALLEY	2	1530	1600				S/O BLOCK 1
NAHANT	2	1700			MKCSP LNA		

DESCRIPTION HANDLES MANIFEST TRAFFIC FROM CHICAGO BRC TO NAHANT.

ROUTE MILES	198.7
ROAD RUN TIME	14 HOURS
TERMINAL TIME	6 HOURS
TOTAL SCHEDULE TIME	20 HOURS
HP/TON REQUIREMENT	1.0
RESTRICTIONS	NONE

DM&E
Dakota, Minnesota & Eastern Railroad Corporation

Cedar American Rail Holdings, Inc.

IC&E
Iowa, Chicago & Eastern Railroad Corporation

SCHEDULE ID	MHURC	DAYS OF OPERATION	M T W T F S S
ORIGIN	HURON	DESTINATION	RAPID CITY

STATION	DAY	ARRV	DEPT	BLOCKS FROM H/E	CONNECTIONS TO	CONNECTIONS FROM	INSTRUCTIONS
HURON	1		0700	1 - WOLSEY 2 - PIERRE/PRC SUB 3 - GRAIN EMPTIES 4 - CHADRON 5 - RAPID CITY		MWIHU MCCHU BNSF	
WOLSEY	1	0800	0900	6 - CEMENT MTYS	BNSF	BNSF	S/O BLOCK 1, P/U IN BLOCK
PIERRE	1	1300	1400				CREW CHANGE
PHILIP	1	2200					CREW CHANGE
	2		0100				
RAPID CITY	2	1100			LBF2 MRCCR		

DESCRIPTION HANDLES MANIFEST TRAFFIC FROM HURON TO BLACK HILLS SUB.
WILL ALSO PERFORM SHORT WORK ENROUTE AS ASSIGNED.
TIME CHANGE CENTRAL TIME TO MOUNTAIN TIME AT FT PIERRE.

ROUTE MILES	288.5
ROAD RUN TIME	24 HOURS
TERMINAL TIME	3 HOURS
TOTAL SCHEDULE TIME	27 HOURS
HP/TON REQUIREMENT	0.8
RESTRICTIONS	100 CARS MAX PRC SUB

DM&E
Dakota, Minnesota & Eastern Railroad Corporation

Cedar American Rail Holdings, Inc.

IC&E
Iowa, Chicago & Eastern Railroad Corporation

SCHEDULE ID	MRCHU	DAYS OF OPERATION	S M T W T F S
ORIGIN	RAPID CITY	DESTINATION	HURON

					CONNECTIONS		
STATION	DAY	ARRV	DEPT	BLOCKS FROM H/E	TO	FROM	INSTRUCTIONS
RAPID CITY	1		0001	1 - PRC & PIERRE SUB 2 - WOLSEY 3 - AURORA 4 - MQT/AUSTIN 5 - BRC 6 - WASECA 7 - MINN CITY 8 - WINONA		MCRRC LBF2	
PHILIP	1	0900	1100				CREW CHANGE
PIERRE	1	2000	2300				CREW CHANGE
WOLSEY	2	0300	0400			BNSF	S/O BLOCK 2, P/U BNSF I/C
HURON	2	0500			MHUCC MHUWI MHUMC		

DESCRIPTION	HANDLES MANIFEST TRAFFIC ORIGINATING ON BLACK HILLS SUB. MAY PERFORM SHORT WORK ENROUTE AS ASSIGNED. 3 UNITS FROM RAPID CITY TO WALL; S/O UNIT AT WALL FOR MHURC TIME CHANGE MOUNTAIN TIME TO CENTRAL TIME AT FT PIERRE.
ROUTE MILES	288.5
ROAD RUN TIME	24 HOURS
TERMINAL TIME	5 HOURS
TOTAL SCHEDULE TIME	29 HOURS
HP/TON REQUIREMENT	0.8
RESTRICTIONS	MAXIMUM 70 LOADS RAPID CITY TO FT PIERRE

DM&E
Dakota, Minnesota & Eastern Railroad Corporation

Cedar American Rail Holdings, Inc.

IC&E
Iowa, Chicago & Eastern Railroad Corporation

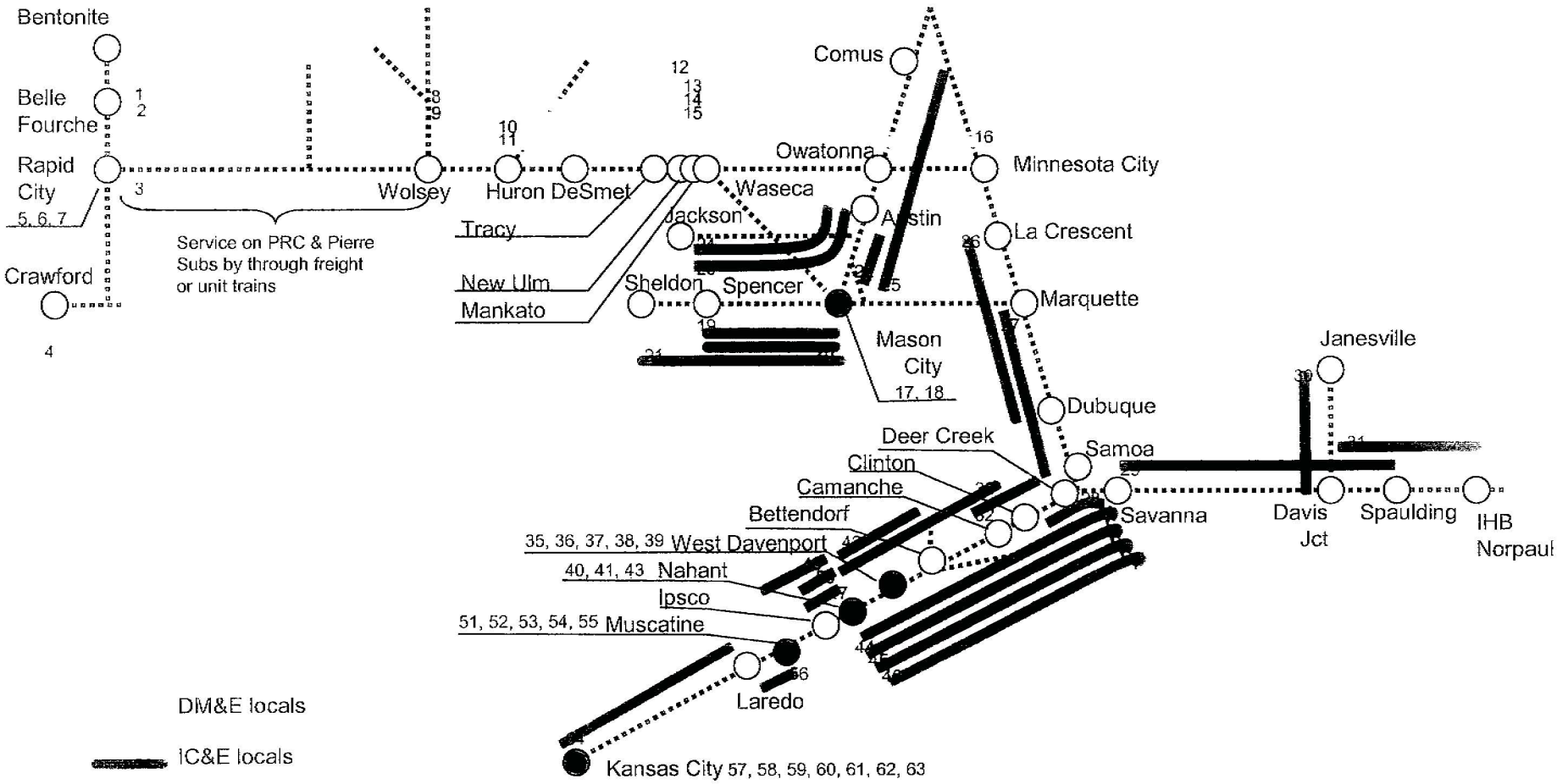
SCHEDULE ID	MHUWI	DAYS OF OPERATION	Sa M W
ORIGIN	HURON	DESTINATION	WINONA

STATION	DAY	ARRV	DEPT	BLOCKS FROM H/E	CONNECTIONS TO	CONNECTIONS FROM	INSTRUCTIONS
HURON	1		1900	1 - MANKATO 2 - WASECA 3 - MINN CITY 4 - WINONA 5 - AURORA		BNSF MRCHU	
AURORA	2	0001	0100	1 - MANKATO	LBR	LBR	S/O BLOCK 6, P/U IN BLOCK
TRACY	2	0400	0500				CREW CHANGE
MANKATO	2	1100	1300	2 - WASECA	UP	UP	S/O BLOCK 1, P/U
WASECA	2	1500	1900	1 - WASECA SUB SHORTS 2 - MINN CITY 3 - WINONA	LWA		S/O BLOCK 2, 3 P/U IN BLOCK CREW CHANGE
DODGE CENTER	2	2100	2200	1 - MINN CITY 2 - WINONA	LRO	 LRO	S/O SHORTS FOR ROCHESTER P/U IN BLOCK
MINN CITY	3	0200	0300		CPR		S/O BLOCK 1
WINONA	3	0400			UP		

DESCRIPTION	HANDLES EXPEDITED MANIFEST TRAFFIC ORIGINATING ON BLACK HILLS SUB. MAY PERFORM SHORT WORK ENROUTE AS ASSIGNED. S/O MANKATO BLOCK AT EITHER NEW ULM OR MANKATO.

ROUTE MILES	362.8
ROAD RUN TIME	29 HOURS
TERMINAL TIME	4 HOURS
TOTAL SCHEDULE TIME	33 HOURS
HP/TON REQUIREMENT	0.8
RESTRICTIONS	NONE

APPENDIX G:
Graphical Summary of DME Local Train Schedules


Bentonite
Belle Fourche
Rapid City
5, 6, 7
Crawford
4
Service on PRC & Pierre Subs by through freight or unit trains
Wolsey
Huron DeSmet
Tracy
New Ulm
Mankato
Waseca
Jackson
Sheldon
Spencer
Comus
Owatonna
Austin
Minnesota City
La Crescent
Marquette
Mason City
17, 18
Dubuque
Janesville
Deer Creek
Clinton
Camanche
Bettendorf
35, 36, 37, 38, 39 West Davenport
40, 41, 43 Nahant
Ipsco
51, 52, 53, 54, 55 Muscatine
Laredo
Samoa
Savanna
Davis Jct
Spaulding
IHB
Norpaul
DM&E locals
IC&E locals
Kansas City 57, 58, 59, 60, 61, 62, 63

	NAME	OPERATES	ON DUTY	OPERATING LIMITS	COMMENTS
1	LBF	S M T W T F	2300	BELLE FOURCHE-BENTONITE	BELLE -COLONY TURN
2	LBF2	M T W T F S	1100	BELLE FOURCHE-RAPID CITY	BELLE-RAPID CITY TURN
3	MRCCR	S T T	2100	RAPID CITY-CRAWFORD	CRAWFORD LOCAL DOWN
4	MCRRC	M W F	1700	CRAWFORD-RAPID CITY	CRAWFORD LOCAL BACK
5	YRC	M T W T F S	0800	RAPID CITY	RAPID CITY YARD 01
6	YRC2	M T W T F S	1600	RAPID CITY	RAPID CITY YARD 02
7	YRC3	T W T F S	0001	RAPID CITY	RAPID CITY YARD 03
8	YHU	S M T W T	0700	WOLSEY-DE SMET	HURON YARD 01
9	YHU2	M T W F S	1900/0700	WOLSEY-DE SMET	HURON YARD 02
10	LBR	M T W T F S	0530	HURON-TRACY	DAY BROOKINGS LOCAL
11	LBR2	S M T W T F	0800/1730	HURON-TRACY	NIGHT BROOKINGS LOCAL
12	LNU	M T W T F S	0630	NEW ULM-TRACY	NEW ULM LOCAL
13	YWA	T W T F S	0600	MANKATO-OWATONNA	WASECA YARD 01
14	YWA2	S M T W T	0600/1800	MANKATO-OWATONNA	WASECA YARD 02 (RELIEF)
15	YWA3	F S S M	1800	MANKATO-OWATONNA	WASECA YARD 03
16	LRO	M T W T F S	0600	MINN CITY-WASECA	ROCHESTER LOCAL

	NAME	OPERATES	ON DUTY	OPERATING LIMITS	COMMENTS
17	YMC	T W T F S	0730	MASON CITY	DAY YARD
18	YMC2	S M T W T	1430	MASON CITY	AFTERNOON YARD
19	LMC2	S T T	2359	MASON CITY - SPENCER	WEST TRIP
20	LMC2	M W F	1800	SPENCER - MASON CITY	EAST TRIP
21	LSN	M T W T F	0900	SHELDON - MASON CITY	SPENCER LOCAL
22	LMC	S M T W T F	2000	MASON CITY - AUSTIN	AUSTIN TURN
23	LWS	M T W T F S	0800	JACKSON - AUSTIN	WELLS AM LOCAL
24	LWS2	M T W T F S	2000	JACKSON - AUSTIN	WELLS PM LOCAL
25	LAS	M T W T F	0630	COMUS - MASON CITY	AUSTIN LOCAL
26	LMQ	S M T W T F	1000	LA CRESCENT - DUBUQUE	MARQUETTE LOCAL
27	LDQ	S M T W T F	1500	MARQUETTE - SAMOA	DUBUQUE LOCAL
28	LSA	F S S M T W	0800	SAVANNA - CLINTON	SAVANNA LOCAL
29	LDS	S M T W T F	0630	SAVANNA - SPAULDING	DAVIS JCT LOCAL
30	LBL	M T W T F S	0530	JANESVILLE - DAVIS JCT	ROCKFORD LOCAL
31	LDS2	M T W T F S	1700	DAVIS JCT - IHB NORPAUL	CPR M W F, IHB T T S
32	LCL	S M T W T	0700	CAMANCHE - DEER CREEK	DAY CLINTON LOCAL
33	LCL2	T W T F S	2000	CLINTON - NAHANT	NIGHT CLINTON LOCAL
34	LCL3	T F S S M	VARIED	SAVANNA - NAHANT	LSA T, LCL F S, LCL2 S M
35	YWV	M T W T F	0700	WEST DAVENPORT	DAY SWITCH JOB
36	YWV2	M T W T F	0900	WEST DAVENPORT	INDUSTRY ASSIGNMENT
37	YWV3	S S M T W	1500	WEST DAVENPORT	AFTERNOON SWITCH JOB
38	YWV4	F S S M T	2300	WEST DAVENPORT	NIGHT SWITCH JOB
39	YWV5	W T F S S	VARIED	WEST DAVENPORT	YWV4 W, YWV3 T F, YWV S S
40	YNA	T W T F S	0700	NAHANT	DAY SWITCH JOB
41	YNA2	T F S S M	1900	NAHANT	NIGHT SWITCH JOB
42	YNA3	M T W T F	1800	NAHANT - BETTENDORF	BETTENDORF JOB
43	YNA4	S M T W T	VARIED	NAHANT	YNA S M, YNA2 T W, YWV4 T
44	L909	S S M T W	VARIED	NAHANT - SAVANNA	LNA3 S, LNA S, L918 M T, LNA4 W
45	L918/1	T W T F S S	0900/1200	NAHANT - SAVANNA	MNACC/MCCNA
46	L918/2	W T F S S M	1200/0900	NAHANT - SAVANNA	MNACC/MCCNA
47	LNA	M T W T F S	0700	NAHANT - IPSCO	DAY IPSCO JOB
48	LNA2	M T W T F S	0630	NAHANT - CORDOVA	CORDOVA JOB
49	LNA3	S M T W T F	1700	NAHANT - MUSCATINE	STONE JOB
50	LNA4	T F S S M T	1700	NAHANT - IPSCO	NIGHT IPSCO JOB
51	YMU	T W T F S	0700	MUSCATINE	DAY SWITCH JOB
52	YMU2	M T W T F	0730	MUSCATINE	DAY SWITCH JOB
53	YMU3	M T W T F	1500	MUSCATINE	AFTERNOON SWITCH JOB
54	YMU4	S S M T W	1530	MUSCATINE	AFTERNOON SWITCH JOB
55	YMU5	T F S S M	VARIED	MUSCATINE	YMU4 T F, YMU2 S S, YMU M
56	LOT	AS REQUIRE	VARIED	MUSCATINE - LAREDO	OTTUMWA LOCAL
57	Y009	T W T F S	0630	KANSAS CITY JOINT AGENCY	YARD SWITCH ASSIGNMENT
58	Y010	S M T W T	0759	KANSAS CITY JOINT AGENCY	BNSF TRANSFER
59	Y029	T W T F S	1500	KANSAS CITY JOINT AGENCY	YARD SWITCH ASSIGNMENT
60	Y038	S M T W T	1430	KANSAS CITY JOINT AGENCY	YARD SWITCH ASSIGNMENT
61	Y043	W T F S S	2230	KANSAS CITY JOINT AGENCY	EAST YARD SWITCH ASSIGNMENT
62	Y070	F S S M M	VARIED	KANSAS CITY JOINT AGENCY	Y010 F S, Y009 S M, Y043 M
63	Y071	F S S M T	VARIED	KANSAS CITY JOINT AGENCY	Y038 F S, Y029 S M, Y043 T
64	L910	M T W T F S	0700	KANSAS CITY - LAREDO	KANSAS CITY LOCAL

APPENDIX H:
DME Yards and Local Service Summary

LBR	BELLE FOURCHE, SD - BENTONITE, WY	BELLE-COLONY TURN	6 DOW
LBF2	BELLE FOURCHE, SD - RAPID CITY, SD	BELLE-RAPID CITY TURN	6 DOW
MRCCR	RAPID CITY, SD - CRAWFORD, NE	CRAWFORD LOCAL DOWN	3 DOW
MCRRC	CRAWFORD, NE - RAPID CITY, SD	CRAWFORD LOCAL BACK	3 DOW
YRC	RAPID CITY, SD	YARD JOB	6 DOW
YRC2	RAPID CITY, SD	YARD JOB	6 DOW
YRC3	RAPID CITY, SD	YARD JOB	5 DOW
YHU	WOLSEY, SD - DE SMET, SD	YARD JOB	5 DOW
YHU2	WOLSEY, SD - DE SMET, SD	YARD JOB	5 DOW
LBR	HURON, SD - TRACY, MN	DAY BROOKINGS WAYFREIGHT	6 DOW
LBR2	HURON, SD - TRACY, MN	NIGHT BROOKINGS WAYFREIGHT	6 DOW
LNU	NEW ULM, MN - TRACY, MN	NEW ULM WAYFREIGHT	5 DOW
YWA	MANKATO, MN - OWATONNA, MN	YARD JOB	5 DOW
YWA2	MANKATO, MN - OWATONNA, MN	YARD JOB	5 DOW
YWA3	MANKATO, MN - OWATONNA, MN	YARD JOB	4 DOW
LRO	MINNESOTA CITY, MN - WASECA, MN	ROCHESTER WAYFREIGHT	5 DOW

YMC	MASON CITY, IA	YARD JOB	5 DOW
YMC2	MASON CITY, IA	NIGHT YARD	5 DOW
LMC2	MASON CITY, IA - SPENCER, IA	WEST TRIP	3 DOW
LMC2	SPENCER, IA - MASON CITY, IA	EAST TRIP	3 DOW
LSN	SHELDON, IA - MASON CITY, IA	SPENCER LOCAL	5 DOW
LMC	MASON CITY, IA - AUSTIN, MN	AUSTIN TURN	6 DOW
LWS	JACKSON, MN - AUTSTIN, MN	WELLS AM LOCAL	6 DOW
LWS2	JACKSON, MN - AUTSTIN, MN	WELLS PM LOCAL	6 DOW
LAS	COMUS, MN - AUTSTIN, MN	AUSTIN LOCAL	5 DOW
LMQ	LA CRESCENT, MN - DUBUQUE, IA	MARQUETTE LOCAL	6 DOW
LDQ	MARQUETTE, IA - SAMOA, IA	DUBUQUE LOCAL	6 DOW
LSA	SAVANNA, IL - CLINTON, IA	SAVANNA LOCAL	6 DOW
LDS	SAVANNA, IL - SPAULDING, IL	DAVIS JCT LOCAL	6 DOW
LBL	JANESVILLE, WI - DAVIST JCT, IL	ROCKFORD LOCAL	6 DOW
LDS2	DAVIS JCT, IL - IHB NORPAUL, IL	IHB I/C	6 DOW
LCL	CAMANCHE, IA - DEER CREEK, IA	DAY CLINTON LOCAL	5 DOW
LCL2	CLINTON, IA - NAHANT, IA	NIGHT CLINTON LOCAL	5 DOW
LCL3	SAVANNA, IL - NAHANT, IA	SWITCHER	5 DOW
YWV	WEST DAVENPORT, IA	DAY SWITCH JOB	5 DOW
YWV2	WEST DAVENPORT, IA	INDUSTRY ASSIGNMENT	5 DOW
YWV3	WEST DAVENPORT, IA	AFTERNOON SWITCH JOB	5 DOW
YWV4	WEST DAVENPORT, IA	NIGHT SWITCH JOB	5 DOW
YWV5	WEST DAVENPORT, IA	SWITCHER	5 DOW
YNA	NAHANT, IA	DAY SWITCH JOB	5 DOW
YNA2	NAHANT, IA	AFTERNOON SWITCH JOB	5 DOW
YNA3	NAHANT, IA - BENTENDORF, IA	BENTENDORF JOB	5 DOW
YNA4	NAHANT, IA	SWITCHER	5 DOW
L909	NAHANT, IA - SAVANNA, IL	SWITCHER	5 DOW
L918/1	NAHANT, IA - SAVANNA, IL	MNACC/MCCNA	6 DOW
L918/2	NAHANT, IA - SAVANNA, IL	MNACC/MCCNA	6 DOW
LNA	NAHANT, IA	DAY IPSCO JOB	6 DOW

LNA2	NAHANT, IA - CORDOVA, IL	CORDOVA JOB	6 DOW
LNA3	NAHANT, IA - MUSCATINE, IA	STONE JOB	6 DOW
LNA4	NAHANT, IA	NIGHT IPSCO JOB	6 DOW
LMU	MUSCATINE, IA	DAY SWITCH JOB	5 DOW
YMU2	MUSCATINE, IA	DAY SWITCH JOB	5 DOW
YMU3	MUSCATINE, IA	AFTERNOON SWITCH JOB	5 DOW
YMU4	MUSCATINE, IA	AFTERNOON SWITCH JOB	5 DOW
YMU5	MUSCATINE, IA	SWITCHER	5 DOW
LOT	MUSCATINE, IA - LAREDO, MO	OTTUMWA LOCAL	AS REQUIRED
Y009	KANSAS CITY, MO	YARD JOB	5 DOW
Y010	KANSAS CITY, MO	BNSF TRANSFER	5 DOW
Y029	KANSAS CITY, MO	YARD JOB	5 DOW
Y038	KANSAS CITY, MO	YARD JOB	5 DOW
Y043	KANSAS CITY, MO	YARD JOB	5 DOW
Y070	KANSAS CITY, MO	SWITCHER	5 DOW
Y071	KANSAS CITY, MO	SWITCHER	5 DOW
L910	KANSAS CITY, MO - LAREDO, MO	LOCAL ASSIGMENT	6 DOW

APPENDIX I:
CPR Yards' Car Throughout

Glenwood - Yard Car Metrics - Car Throughput

Date Month Ended	Processed Thru		Run Thru		Swapped Thru		Internal		Storage Thru		All	
	# Cars	Avg Thru	# Cars	Avg Thru	# Cars	Avg Thru	# Cars	Avg Thru	# Cars	Avg Thru	# Cars	Avg Thru
Aug-31-2006	6191	26.2	36813	3.6	1937	10	1316	27.8	264	140.8	46521	8.3
Sep-30-2006	6385	26.9	36411	3.2	1598	9.4	1362	36.1	246	79.2	46002	8.1
Oct-31-2006	6935	25.3	37894	3.2	1074	14.9	1002	52.3	168	83.5	47073	8.1
Nov-30-2006	6326	21.4	33420	3.2	1015	7.3	723	30.4	206	70.6	41690	6.8
Dec-31-2006	6697	25.3	32762	3.2	1428	11.4	1014	31.9	446	60.8	42347	8.3
Jan-31-2007	6165	21.7	33161	3.1	658	10.9	1122	22.6	242	126.6	41348	7.2
Feb-28-2007	5893	29	26694	3.4	1380	15.4	589	37.8	588	50.2	35144	9.5
Mar-31-2007	6770	30.9	36335	3.7	1637	9.1	1433	22.3	571	67.6	46746	9.2
Apr-30-2007	5776	32.5	37527	3.8	1390	11.9	926	39.3	314	119	45933	9.2
May-31-2007	6520	27.1	37385	3.9	884	12.8	776	21.6	523	69.9	46088	8.4
Jun-30-2007	6385	25.2	34149	3.9	591	11.8	1012	92.5	463	187.2	42600	11.3
Jul-31-2007	6136	23.1	33035	3.4	630	7.8	1415	17.6	407	62.1	41623	7.4
Aug-31-2007	6377	29.5	34788	4.1	488	9.5	1710	22.7	368	77.2	43731	9.2
					14710							

processed average = 6350
swapped average = 1131
monthly average = 7418

St Paul - Yard Car Metrics - Car Throughput

Date (Month Ended)	Processed Thru		Run Thru		Swapped Thru		Internal		Storage Thru		All	
	# Cars	Avg Thru	# Cars	Avg Thru	# Cars	Avg Thru	# Cars	Avg Thru	# Cars	Avg Thru	# Cars	Avg Thru
Aug-31-2006	15278	31.6	22820	0.7	12869	2.3	2923	59.4	9494	56.5	63384	19.6
Sep-30-2006	15457	32.1	19076	0.6	15209	2.6	3343	53.9	8770	54.7	61855	19.5
Oct-31-2006	15182	30.5	24914	0.6	13778	2.8	3107	57.8	8837	54.5	65818	17.9
Nov-30-2006	15263	27.3	23829	0.5	11625	2.8	3444	48.6	6325	54.6	60486	16.1
Dec-31-2006	15771	27.9	23074	0.7	12300	1.8	3052	53.2	5278	57	59475	15.8
Jan-31-2007	15986	26.8	24471	0.5	11231	1.8	2672	52.9	5260	50.6	59620	14.5
Feb-28-2007	13832	29.8	18450	0.6	9611	2.5	3356	53.6	5278	52.8	50527	17.9
Mar-31-2007	16475	33.6	26896	0.6	11249	2.3	3279	63.6	6915	57.1	64814	18.5
Apr-30-2007	14213	34.4	25713	0.7	11545	2.3	3339	64.5	7704	52.6	62514	18.5
May-31-2007	14656	31.3	26587	0.6	15187	1.8	3680	70.1	7449	54	67559	17.2
Jun-30-2007	14576	29.2	22906	0.6	11962	2.1	3257	66.4	7430	52.6	60131	17.8
Jul-31-2007	16786	27.9	22507	0.6	12063	1.7	2846	67.7	5646	53.3	59848	16.6
Aug-31-2007	16840	29.2	19981	0.7	11020	2.7	3121	62.6	5930	56.8	56892	18.8

processed average = 15 408
swapped average = 12 280
monthly average = 27 688

Milwaukee - Yard Car Metrics - Car Throughput

Date Month Ended	Processed Thru		Run Thru		Swapped Thru		Internal		Storage Thru		All	
	# Cars	Avg Thru	# Cars	Avg Thru	# Cars	Avg Thru	# Cars	Avg Thru	# Cars	Avg Thru	# Cars	Avg Thru
Aug-31-2006	5919	21.4	29450	1.1	2917	8.6	1246	41.5	2125	220.1	41657	16.9
Sep-30-2006	5491	21.1	27848	1.1	3291	8.8	1114	57.3	1872	82.4	39616	9.9
Oct-31-2006	6164	23.2	29297	1.2	3537	10	1502	204.9	1788	78.7	42288	15.6
Nov-30-2006	6395	24.3	29658	1.2	2681	8.5	1390	50.6	1694	66.9	41818	9.5
Dec-31-2006	5549	29.9	28728	1.2	2493	9.2	1225	56.1	1256	111.4	39251	11
Jan-31-2007	5802	23.1	28825	1.2	3235	9	1586	43.9	1413	71.3	40861	9
Feb-28-2007	4731	28	23434	1.5	2276	7.8	1407	58.8	1232	76.6	33080	10.9
Mar-31-2007	6177	27.1	32570	1.3	3274	9.2	1895	179.4	1905	73.9	45821	15.8
Apr-30-2007	5068	29.4	34630	1.3	3133	11.9	1454	151	1882	82.6	46167	13.1
May-31-2007	5469	25	34470	1.2	3346	9.7	1664	124.1	1857	68.1	46806	11.6
Jun-30-2007	5706	23.5	30386	1.1	3238	8.6	1329	32.8	2123	62.9	42782	8.7
Jul-31-2007	6009	21	27892	1	2483	5.8	1184	57	1733	52.9	39301	8.4
Aug-31-2007	6027	26.3	27369	1.1	2278	14.3	1233	52.9	1700	97.6	38607	11.7

processed average = 5731
swapped average = 2937
monthly average = 8668

Bensenville - Yard Car Metrics - Car Throughput

Date Month Ended	Processed Thru		Run Thru		Swapped Thru		Internal		Storage Thru		All	
	# Cars	Avg Thru	# Cars	Avg Thru	# Cars	Avg Thru	# Cars	Avg Thru	# Cars	Avg Thru	# Cars	Avg Thru
Aug-31-2006	15036	26.1	11133	0.7	5130	6.5	1783	27.2	4429	96	37511	24.2
Sep-30-2006	14667	26.4	9788	0.6	5136	5.6	2439	22.4	4054	93.3	36084	23.7
Oct-31-2006	15171	27.2	11308	0.7	5770	4.9	1773	36.2	4680	68.2	38702	21.5
Nov-30-2006	15259	27.4	9195	0.8	6450	5.5	2034	30.9	3824	58.3	36762	20.3
Dec-31-2006	14253	35.1	9159	0.9	6820	6.3	1886	60.6	3826	67.2	35944	25.7
Jan-31-2007	15542	29.1	9431	0.8	6713	6.7	2353	54.4	2893	55.1	36932	21.4
Feb-28-2007	12522	40	7978	1.9	5615	9.6	2080	94.4	2545	66	30740	30.4
Mar-31-2007	16458	42.3	10167	1.5	8214	5.8	3695	58.8	4068	68.9	42602	29.5
Apr-30-2007	16623	40.5	9504	1.2	8260	7.6	2922	89.3	4125	60.1	41434	30.3
May-31-2007	18104	34.7	11309	1	7448	7.6	3178	66.9	3635	63.6	43674	26.1
Jun-30-2007	15349	27.8	10924	0.8	6257	6.4	2346	65.2	3048	46	37924	20.3
Jul-31-2007	13976	26	10362	0.7	5967	13.9	1970	66.8	2799	43.6	35074	20.2
Aug-31-2007	13837	31.6	10064	0.6	6653	10.4	2836	58.3	3690	46.2	37080	22.9

processed average = 15 138
swapped average = 6494
monthly average = 21 632

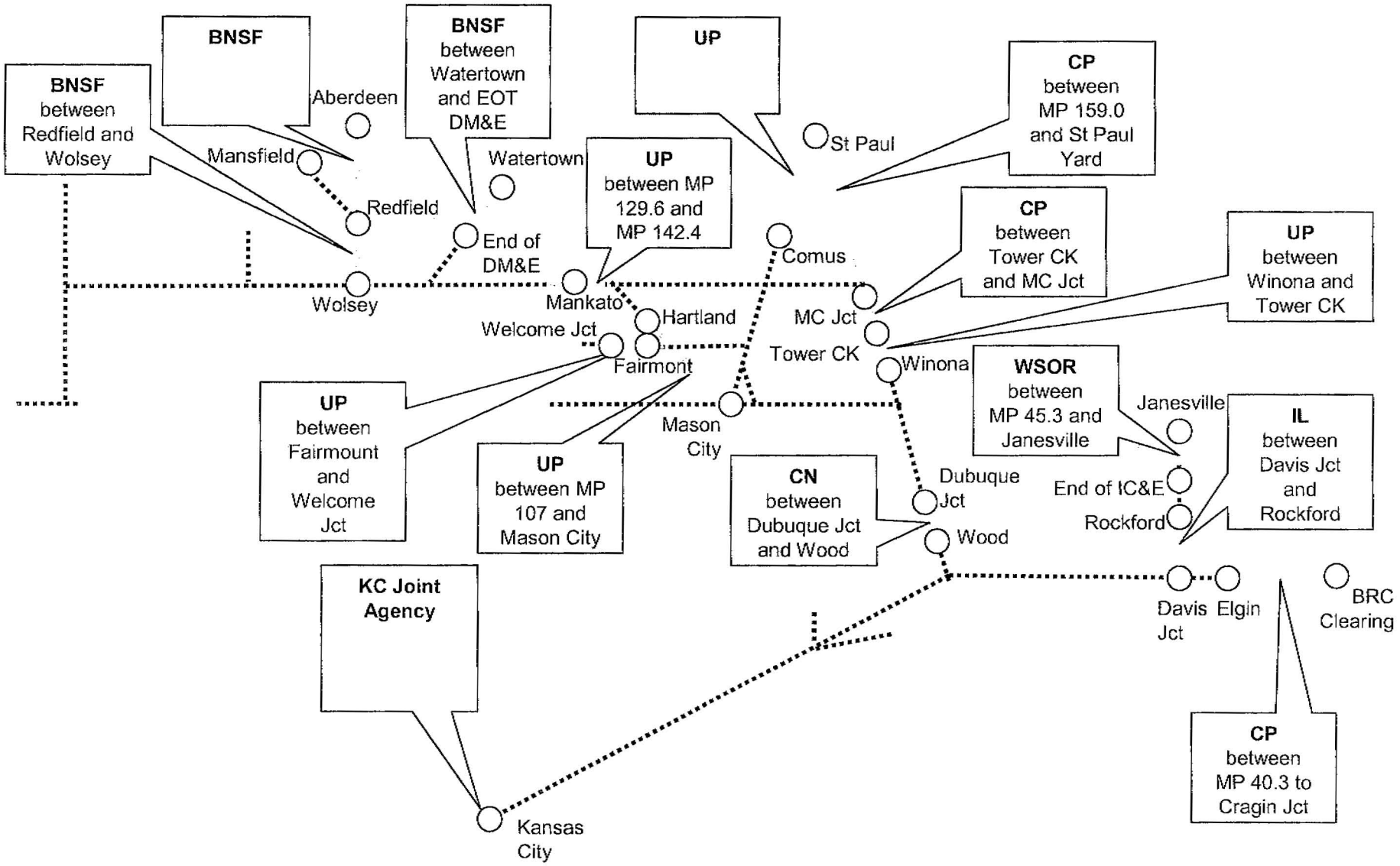
APPENDIX J:
DME Interchanges

INTERCHANGE POINTS	CONNECTIONS
Aberdeen SD	BNSF, **CPR**
Austin MN	ICE
Chadron NE	NRI
Crawford NE	BNSF
Florence MN	BNSF
Glenville MN	CN
Huron SD	BNSF
Lyle MN	CN
Mankato MN	ICE, UP
Manly IA	IANR
Mason City IA	ICE, UP
Minnesota City MN	BNSF, **CPR**
Nora Springs IA	IANR
Owatonna MN	ICE,UP
Redfield SD	BNSF
Watertown SD	BNSF
Winona MN	BNSF, UP
Wolsey MN	BNSF

Interchanges – IC&E

INTERCHANGE POINTS	CONNECTIONS
Albert Lea MN	UP
Beloit WI	UP
Bensenville IL	CPRS
Bettendorf IA	BNSF
Blue Island IL	IHB
Charles City IA	CN
Chicago IL	BOCT, BNSF, CIC, CN, CPRS, CFE, CSS, CSXT, GWWR, IAIS, INRD, NS, UP, WSOR, WC
Chicago Clearing IL	BRC
Chillicothe MO	MNC
Clinton IA	BNSF, UP
Davenport IA	BNSF, IAIS
Davis Jct IL	BNSF, IR
Dubuque IA	BNSF, CIC, CN
East Moline IL	BNSF
Emmetsburg IA	UP
Fairmont MN	UP
Faribault MN	UP
Kansas City KS	BNSF, UP
Kansas City MO	BNSF, KCS, NS, UP
Lyle MN	CN
Mason City IA	DME, IATR, UP
Minneapolis MN	BNSF, WC
Moline IL	BNSF
Moravia IA	APNC
Nora Springs IA	IANR
Norpaul Yard IL	IHB
Ottumwa IA	BNSF
Owatonna MN	DME, UP
River Jct MN	CPRS
Rock Island IL	BNSF, IAIS
Rockford IL	BNSF, CN, IR, UP
Savana IL	BNSF
Sheldon IA	UP
Spaulding IL	EJE
St Paul MN	BNSF, CPRS, MNNR, TCWR, UP, WC
Voltz Mix Center MO	NS

APPENDIX K:
Graphical Summary of DME Trackage Rights


BNSF
BNSF between Redfield and Wolsey
BNSF between Watertown and EOT DM&E
UP
CP between MP 159.0 and St Paul Yard
Aberdeen
Mansfield
Redfield
Watertown
St Paul
UP between MP 129.6 and MP 142.4
End of DM&E
Comus
CP between Tower CK and MC Jct
UP between Winona and Tower CK
Wolsey
Mankato
Hartland
Welcome Jct
Fairmont
MC Jct
Tower CK
Winona
WSOR between MP 45.3 and Janesville
Janesville
IL between Davis Jct and Rockford
UP between Fairmount and Welcome Jct
UP between MP 107 and Mason City
Mason City
CN between Dubuque Jct and Wood
Dubuque Jct
Wood
End of IC&E
Rockford
KC Joint Agency
Davis Jct
Elgin
BRC Clearing
CP between MP 40.3 to Cragin Jct
Kansas City

APPENDIX L:
Projected CPR Capital Expenditures on DME System

DME and ICE PROPOSED CAPITAL EXPENDITURES (Annual in Each of the First Three Years Following Transaction)

($000,000s)

	DME.CORE		DME.OTHER		ICE.CORE		ICE. OTHER		TOTAL	UNITS	
	Basic	Improvements	Basic	Improvements	Basic	Improvements	Basic	Improvements			
Rail	2.1	4.0	0.7		2.9		1.6		11.3	28	milles
Ballast	0.7		0.2		0.9		0.5		2.4	20	miles
Cross Ties	2.1	4.5	0.7		2.9	4.7	1.6		16.4	150,000	ties
Other Track Mtce	1.6		0.6		2.3		1.2		5.7		
Structures	0.8	39.4	0.3		1.1	18.5	0.6		60.7		
Signals and Communications	0.6		0.2		0.9		0.5		2.2		
Work Equipmment	0.4		0.1		0.5		0.3		1.3		
Other	0.2		0.1		0.3		0.1		0.7		
Total	**8.5**	**47.9**	**2.9**	**0.0**	**11.9**	**23.2**	**6.4**	**0.0**	**100.8**		

CORRIDOR	LINE SEGMENTS / SUBDIVISIONS
DME.CORE	Waseca, Tracy, Huron, Pierre, PRC
DME.OTHER	Onida, Crawford, Mansfield, Yale, Heartland
ICE.CORE	Chicago, Marquette, River, Kansas City
ICE.OTHER	Mason City, Owatonna, Jackson, Rockford, Eldridge

APPENDIX M:
DME Locomotive and Car Summary

Dakota, Minnesota & Eastern Railroad Corp
Iowa, Chicago & Eastern Railroad Corp

Rolling Stock Summary

September 2007

Car Type	Commodities	AAR Type	DM&E	IC&E	Totals
Covered Hoppers	Grain	C	1,775	1,175	2,950
Covered Hoppers	Bentonite Clay	C	945	-	945
Covered Hoppers	Cement/Sand	C	325	299	624
Covered Hoppers	Lime/Fertilizer	C	-	156	156
Boxcars-RBLS's		R	240	99	339
Boxcars-Unequipped		A	232	-	232
Open Top Hoppers		H	366	-	366
Flats		F	12	278	290
Gondolas		E	199	858	1,057
Company Materials		M	156	106	262
			4,250	2,971	7,221

Dakota, Minnesota & Eastern Railroad Corp
Iowa, Chicago & Eastern Railroad Corp

Locomotive Summary

September 2007

DM&E Marks	
GP38-3	6
GP40-3	7
SD40-2	13
SD40-3	37
Totals	63

IC&E Marks	
GP9	3
GP38	4
GP40-2	10
SD40-2	63
SD40-3	3
Totals	83

APPENDIX N:
CPR Locomotive and Car Summary

Fleet Count - Distribution View.

(Owned & Long Term Leased)

CPR Locomotive Fleet - as at June 30, 2007

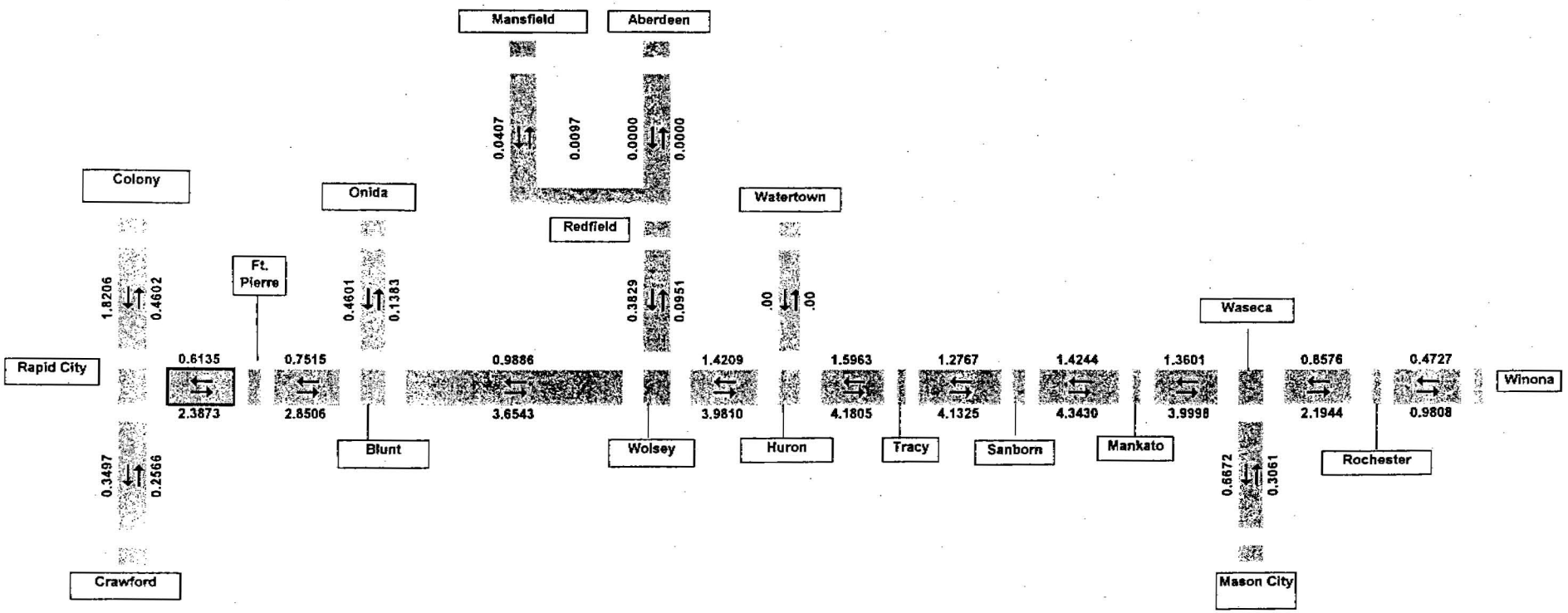
Model	H.P.	Legal Owner: CPR TOTAL	CP-CANADA	SOO	D&H
YARD CLASS					
PSGR-RDC	520	1	1		
PSGR-FP7A	1750	1	1		
PSGR-FP9A	1750	3	3		
PSGR-FP9B	1750	1	1		
PSGR-STEAM	2500	1	1		
CCAB	0	8	8		
HUMP CONTROLLER	0	3	2	1	
SLUG	0	16	16		
SW900	900	1	1		
SW9	1200	1	1		
SW1200	1200	16	15		1
GP7	1500	17	15	1	1
MP15	1500	8		8	
MP15 - Long Term Operating Lease	1500	24		24	
GP9	1750	143	137	2	4
SD40-2	3000	46	38	6	2
YARD CLASS TOTAL		**290**	**240**	**42**	**8**
ROAD CLASS					
CCAB / SLUG	0	4	4		
GP9	1750	56	46	5	5
GP38	2000	21	15	6	
GP38-2	2000	190	112	68	10
GP39-2	2300	2		2	
GP40	3000	14		14	
GP40-2	3000	16	4	8	4
RD 4-AX TOTAL		**303**	**181**	**103**	**19**
SD40-2	3000	349	325	3	21
SD60	3800	42		42	
SD60 - L.T. Oper. Lease	3800				
RD 6-AX non-AC		**391**	**325**	**45**	**21**
SD90MAC/4300	4300	61	61		
SD90MAC/4300 - L.T. Oper. Lease	4300				
ES44AC	4360	160	60	100	
AC4400CW	4400	438	357	81	
AC4400CW - L.T. Oper. Lease	4390	34		34	
SD90MAC/6000	6000	4	4		
RD 6-AX AC		**697**	**482**	**215**	
RD 6-AX TOTAL		**1088**	**807**	**260**	**21**
ROAD CLASS TOTAL		**1391**	**988**	**363**	**40**
FLEET TOTAL		**1681**	**1228**	**405**	**48**

CPR Rail Car Fleet As of June 30, 2007

Car Type	Owned	Leased	TTX	
Boxcar	3,770	1,798	254	5,822
Flat Cars	2,541	539	1,246	4,326
Gondola	5,283	3,442		8,725
Covered Hopper	24,645	8,989		33,634
Open Top Hopper	1,058	562		1,620
Multi-Level	1,387	128		1,515
IMS	2,624	182	5,740	8,546
T1		83		83
OCS	4,924	-		4,924
	46,232	15,723	7,240	69,195

DM&E 2006 Density Tables

Segment	Description	Direction	Million Gross Tons Per Mile	Miles	Gross Ton Miles	Segment Totals
1	Rapid City to Ft Pierre	E	2.3873	164.8	393,427,040	
1	Rapid City to Ft Pierre	W	0.6135	164.8	101,104,800	494,531,840
2	Ft. Pierre - Blunt	E	2.8506	31.6	90,078,960	
2	Ft. Pierre - Blunt	W	0.7515	31.6	23,747,400	113,826,360
3	Blunt - Wolsey	E	3.6543	76.7	280,284,810	
3	Blunt - Wolsey	W	0.9886	76.7	75,825,620	356,110,430
4	Wolsey - Huron	E	3.981	13.3	52,947,300	
4	Wolsey - Huron	W	1.4209	13.3	18,897,970	71,845,270
5	Huron - Tracy	E	4.1805	136.2	569,384,100	
5	Huron - Tracy	W	1.5963	136.2	217,416,060	786,800,160
6	Tracy - Sanborn Junction	E	4.1325	24.9	102,899,250	
6	Tracy - Sanborn Junction	W	1.2767	24.9	31,789,830	134,689,080
7	Sanborn Junstion - Mankat	E	4.343	59.3	257,539,900	
7	Sanborn Junstion - Mankat	W	1.4244	59.3	84,466,920	342,006,820
8	Mankato - Waseca	E	3.9998	27.1	108,394,580	
8	Mankato - Waseca	W	1.3601	27.1	36,858,710	145,253,290
9	Waseca - Rochester	E	2.1944	53.3	116,961,520	
9	Waseca - Rochester	W	0.8576	53.3	45,710,080	162,671,600
10	Rochester - Winona	E	0.9808	49	48,059,200	
10	Rochester - Winona	W	0.4727	49	23,162,300	71,221,500
11	Blunt - Onida	N	0.1383	15.6	2,157,480	
11	Blunt - Onida	S	0.4601	15.6	7,177,560	9,335,040
12	Wolsey - Redfield	N	0.0951	33.2	3,157,320	
12	Wolsey - Redfield	S	0.3829	33.2	12,712,280	15,869,600
13	Redfield - Mansfield	N	0.0097	26.3	255,110	
13	Redfield - Mansfield	S	0.0407	26.3	1,070,410	1,325,520
18	Waseca - Mason City	N	0.3061	68.2	20,876,020	
18	Waseca - Mason City	S	0.6672	68.2	45,503,040	66,379,060
20	Bentonite - Rapid City	E	1.8206	75.9	138,183,540	
20	Bentonite - Rapid City	W	0.4602	75.9	34,929,180	173,112,720
21	Rapid City - Crawford	N	0.2566	118.3	30,355,780	
21	Rapid City - Crawford	S	0.3497	118.3	41,369,510	71,725,290
						3,016,703,580



DM&E RAILROAD CORPORATION

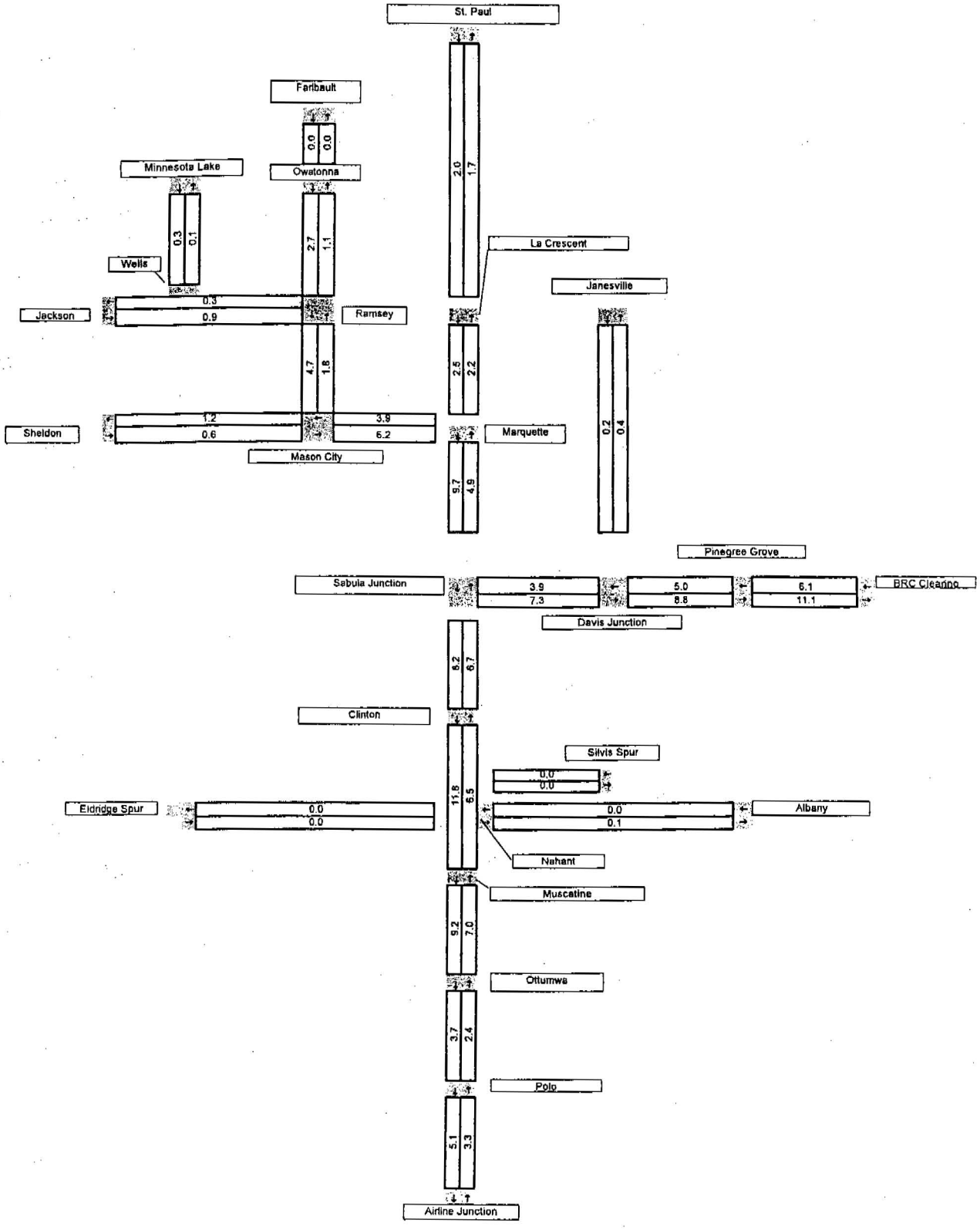
2006 FREIGHT DENSITY MAP SHOWN IN
REVENUE
Million Gross Tons per Mile
NO SCALE

IC&E 2006 Density Charts

Segment	Description	Gross Tons	North/West	South/East	Miles	North/West	South/East	Total
A	BRC Clearing - Pinegree Grove	356,496,111	127,012,784	229,483,327	20.7	6.1	11.1	17.2
B	Pinegree Grove - Davis Junction	526,570,054	191,036,083	335,533,971	38.0	5.0	8.8	13.9
C	Davis Juntcion - Sabula Junction	692,384,408	243,516,979	448,867,429	61.7	3.9	7.3	11.2
D	Sabula Junction - Clinton	249,195,538	111,774,336	137,421,202	16.8	6.7	8.2	14.8
E	Clinton - Muscatine	1,127,756,411	400,467,982	727,288,430	61.8	6.5	11.8	18.2
F	Muscatine - Ottumwa	1,339,330,269	579,033,069	760,297,200	82.6	7.0	9.2	16.2
G	Ottumwa - Polo	946,889,806	371,132,988	575,756,818	153.9	2.4	3.7	6.2
H	Polo - Airline Jcunction	359,902,884	142,260,971	217,641,913	42.5	3.3	5.1	8.5
I	Janesvile - Davis Junction	23,360,951	16,082,750	7,278,201	45.4	0.4	0.2	0.5
J	Eldridge Spur	184,571	35,743	148,829	9.7	0.0	0.0	0.0
K	Nahant - Albany	3,860,549	581,678	3,278,872	34.4	0.0	0.1	0.1
L	Sabula Junction - Marquette	1,431,637,214	480,143,953	951,493,261	98.0	4.9	9.7	14.6
M	Marquette - La Crescent	288,328,741	137,218,106	151,110,634	61.0	2.2	2.5	4.7
N	Marquette - Mason City	1,177,618,137	458,733,232	718,884,906	116.7	3.9	6.2	10.1
O	Mason City - Sheldon	256,950,501	169,717,960	87,232,542	136.7	1.2	0.6	1.9
P	Mason City - Ramsey	277,342,092	77,306,314	200,035,777	43.0	1.8	4.7	6.4
Q	Ramsey - St. Paul	110,891,363	32,642,206	78,249,157	29.1	1.1	2.7	3.8
R	Ramsey - Jackson	123,606,801	30,557,932	93,048,869	106.4	0.3	0.9	1.2
S	Wells - Minnesota Lake	3,065,621	505,261	2,560,360	8.6	0.1	0.3	0.4
T	Silvis Spur	2,737	832	1,905	1.0	0.0	0.0	0.0
V	La Crescent - St. Paul	514,624,469	238,792,525	275,831,944	138.8	1.7	2.0	3.7
		9,809,999,227	3,808,553,683	6,001,445,544	1,306.8	1.7	2.0	3.7

IC&E RAILROAD CORPORATION

2006 FREIGHT DENSITY MAP SHOWN IN
MILLION GROSS TONS PER MILE



CPR 2006 Density Tables

SOO Line Railway
Year 2006 Gross Ton Miles - By Segment

Segment Code	State	Subdivision	Segment	Miles of Road	Gross Ton Miles								Grand Total
					Westward / Northward				Eastward/Southward				
					Content	Tare	Loco	Total	Content	Tare	Loco	Total	
1160	IL	C&M	TECHNY -SHERMER	1.00	4,749,134	8,235,072	1,249,177	14,233,383	13,754,647	7,365,118	1,330,497	22,450,262	36,683,645
1160	IL	C&M	BRYN MW-SHERMER	10.10	47,966,253	83,174,227	12,616,688	143,757,168	138,921,935	74,387,692	13,438,020	226,747,646	370,504,815
1440	IL	C&M	RONDOUT-IL/WI B	15.00	79,379,326	128,638,508	19,815,078	227,832,912	212,037,975	115,627,231	21,063,020	348,728,227	576,561,139
1446	IL	C&M	TECHNY -RONDOUT	12.00	56,039,781	97,173,850	14,740,289	167,953,919	162,304,835	86,908,392	15,699,865	264,913,092	432,867,011
1176	IL	C&M	TOW A5- TECHNY	14.90	0	0	0	0	0	0	0	0	0
1162	IL	CN DET CHIC	IN IL BR-BLUE ISL	18.70	0	0	0	0	0	0	0	0	0
1182	IL	CONRAIL	DANVILL-IL/IN B	4.20	766,210	1,041,453	196,081	2,003,744	2,041,112	1,079,728	221,920	3,342,759	5,346,503
1182	IL	CONRAIL	SANFORD-DANVIL	57.30	0	0	0	0	0	0	0	0	0
1437	IL	ELGIN	BVILLE-PINGREE	27.20	2,301,340	1,856,405	890,813	5,048,559	3,362,397	2,593,598	822,511	6,778,506	11,827,065
1180	IL	ELGIN	CLEARNG-CALUMET	4.40	840,370	1,153,762	247,718	2,241,850	74,180	23,078	2,455	99,713	2,341,563
	IL	ELGIN	IN/IL BRD TO CLEARING	11.70	4,676,911	5,078,463	1,111,129	10,865,603	12,869,980	8,357,100	1,536,356	22,763,436	33,629,039
1160	IL	ELGIN	CRAG JC-CLEARNG	10.60	22,641,689	27,367,087	5,618,376	55,627,152	95,596,737	51,290,572	9,538,802	156,426,111	212,053,263
1160	IL	ELGIN	BVILLE-BRYN MW	2.50	11,872,835	20,616,973	3,124,255	35,614,063	34,387,078	18,370,105	3,324,733	56,081,915	91,695,978
1150	IL	ELGIN	TOW B12-SCHILLR	2.30	220,705	642,102	217,822	1,080,628	93,207	259,437	88,877	441,521	1,522,150
1174	IL	ELGIN	CRAGIN -TOW A5	1.00	0	0	0	0	0	0	0	0	0
1174	IL	ELGIN	TOW B12-CRAGIN	6.30	13,851,816	16,681,245	3,531,432	34,064,494	57,560,276	30,964,643	5,881,046	94,405,965	128,470,459
1172	IL	ELGIN	TOW B12-BVILLE	4.50	23,300,045	29,470,962	5,238,089	58,009,096	58,187,515	30,775,079	6,070,710	95,033,303	153,042,398
1160	IL	ELGIN IHB	BROADVIEW -TOW B12	5.30	8,852,242	7,318,693	1,138,349	17,309,283	11,390,129	5,027,532	1,270,404	17,688,065	34,997,349
	IL	ELGIN IHB	BROADVIEW-HAWTHORNE	5.80	2,473,137	4,672,028	528,624	7,673,789	4,949,366	2,825,174	558,697	8,333,237	16,007,026
1161	IL	ELGIN IHB	BROADVIEW -ARGO	6.90	6,781,879	2,410,205	380,369	9,572,453	7,668,370	2,741,315	576,040	10,985,725	20,558,177
	IL	ELGIN IHB	BLUE IS-CALUMET	7.00	0	0	0	0	0	0	0	0	0
1161	IL	ELGIN IHB	BLUE IS-ARGO	19.50	12,286,291	4,367,855	691,875	17,346,021	13,975,422	4,993,371	1,048,984	20,017,777	37,363,798
1442	IL	FOX LAKE	FOXL -RONDOUT	11.70	77,648	49,565	29,505	156,718	25,936	17,464	43,365	86,765	243,483
1162	IL	IHB	IN/IL -BLUE ISL	8.60	1,568,907	2,132,499	401,500	4,102,905	4,319,066	2,276,214	462,474	7,057,753	11,160,659
1182	IL	LATTA	BLUE IS-DANVILLE	110.70	20,195,112	27,449,726	5,168,140	52,812,977	53,797,875	28,458,535	5,849,167	88,105,577	140,918,554
1266	IN	CN DET CHIC	MI IN BR-WELLSBOR	46.10	0	0	0	0	0	0	0	0	0
1266	IN	CN DET CHIC	WELLSBR -IN IL BR	40.70	0	0	0	0	0	0	0	0	0
	IN	NS DET CHI	OH/IN BRD TO ELKHART	67.70	14,455,236	15,412,311	2,763,649	32,631,197	6,266,312	14,304,739	1,631,232	22,202,283	54,833,480
	IN	NS DET CHI	ELKHART TO PORTER	60.60	12,939,251	13,795,954	2,473,813	29,209,018	5,609,136	12,804,538	1,460,157	19,873,831	49,082,849
	IN	NS DET CHI	PORTER TO CP 502	20.60	4,398,491	4,689,714	840,933	9,929,138	1,906,736	4,352,698	496,357	6,755,791	16,684,929
1182	IN	CONRAIL	DEWEY -SANFORD	10.80	0	0	0	0	0	0	0	0	0
1182	IN	CONRAIL	IN/IL B-GIBSON	96.40	0	0	0	0	0	0	0	0	0
1260	IN	CSXT	WELLSBO-PINE JCT	35.40	0	0	0	0	0	0	0	0	0
1266	IN	CSXT	IN/OH -WELLSBOR	103.20	0	0	0	0	0	0	0	0	0
1252	IN	CSXT	PINE J -IN/MI B	36.70	0	0	0	0	0	0	0	0	0
	IN	CSXT	CP 502 -IN/MI B	2.70	16,146	11,750	1,099	28,995	93,876	115,044	14,437	223,358	252,353
1250	IN	IHB	IL/IN B-GIBSON	3.20	0	0	0	0	0	0	0	0	0
1250	IN	IHB	GIBSON -PINE JC	2.80	0	0	0	0	0	0	0	0	0
	IN	IHB	CP 502 TO IN/IL BRD	5.50	2,127,956	2,544,361	476,652	5,148,968	3,500,602	2,056,032	400,043	5,956,676	11,105,644
	IN	IHB	CP 502 TO GIBSON	2.80	510,807	694,302	130,721	1,335,830	1,406,208	741,093	150,573	2,297,873	3,633,703
	IN	IHB	GIBSON - IN/IL	3.20	583,779	793,488	149,395	1,526,662	1,607,094	846,963	172,083	2,626,141	4,152,803
1184	IN	LATTA	IL/IN B-DEWEY	47.90	8,738,445	11,877,524	2,236,259	22,852,228	23,278,394	12,314,036	2,530,940	38,123,371	60,975,598
1455	IN	LATTA	DEWEY-FAYETTE	4.80	4,394,237	1,476,632	387,857	6,258,727	149,793	1,449,895	397,744	1,997,432	8,256,158
1456	IN	LATTA	BELT JC-DEWEY	7.00	8,286,872	4,091,334	945,527	13,323,733	3,640,809	4,112,473	1,004,363	8,757,644	22,081,377
1458	IN	LATTA	LATTA -BELT JC	22.40	18,634,493	15,664,524	3,882,194	38,181,211	22,749,044	15,998,644	4,184,627	42,932,315	81,113,526
1460	IN	LATTA	ELNORA- LATTA	19.80	2,293,742	4,467,066	1,782,896	8,543,704	9,934,374	4,162,605	1,789,540	15,886,520	24,430,224
1464	IN	LATTA	IN/KY B -ELNORA	110.30	4,542,445	10,428,518	3,339,123	18,310,086	19,637,010	9,071,495	3,565,893	32,274,398	50,584,484
1457	IN	LATTA SPR	BELT JC-TERRE H	1.50	0	0	0	0	0	0	0	0	0
1457	IN	LATTA SPR	M191.7 -BLACKHAWK	1.40	0	0	0	0	0	0	0	0	0
1463	IN	LATTA SPR	ELNORA -MAYSVIL	19.50	0	0	0	0	0	0	0	0	0
1466	KY	LATTA	LOUISVI-IN/KY B	1.50	61,394	140,747	43,158	245,298	266,057	122,399	46,182	434,637	679,935
1258	MI	CN DET CHIC	LANSING -MI IN BR	107.40	0	0	0	0	0	0	0	0	0
1258	MI	CN DET CHIC	PTHURON -LANSING	109.60	0	0	0	0	0	0	0	0	0
	MI	NS DET CHI	DETROIT TO MILAN	33.20	7,088,831	7,558,179	1,355,290	16,002,300	3,072,992	7,015,027	799,954	10,887,973	26,890,274
	MI	NS DET CHI	MILAN TO MI/OH BRD	43.10	9,202,669	9,811,974	1,759,428	20,774,071	3,989,336	9,106,858	1,038,495	14,134,688	34,908,759

SOO Line Railway
Year 2006 Gross Ton Miles - By Segment

Segment Code	State	Subdivision	Segment	Miles of Road	Gross Ton Miles								Grand Total
					Westward / Northward				Eastward/Southward				
					Content	Tare	Loco	Total	Content	Tare	Loco	Total	
1270	MI	CSXT	OH/MI -PLTMOUTH	46.80	0	0	0	0	0	0	0	0	0
1258	MI	CSXT	PLTMOUTH-DETROIT	24.50	615,192	524,716	139,814	1,279,721	1,011,999	1,385,735	271,381	2,669,114	3,948,835
1256	MI	CSXT	LANSING-NEWBUFF	179.50	1,027,781	757,861	73,057	1,858,698	6,228,221	7,632,857	959,787	14,820,865	16,679,563
1256	MI	CSXT	PLYMOUT-LANSING	62.20	330,095	249,298	25,315	604,708	2,150,876	2,636,098	332,583	5,119,558	5,724,266
1254	MI	CSXT	IN/MI B-NEW BUF	2.70	16,146	11,750	1,099	28,995	93,876	115,044	14,437	223,358	252,353
1200	MN	BEMIDJI	GULLY -BEMIDJI	41.00	0	0	0	0	0	0	0	0	0
1200	MN	BEMIDJI	PLUMMER-GULLY	23.30	1,757,473	686,669	264,829	2,708,970	1,100,704	939,127	322,870	2,362,700	5,071,671
1202	MN	BEMIDJI	PLUMMER-THIEF R	15.80	21,783,478	49,909,962	7,053,989	78,747,429	74,029,078	32,544,821	6,474,326	113,048,225	191,795,654
1203	MN	BN DULU-BEM	BEMIDJI TO SCHLEY	139.90	1,513,227	762,189	496,256	2,771,672	434,553	781,205	419,770	1,635,528	4,407,200
1198	MN	BN DULU-BEM	SCHLEY TO MN/WI B	15.80	8,949,623	4,512,713	2,399,623	15,861,959	2,107,771	4,410,190	1,983,485	8,501,446	24,363,405
1322	MN	BN MPLS-BOY	MPLS -MPL WI/MN	113.80	51,723,022	85,222,521	15,223,931	152,169,474	227,593,291	89,537,821	19,135,960	336,267,073	488,436,546
1237	MN	BN RAIL	SHOREHM-ST PAUL	11.70	7,182,495	6,888,576	1,279,849	15,350,920	205,326,067	93,415,823	18,326,458	317,068,348	332,419,267
1205	MN	DETROIT LAK	PLUMMER-DET LAK	77.00	86,273,828	229,993,569	31,314,969	347,582,366	353,570,274	149,276,205	29,073,972	531,920,451	879,502,817
1208	MN	DETROIT LAK	DET LAK-GLENWOD	93.60	100,957,470	279,922,949	37,963,071	418,843,489	433,758,520	181,439,029	35,170,992	650,368,541	1,069,212,031
1026	MN	DEVILS LAKE	THIEF R YARD	0.10	0	0	0	0	0	0	0	0	0
1026	MN	DEVILS LAKE	THIEF R-ND/MN B	45.60	0	0	0	0	0	0	0	0	0
1025	MN	ELBOW LAKE	GLENWOD-ND/MN B	69.90	264,420,412	418,234,133	63,573,852	746,228,397	965,832,943	438,499,389	73,755,707	1,478,088,039	2,224,316,436
1310	MN	MERRIAM P	ST PAUL-FORDSON JCT	4.50	4,371,789	3,058,020	590,916	8,020,726	1,900,163	2,531,007	642,335	5,073,506	13,094,231
1308	MN	MERRIAM P	FORDSON JCT-MINN TR	4.40	26,573	38,921	8,925	74,420	7,333	5,960	3,276	16,569	90,989
1309	MN	MERRIAM P	FORD PLAN-FORDSON JCT	4.40	184,724	800,339	153,686	1,138,750	179,466	807,286	179,348	1,166,101	2,304,851
1094	MN	MN&S	MN&S JC-ST LOUIS	8.70	108,341	35,861	62,277	206,479	213,057	71,583	112,755	397,395	603,874
1094	MN	MN&S	ST LOUIS-AUTOCLB	9.70	98,083	36,108	78,540	212,731	107,947	40,576	85,680	234,202	446,933
1094	MN	MN&S NICOLT	AUTOCLB-NICOLT AV	9.30	0	0	0	0	0	0	0	0	0
1201	MN	NOYES	THIEF R-NOYES	79.90	113,583,380	214,822,666	25,307,101	353,713,147	281,470,264	132,292,208	23,136,490	436,898,963	790,612,110
1201	MN	NOYES CROSS	NOYES -EMMERSON	0.50	0	0	0	0	0	0	0	0	0
1237	MN	PAYNESVILLE	WITHROW-CARDIGN	12.00	50,036	31,161	14,348	95,544	14,058	309,487	95,311	418,855	514,399
1209	MN	PAYNESVILLE	BROOTEN-GLENWOD	15.80	70,252,313	144,324,302	23,204,362	237,780,976	298,669,858	131,807,218	25,193,714	455,670,789	693,451,765
1230	MN	PAYNESVILLE	MN&S JC-BROOTEN	97.00	424,012,543	863,275,270	139,312,113	1,426,599,927	1,775,659,055	785,839,791	150,520,027	2,712,018,872	4,138,618,799
1220	MN	PAYNESVILLE	CAMDEN -MN & S	4.40	18,608,967	36,818,374	6,007,393	61,434,733	74,547,361	33,152,570	6,403,553	114,103,484	175,538,217
1232	MN	PAYNESVILLE	SHOREHM-CAMDEN	2.40	11,860,208	22,720,432	3,810,304	38,390,944	38,221,214	17,107,882	3,396,893	58,725,989	97,116,933
1234	MN	PAYNESVILLE	CARDIGN-SHOREHM	8.40	74,562,596	128,318,670	21,774,496	224,655,762	36,822,588	21,253,811	4,595,712	62,672,111	287,327,873
1229	MN	PAYNESVILLE	WITHROW-MN/WI B	15.80	53,657	33,079	10,649	97,385	13,189	390,425	115,117	518,731	616,116
1231	MN	PAYNSV CAMD	CAMDEM -4TH AV	3.00	0	303	1,575	1,878	1,356	2,916	1,821	6,093	7,971
1311	MN	RIVER	ST.PAUL-NEWPORT	4.90	21,979,803	46,832,573	8,336,419	77,148,795	102,291,244	42,054,588	8,764,385	153,110,217	230,259,012
1312	MN	RIVER	NEWPORT-RIVER J	117.50	530,167,788	1,128,621,649	190,683,029	1,849,472,467	2,390,782,157	1,018,128,557	202,123,097	3,611,033,811	5,460,506,277
1305	MN	ROSEMOUNT U	FORDS J-CLIFF	1.70	1,530,136	802,606	153,158	2,485,900	626,625	606,201	163,465	1,396,292	3,882,191
1330	MN	ROSEMOUNT U	CARGILL/SAVAGE-CLIFF	14.20	12,781,136	6,704,118	1,279,321	20,764,575	5,267,831	5,089,820	1,375,455	11,733,105	32,497,680
	MN	MERRIAM P	NORTHFIELD-ROSEMONT	28.30	1,233,512	6,756,653	3,517,832	11,507,997	14,379,824	6,846,223	3,580,629	24,806,676	36,314,673
	MN	MERRIAM P	ROSEMONT-JCT SWI	10.10	532,300	2,987,237	1,263,359	4,782,895	6,943,760	3,056,401	1,278,347	11,278,508	16,061,404
	MN	MERRIAM P	ROSEMOUNT-RADIO	4.70	0	0	0	0	0	0	0	0	0
	MN	MERRIAM P	ST PAUL-ROSEPORT	16.00	0	0	0	0	0	0	0	0	0
	MN	MERRIAM P	JCT SWI-ST PAUL	10.50	13,442,961	11,915,001	3,057,968	28,415,930	7,218,761	3,177,447	1,330,812	11,727,020	40,142,949
	MN	MERRIAM P	SWITCH JCT TO ROSEPORT	5.50	6,751,685	4,614,478	913,825	12,279,988	0	0	963	963	12,280,950
1092	MN	SAVAGE SPUR	PORT CA-NORTHFI	15.30	0	0	0	0	0	0	0	0	0
1302	MN	SHAKOPE SPU	PT CARG-SHAKOPE	3.50	3,150,280	1,652,424	315,326	5,118,029	1,298,409	1,254,533	339,021	2,891,963	8,009,992
1320	MN	ST PAUL Y	STP STAT-BAYPORT	24.40	0	0	0	0	0	0	0	0	0
1235	MN	STPAUL Y	CARDIGN-STPAU J	9.50	21,193	22,164	13,931	57,288	50,643,097	67,924,073	12,305,129	130,872,299	130,929,587
1314	MN	TOMAH	RIVER J-MN/WI B	1.40	6,716,555	13,693,659	2,330,549	22,740,763	28,607,933	12,404,077	2,467,326	43,479,337	66,220,099
1092	MN	UP	ST PAUL-SAVAGE	20.50	0	0	0	0	0	0	0	0	0
1007	ND	BISBEE	FORDVIL-ROLETTE	106.10	0	0	0	0	0	0	0	0	0
1005	ND	BISBEE	ROLETTE-KENMARE	110.20	0	0	0	0	0	0	0	0	0
1028	ND	CARRINGTON	HARVEY -ENDERLI	139.20	862,467,182	869,000,450	132,080,712	1,863,548,344	1,837,128,715	907,356,747	151,253,658	2,895,739,120	4,759,287,464
1014	ND	DEVILS LAKE	ND/MN B-FORDVIL	34.80	0	0	0	0	0	0	0	0	0
1013	ND	DEVILS LAKE	FORDVIL-BAKER	82.40	0	0	0	0	0	0	0	0	0
1031	ND	DMVW	WASHBUR-MAX	47.90	0	0	0	0	0	0	0	0	0

SOO Line Railway
Year 2006 Gross Ton Miles - By Segment

Segment Code	State	Subdivision	Segment	Miles of Road	Gross Ton Miles								Grand Total
					Westward / Northward				Eastward/Southward				
					Content	Tare	Loco	Total	Content	Tare	Loco	Total	
1011	ND	NEWTOWN	MAX -DRAKE	48.30	25,109,518	15,844,978	1,850,858	42,805,353	27,078,014	14,335,969	1,983,156	43,397,139	86,202,492
1033	ND	DMVW	HANKINS-OAKES	58.80	0	0	0	0	0	0	0	0	0
1029	ND	ELBOW LAKE	HANKINS-ENDERLI	51.70	285,767,805	320,909,044	49,879,821	656,556,670	705,968,163	337,017,972	60,768,938	1,103,755,073	1,760,311,743
1019	ND	ELBOW LAKE	VEBLENJ-HANKINS	10.00	44,357,793	61,747,483	9,651,555	115,756,831	139,239,333	64,952,410	11,337,394	215,529,138	331,285,969
1022	ND	ELBOW LAKE	ND/MN B-VEBLENJ	7.20	27,098,198	38,652,540	5,937,077	71,687,815	87,742,949	40,648,826	6,990,133	135,381,908	207,069,723
1010	ND	NEWTOWN	MAX -PRAIR J	31.60	702,259	4,005,925	987,614	5,695,798	12,593,270	4,054,560	1,003,596	17,651,425	23,347,223
1008	ND	NEWTOWN	PRAIR J-NEW TWN	31.30	605,403	1,731,552	376,715	2,713,670	5,450,125	1,750,546	369,313	7,569,984	10,283,654
1009	ND	NEWTOWN	PRAIR J-PLAZA	3.80	7,805	66,546	24,647	98,998	213,252	68,636	24,803	306,690	405,688
1003	ND	PORTAL	PORTAL -FLAXTON	9.80	62,697,488	54,642,624	7,530,125	124,870,236	94,260,036	56,932,244	8,845,857	160,038,136	284,908,372
1004	ND	PORTAL	FLAXTON-KENMARE	21.60	158,336,036	139,645,617	19,613,369	317,595,023	251,969,652	145,307,512	22,743,708	420,020,872	737,615,895
1012	ND	PORTAL	KENMARE-DRAKE	99.30	684,935,697	624,684,159	95,323,466	1,404,943,322	1,184,548,955	650,344,456	107,841,667	1,942,735,079	3,347,678,400
1027	ND	PORTAL	DRAKE -HARVEY	23.00	151,024,417	145,033,123	24,608,034	320,665,574	295,116,252	149,947,720	26,418,044	471,482,015	792,147,589
1021	ND	VEBLEN	VEBLENJ-SD/ND B	8.70	1,373,190	607,766	229,831	2,210,787	440,339	670,485	225,659	1,336,482	3,547,269
	OH	NS DET CHI	MI/OH BRD TO MONTPELIEI	17.00	3,629,823	3,870,152	693,974	8,193,949	1,573,520	3,592,032	409,615	5,575,167	13,769,116
	OH	NS DET CHI	MONTPELIER TO OH/IN BRI	11.90	2,540,876	2,709,106	485,782	5,735,764	1,101,464	2,514,422	286,731	3,902,617	9,638,381
1268	OH	CSXT	OH/MI - IN/OH	98.00	0	0	0	0	0	0	0	0	0
1023	SD	VEBLEN	SD/ND B-VEBLEN	24.30	496,964	220,446	84,026	801,435	159,361	238,750	80,818	478,929	1,280,364
2002	WI	BN DULU-BEM	MN/WI B - SUPERIOR	21.60	762,189	419,716	90,160	1,272,065	579,126	427,992	86,226	1,093,344	2,365,408
2003	WI	BN DULU-BEM	WI/MN B - DULUTH	6.00	3,526,338	2,001,678	480,668	6,008,684	2,823,296	2,056,709	458,325	5,338,329	11,347,013
2003	WI	BN DULU-BEM	SAUNDERS-JCTN 27	1.70	857,366	1,268,764	249,055	2,375,186	3,256,541	1,332,432	297,420	4,886,393	7,261,578
2003	WI	BN DULU-BEM	CENTRAL-SAUNDERS	1.80	907,799	1,343,398	263,705	2,514,902	3,434,247	1,403,775	313,285	5,151,307	7,666,209
1214	WI	BN DULU-BEM	SUP12 -CENTRAL	4.40	2,219,065	3,283,861	644,613	6,147,539	8,394,826	3,431,450	765,807	12,592,083	18,739,622
1215	WI	BN DULU-BEM	SUPEROR-SUPR 12	2.80	1,311,266	1,940,463	380,908	3,632,637	4,960,579	2,027,675	452,522	7,440,776	11,073,413
1215	WI	BN DULU-BEM	MN/WI BDR-JCTN 27	11.10	4,776,419	7,869,967	1,405,871	14,052,256	21,017,351	8,268,468	1,767,131	31,052,949	45,105,205
1215	WI	BN DULU-BEM	MN/WI B-JCTN 27	8.80	651,420	328,469	174,662	1,154,551	140,334	314,362	142,833	597,529	1,752,080
1199	WI	BN MPLS-BOY	BOYLST-MPL WI/MN	15.00	0	0	0	0	0	0	0	0	0
1380	WI	C&M	MILWAUK-STURTEV	23.60	121,900,051	204,472,408	31,411,281	357,783,740	339,725,817	184,005,956	33,345,670	557,077,442	914,861,182
1382	WI	C&M	IL/WI B-STURTEV	14.50	76,023,758	125,208,990	19,244,687	220,477,434	207,381,285	112,650,998	20,810,603	340,842,886	561,320,320
1387	WI	C&M SPUR	BURLINGTON-STURTEVANT	10.50	19,367	5,971	13,283	38,621	31,827	25,226	63,683	120,736	159,356
1386	WI	C&M SPUR	WAXDALE-STURTEV	1.40	2,709	9,006	7,840	19,555	111,483	80,325	81,399	273,207	292,762
	WI	BAYVIEW SPUR	BAY VIEW J-JONES ISL	1.40	496,687	259,185	54,392	810,264	236,030	192,759	55,128	483,916	1,294,180
1360	WI	M&P	PORTA J-MADISON	34.30	1,740,706	5,415,239	1,391,349	8,547,294	38,675,997	14,368,814	7,093,993	60,138,804	68,686,098
1359	WI	MILWY	GRAND A-MILW YARD	3.00	14,555,532	25,539,832	4,053,659	44,149,023	42,648,315	22,548,521	4,304,737	69,501,573	113,650,595
1228	WI	PAYNESVILLE	DRESSER-MN/WI B	8.40	30,862	19,026	6,125	56,012	7,586	224,558	66,211	298,355	354,367
1344	WI	TOMAH	MN/WI B-LA CROS	2.40	11,514,094	23,474,844	3,995,227	38,984,165	49,042,171	21,264,132	4,229,702	74,536,006	113,520,170
1346	WI	TOMAH	LA CROS-NEW LIS	60.00	260,199,069	561,541,097	94,434,845	916,175,011	1,192,733,568	507,261,237	99,648,445	1,799,643,250	2,715,818,261
1348	WI	TOMAH	NEW LIS-PORTAGE	43.00	187,315,521	392,178,634	65,678,563	645,172,719	805,500,166	353,254,553	69,498,239	1,228,252,957	1,873,425,676
1368	WI	TOMAH	NEW LIS-WEST SPUR	83.50	93,732,007	20,012,195	3,268,942	117,013,143	1,189,875	19,740,820	3,316,203	24,246,897	141,260,040
1362	WI	WATERLOO	MADISON-SUN PRA	12.00	0	0	0	0	0	5,217	7,403	12,620	12,620
1363	WI	WATERLOO	SUN PRA-WATERTN	24.60	0	0	0	0	0	4,181	5,933	10,114	10,114
1348	WI	WATERTOWN	PORTA J-PORTAGE	1.20	6,132,788	11,383,814	1,981,784	19,498,387	23,373,817	10,632,977	2,291,158	36,297,952	55,796,339
1350	WI	WATERTOWN	PORTA J-WATERTN	45.80	222,944,132	392,070,737	64,870,514	679,885,383	666,971,414	350,814,581	68,513,550	1,086,299,544	1,766,184,927
1352	WI	WATERTOWN	WATERTN-DUPLAIN	29.10	140,143,373	247,352,836	39,299,339	426,795,547	421,976,473	221,501,019	41,855,882	685,333,374	1,112,128,921
1354	WI	WATERTOWN	DUPLAIN-BROOKFI	2.70	13,088,512	22,978,704	3,645,705	39,712,920	38,360,264	20,283,121	3,869,270	62,512,655	102,225,575
1358	WI	WATERTOWN	BROOKFI-GRAND A	11.00	53,323,567	93,617,403	14,852,871	161,793,841	156,282,555	82,635,399	15,763,693	254,681,647	416,475,488
1358	WI	WATERTOWN	NORTH MILW-GRAND AVE	7.00	0	0	0	0	763	16,310	5,488	22,561	22,561
GRAND TOTAL				4,547.90	5,811,071,377	8,716,949,772	#######	15,920,793,153	17,056,989,633	8,182,190,748	1,522,655,971	26,761,836,352	########

SOO Line Railway
Year 2006 Gross Ton Miles - By Segment

Segment Code	State	Subdivision	Segment	Miles of Road	Gross Ton Miles								Grand Total
					Westward / Northward				Eastward/Southward				
					Content	Tare	Loco	Total	Content	Tare	Loco	Total	

SUMMARY BY STATE

State	Miles of Road	Gross Ton Miles								Grand Total
		Westward / Northward				Eastward/Southward				
		Content	Tare	Loco	Total	Content	Tare	Loco	Total	
IL	379.20	320,840,733	469,530,678	76,935,308	867,306,718	887,318,038	474,341,376	88,827,940	1,450,487,354	2,317,794,072
IN	773.00	81,921,901	85,947,477	19,410,119	187,279,497	99,779,387	82,330,255	17,797,988	199,907,630	387,187,127
KY	1.50	61,394	140,747	43,158	245,298	266,057	122,399	46,182	434,637	679,935
MI	609.00	18,280,713	18,913,777	3,354,003	40,548,493	16,547,301	27,891,619	3,416,636	47,855,555	88,404,049
MN	1,215.70	1,860,641,585	3,715,049,349	591,771,767	6,167,462,701	7,379,639,749	3,276,998,251	632,874,201	11,289,512,201	########
ND	925.70	2,304,482,791	2,276,571,806	348,093,823	4,929,148,419	4,641,749,053	2,373,388,081	399,805,926	7,414,943,060	########
OH	126.90	6,170,699	6,579,258	1,179,756	13,929,713	2,674,984	6,106,454	696,346	9,477,784	23,407,497
SD	24.30	496,964	220,446	84,026	801,435	159,361	238,750	80,818	478,929	1,280,364
WI	492.60	1,218,174,597	2,143,996,235	351,900,046	3,714,070,878	4,028,855,704	1,940,773,564	379,109,935	6,348,739,202	########
Grand Total	4,547.90	5,811,071,377	8,716,949,772	#######	15,920,793,153	17,056,989,633	8,182,190,748	1,522,655,971	26,761,836,352	########

SOO Line Railway
Year 2006 Traffic Density Report - By Segment

Segment Code	State	Subdivision	Segment	Miles of Road	Average Tons per Mile of Road								Grand Total
					Westward / Northward				Eastward/Southward				
					Content	Tare	Loco	Total	Content	Tare	Loco	Total	
1160	IL	C&M	TECHNY -SHERMER	1.0	4,749,134	8,235,072	1,249,177	14,233,383	13,754,647	7,365,118	1,330,497	22,450,262	36,683,645
1160	IL	C&M	BRYN MW-SHERMER	10.1	4,749,134	8,235,072	1,249,177	14,233,383	13,754,647	7,365,118	1,330,497	22,450,262	36,683,645
1440	IL	C&M	RONDOUT-IL/WI B	15.0	5,291,955	8,575,901	1,321,005	15,188,861	14,135,865	7,708,482	1,404,201	23,248,548	38,437,409
1446	IL	C&M	TECHNY -RONDOUT	12.0	4,669,982	8,097,821	1,228,357	13,996,160	13,525,403	7,242,366	1,308,322	22,076,091	36,072,251
1176	IL	C&M	TOW A5- TECHNY	14.9	0	0	0	0	0	0	0	0	0
1162	IL	CN DET CHIC	IN IL BR-BLUE ISL	18.7	0	0	0	0	0	0	0	0	0
1182	IL	CONRAIL	DANVILL-IL/IN B	4.2	182,431	247,965	46,686	477,082	485,979	257,078	52,838	795,895	1,272,977
1182	IL	CONRAIL	SANFORD-DANVIL	57.3	0	0	0	0	0	0	0	0	0
1437	IL	ELGIN	BVILLE-PINGREE	27.2	84,608	68,250	32,750	185,609	123,618	95,353	30,239	249,210	434,819
1180	IL	ELGIN	CLEARNG-CALUMET	4.4	190,993	262,219	56,299	509,511	16,859	5,245	558	22,662	532,173
	IL	ELGIN	IN/IL BRD TO CLEARING	11.7	399,659	434,057	94,968	928,684	1,099,998	714,282	131,313	1,945,593	2,874,277
1160	IL	ELGIN	CRAG JC-CLEARNG	10.6	2,136,008	2,581,801	530,035	5,247,845	9,018,560	4,838,733	899,887	14,757,180	20,005,025
1160	IL	ELGIN	BVILLE-BRYN MW	2.5	4,749,134	8,246,789	1,249,702	14,245,625	13,754,831	7,348,042	1,329,893	22,432,766	36,678,391
1150	IL	ELGIN	TOW B12-SCHILLR	2.3	95,959	279,175	94,705	469,838	40,525	112,799	38,642	191,966	661,804
1174	IL	ELGIN	CRAGIN -TOW A5	1.0	0	0	0	0	0	0	0	0	0
1174	IL	ELGIN	TOW B12-CRAGIN	6.3	2,198,701	2,647,817	560,545	5,407,063	9,136,552	4,915,023	933,499	14,985,074	20,392,136
1172	IL	ELGIN	TOW B12-BVILLE	4.5	5,177,788	6,549,103	1,164,020	12,890,910	12,930,559	6,838,906	1,349,047	21,118,512	34,009,422
1160	IL	ELGIN IHB	BROADVIEW -TOW B12	5.3	1,670,234	1,380,885	214,783	3,265,903	2,149,081	948,591	239,699	3,337,371	6,603,273
	IL	ELGIN IHB	BROADVIEW-HAWTHORN	5.8	426,403	805,522	91,142	1,323,067	853,339	487,099	96,327	1,436,765	2,759,832
1161	IL	ELGIN IHB	BROADVIEW -ARGO	6.9	982,881	349,305	55,126	1,387,312	1,111,358	397,292	83,484	1,592,134	2,979,446
	IL	ELGIN IHB	BLUE IS-CALUMET	7.0	0	0	0	0	0	0	0	0	0
1161	IL	ELGIN IHB	BLUE IS-ARGO	19.5	630,066	223,993	35,481	889,540	716,688	256,070	53,794	1,026,553	1,916,092
1442	IL	FOX LAKE	FOXL -RONDOUT	11.7	6,637	4,236	2,522	13,395	2,217	1,493	3,706	7,416	20,810
1162	IL	IHB	IN/IL -BLUE ISL	8.6	182,431	247,965	46,686	477,082	502,217	264,676	53,776	820,669	1,297,751
1182	IL	LATTA	BLUE IS-DANVILLE	110.7	182,431	247,965	46,686	477,082	485,979	257,078	52,838	795,895	1,272,977
1266	IN	CN DET CHIC	MI IN BR-WELLSBOR	46.1	0	0	0	0	0	0	0	0	0
1266	IN	CN DET CHIC	WELLSBR -IN IL BR	40.7	0	0	0	0	0	0	0	0	0
	IN	NS DET CHI	OH/IN BRD TO ELKHART	67.7	213,519	227,656	40,822	481,997	92,560	211,296	24,095	327,951	809,948
	IN	NS DET CHI	ELKHART TO PORTER	60.6	213,519	227,656	40,822	481,997	92,560	211,296	24,095	327,951	809,948
	IN	NS DET CHI	PORTER TO CP 502	20.6	213,519	227,656	40,822	481,997	92,560	211,296	24,095	327,951	809,948
1182	IN	CONRAIL	DEWEY -SANFORD	10.8	0	0	0	0	0	0	0	0	0
1182	IN	CONRAIL	IN/IL B-GIBSON	96.4	0	0	0	0	0	0	0	0	0
1260	IN	CSXT	WELLSBO-PINE JCT	33.4	0	0	0	0	0	0	0	0	0
1266	IN	CSXT	IN/OH -WELLSBOR	103.2	0	0	0	0	0	0	0	0	0
1252	IN	CSXT	PINE J -IN/MI B	36.7	0	0	0	0	0	0	0	0	0
	IN	CSXT	CP 502 -IN/MI B	2.7	5,980	4,352	407	10,739	34,769	42,609	5,347	82,725	93,464
1250	IN	IHB	IL/IN B-GIBSON	3.2	0	0	0	0	0	0	0	0	0
1250	IN	IHB	GIBSON -PINE JC	2.8	0	0	0	0	0	0	0	0	0
	IN	IHB	CP 502 TO IN/IL BRD	5.5	386,901	462,611	86,664	936,176	636,473	373,824	72,735	1,083,032	2,019,208
	IN	IHB	CP 502 TO GIBSON	2.8	182,431	247,965	46,686	477,082	502,217	264,676	53,776	820,669	1,297,751
	IN	IHB	GIBSON - IN/IL	3.2	182,431	247,965	46,686	477,082	502,217	264,676	53,776	820,669	1,297,751
1184	IN	LATTA	IL/IN B-DEWEY	47.9	182,431	247,965	46,686	477,082	485,979	257,078	52,838	795,895	1,272,977
1455	IN	LATTA	DEWEY-FAYETTE	4.8	915,466	307,632	80,804	1,303,901	31,207	302,061	82,863	416,132	1,720,033
1456	IN	LATTA	BELT JC-DEWEY	7.0	1,183,839	584,476	135,075	1,903,390	520,116	587,496	143,480	1,251,092	3,154,482
1458	IN	LATTA	LATTA -BELT JC	22.4	831,897	699,309	173,312	1,704,518	1,015,582	714,225	186,814	1,916,621	3,621,140
1460	IN	LATTA	ELNORA- LATTA	19.8	115,846	225,609	90,045	431,500	501,736	210,233	90,381	802,349	1,233,850
1464	IN	LATTA	IN/KY B -ELNORA	110.3	41,183	94,547	30,273	166,003	178,033	82,244	32,329	292,606	458,608
1457	IN	LATTA SPR	BELT JC-TERRE H	1.5	0	0	0	0	0	0	0	0	0
1457	IN	LATTA SPR	M191.7 -BLACKHAWK	1.4	0	0	0	0	0	0	0	0	0
1463	IN	LATTA SPR	ELNORA -MAYSVIL	19.5	0	0	0	0	0	0	0	0	0
1466	KY	LATTA	LOUISVI-IN/KY B	1.5	40,929	93,831	28,772	163,532	177,371	81,599	30,788	289,758	453,290
1258	MI	CN DET CHIC	LANSING -MI IN BR	107.4	0	0	0	0	0	0	0	0	0
1258	MI	CN DET CHIC	PTHURON -LANSING	109.6	0	0	0	0	0	0	0	0	0
	MI	NS DET CHI	DETROIT TO MILAN	33.2	213,519	227,656	40,822	481,997	92,560	211,296	24,095	327,951	809,948
	MI	NS DET CHI	MILAN TO MI/OH BRD	43.1	213,519	227,656	40,822	481,997	92,560	211,296	24,095	327,951	809,948

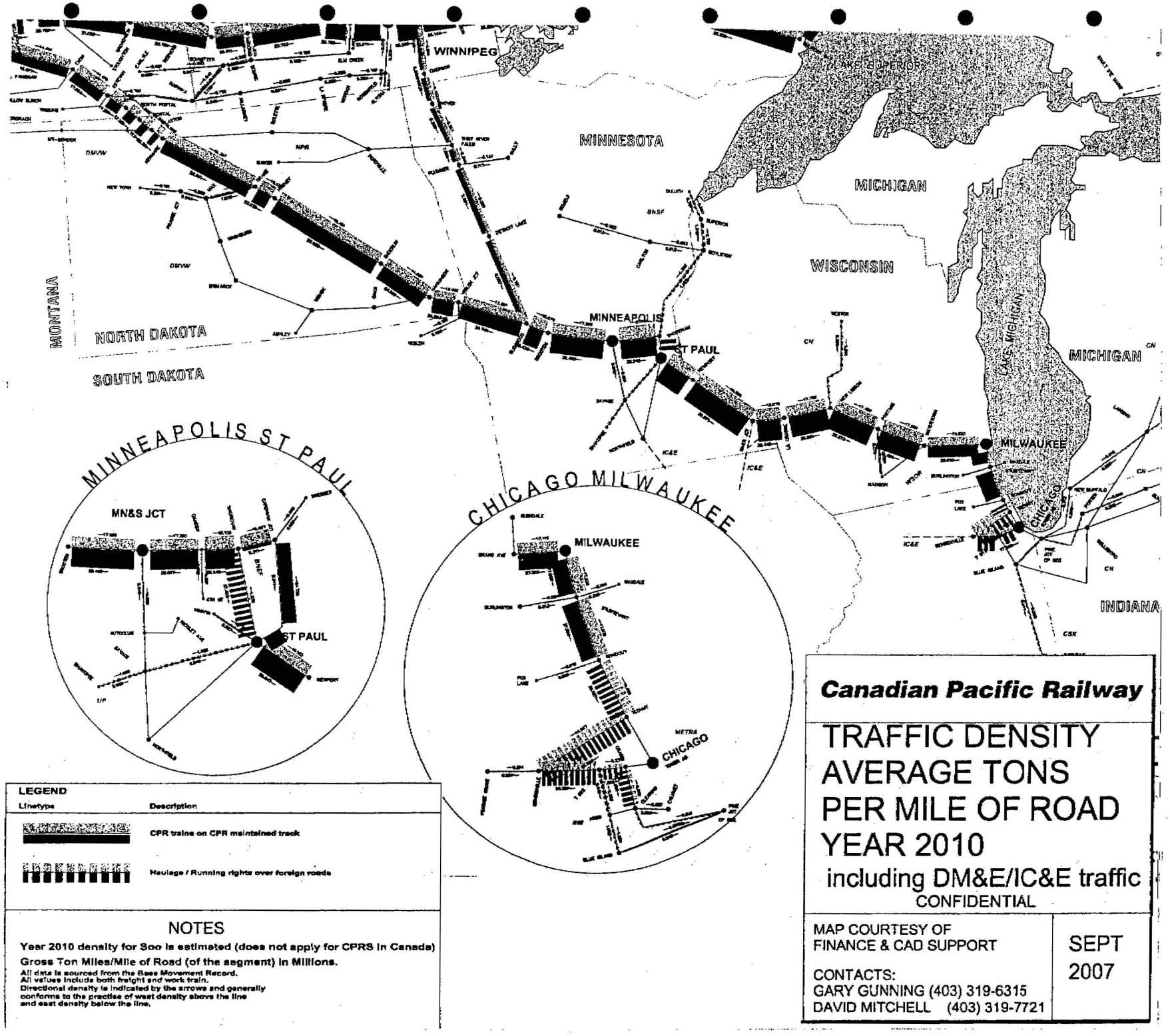
SOO Line Railway
Year 2006 Traffic Density Report - By Segment

Segment Code	State	Subdivision	Segment	Miles of Road	Average Tons per Mile of Road								Grand Total
					Westward / Northward				Eastward/Southward				
					Content	Tare	Loco	Total	Content	Tare	Loco	Total	
1270	MI	CSXT	OH/MI -PLTMOUTH	46.8	0	0	0	0	0	0	0	0	0
1258	MI	CSXT	PLTMOUTH-DETROIT	24.5	25,110	21,417	5,707	52,233	41,306	56,561	11,077	108,943	161,177
1256	MI	CSXT	LANSING-NEWBUFF	179.5	5,726	4,222	407	10,355	34,698	42,523	5,347	82,567	92,922
1256	MI	CSXT	PLYMOUT-LANSING	62.2	5,307	4,008	407	9,722	34,580	42,381	5,347	82,308	92,030
1254	MI	CSXT	IN/MI B-NEW BUF	2.7	5,980	4,352	407	10,739	34,769	42,609	5,347	82,725	93,464
1200	MN	BEMIDJI	GULLY -BEMIDJI	41.0	0	0	0	0	0	0	0	0	0
1200	MN	BEMIDJI	PLUMMER-GULLY	23.3	75,428	29,471	11,366	116,265	47,241	40,306	13,857	101,403	217,668
1202	MN	BEMIDJI	PLUMMER-THIEF R	15.8	1,378,701	3,158,858	446,455	4,984,014	4,685,385	2,059,799	409,767	7,154,951	12,138,965
1203	MN	BN DULU-BEM	BEMIDJI TO SCHLEY	139.9	10,816	5,448	3,547	19,812	3,106	5,584	3,001	11,691	31,503
1198	MN	BN DULU-BEM	SCHLEY TO MN/WI B	15.8	566,432	285,615	151,875	1,003,921	133,403	279,126	125,537	538,066	1,541,988
1322	MN	BN MPLS-BOY	MPLS -MPL WI/MN	113.8	454,508	748,880	133,778	1,337,166	1,999,941	786,800	168,154	2,954,895	4,292,061
1237	MN	BN RAIL	SHOREHM-ST PAUL	11.7	613,888	588,767	109,389	1,312,044	17,549,236	7,984,258	1,566,364	27,099,859	28,411,903
1205	MN	DETROIT LAK	PLUMMER-DET LAK	77.0	1,120,439	2,986,929	406,688	4,514,057	4,591,822	1,938,652	377,584	6,908,058	11,422,115
1208	MN	DETROIT LAK	DET LAK-GLENWOD	93.6	1,078,605	2,990,630	405,588	4,474,824	4,634,172	1,938,451	375,758	6,948,382	11,423,205
1026	MN	DEVILS LAKE	THIEF R YARD	0.1	0	0	0	0	0	0	0	0	0
1026	MN	DEVILS LAKE	THIEF R-ND/MN B	45.6	0	0	0	0	0	0	0	0	0
1025	MN	ELBOW LAKE	GLENWOD-ND/MN B	69.9	3,782,839	5,983,321	909,497	10,675,657	13,817,353	6,273,239	1,055,160	21,145,752	31,821,408
1310	MN	MERRIAM P	ST PAUL-FORDSON JCT	4.5	971,509	679,560	131,315	1,782,383	422,259	562,446	142,741	1,127,446	2,909,829
1308	MN	MERRIAM P	FORDSON JCT-MINN TR	4.4	6,039	8,846	2,028	16,914	1,667	1,355	745	3,766	20,679
1309	MN	MERRIAM P	FORD PLAN-FORDSON JCT	4.4	41,983	181,895	34,929	258,807	40,788	183,474	40,761	265,023	523,830
1094	MN	MN&S	MN&S JC-ST LOUIS	8.7	12,453	4,122	7,158	23,733	24,489	8,228	12,960	45,678	69,411
1094	MN	MN&S	ST LOUIS-AUTOCLB	9.7	10,112	3,722	8,097	21,931	11,129	4,183	8,833	24,145	46,076
1094	MN	MN&S NICOLT	AUTOCLB-NICOLT AV	9.3	0	0	0	0	0	0	0	0	0
1201	MN	NOYES	THIEF R-NOYES	79.9	1,421,569	2,688,644	316,735	4,426,948	3,522,782	1,655,722	289,568	5,468,072	9,895,020
1201	MN	NOYES CROSS	NOYES -EMMERSON	0.5	0	0	0	0	0	0	0	0	0
1237	MN	PAYNESVILLE	WITHROW-CARDIGN	12.0	4,170	2,597	1,196	7,962	1,171	25,791	7,943	34,905	42,867
1209	MN	PAYNESVILLE	BROOTEN-GLENWOD	15.8	4,446,349	9,134,449	1,468,630	15,049,429	18,903,156	8,342,229	1,594,539	28,839,923	43,889,352
1230	MN	PAYNESVILLE	MN&S JC-BROOTEN	97.0	4,371,263	8,899,745	1,436,207	14,707,216	18,305,763	8,101,441	1,551,753	27,958,957	42,666,173
1220	MN	PAYNESVILLE	CAMDEN -MN & S	4.4	4,229,311	8,367,812	1,365,317	13,962,439	16,942,582	7,534,675	1,455,353	25,932,610	39,895,049
1232	MN	PAYNESVILLE	SHOREHM-CAMDEN	2.4	4,941,753	9,466,846	1,587,627	15,996,226	15,925,506	7,128,284	1,415,372	24,469,162	40,465,389
1234	MN	PAYNESVILLE	CARDIGN-SHOREHM	8.4	8,876,500	15,276,032	2,592,202	26,744,734	4,383,641	2,530,216	547,109	7,460,966	34,205,699
1229	MN	PAYNESVILLE	WITHROW-MN/WI B	15.8	3,396	2,094	674	6,164	835	24,710	7,286	32,831	38,995
1231	MN	PAYNSV CAMD	CAMDEM -4TH AV	3.0	0	101	525	626	452	972	607	2,031	2,657
1311	MN	RIVER	ST.PAUL-NEWPORT	4.9	4,485,674	9,557,668	1,701,310	15,744,652	20,875,764	8,582,569	1,788,650	31,246,983	46,991,635
1312	MN	RIVER	NEWPORT-RIVER J	117.5	4,512,066	9,605,291	1,622,834	15,740,191	20,347,082	8,664,924	1,720,197	30,732,203	46,472,394
1305	MN	ROSEMOUNT U	FORDS J-CLIFF	1.7	900,080	472,121	90,093	1,462,294	368,603	356,589	96,156	821,348	2,283,642
1330	MN	ROSEMOUNT U	CARGILL/SAVAGE-CLIFF	14.2	900,080	472,121	90,093	1,462,294	370,974	358,438	96,863	826,275	2,288,569
0	MN	MERRIAM P	NORTHFIELD-ROSEMONT	28.3	43,587	238,751	124,305	406,643	508,121	241,916	126,524	876,561	1,283,204
0	MN	MERRIAM P	ROSEMONT-JCT SWI	10.1	52,703	295,766	125,085	473,554	687,501	302,614	126,569	1,116,684	1,590,238
0	MN	MERRIAM P	ROSEMOUNT-RADIO	4.7	0	0	0	0	0	0	0	0	0
0	MN	MERRIAM P	ST PAUL-ROSEPORT	16.0	0	0	0	0	0	0	0	0	0
	MN	MERRIAM P	JCT SWI-ST PAUL	10.5	1,280,282	1,134,762	291,235	2,706,279	687,501	302,614	126,744	1,116,859	3,823,138
	MN	MERRIAM P	SWITCH JCT TO ROSEPOR	5.5	1,227,579	838,996	166,150	2,232,725	0	0	175	175	2,232,900
1092	MN	SAVAGE SPUR	PORT CA-NORTHFI	15.3	0	0	0	0	0	0	0	0	0
1302	MN	SHAKOPE SPU	PT CARG-SHAKOPE	3.5	900,080	472,121	90,093	1,462,294	370,974	358,438	96,863	826,275	2,288,569
1320	MN	ST PAUL Y	STP STAT-BAYPORT	24.4	0	0	0	0	0	0	0	0	0
1235	MN	STPAUL Y	CARDIGN-STPAU J	9.5	2,231	2,333	1,466	6,030	5,330,852	7,149,902	1,295,277	13,776,031	13,782,062
1314	MN	TOMAH	RIVER J-MN/WI B	1.4	4,797,539	9,781,185	1,664,678	16,243,402	20,434,238	8,860,055	1,762,376	31,056,669	47,300,071
1092	MN	UP	ST PAUL-SAVAGE	20.5	0	0	0	0	0	0	0	0	0
1007	ND	BISBEE	FORDVIL-ROLETTE	106.1	0	0	0	0	0	0	0	0	0

SOO Line Railway
Year 2006 Traffic Density Report - By Segment

Segment Code	State	Subdivision	Segment	Miles of Road	Average Tons per Mile of Road								Grand Total
					Westward / Northward				Eastward/Southward				
					Content	Tare	Loco	Total	Content	Tare	Loco	Total	
			NS DET CHI	254.10	213,519	227,656	40,822	481,997	92,560	211,296	24,095	327,951	809,948
			PAYNESVILLE	164.20	3,650,616	7,281,001	1,182,337	12,113,954	13,544,183	6,029,755	1,159,480	20,733,418	32,847,372
			PAYNSV CAMD	3.00	0	101	525	626	452	972	607	2,031	2,657
			PORTAL	153.70	6,876,992	6,271,994	956,897	14,105,883	11,879,602	6,522,654	1,079,045	19,481,302	33,587,184
			RIVER	122.40	4,511,010	9,603,384	1,625,976	15,740,370	20,368,247	8,661,627	1,722,937	30,752,811	46,493,180
			ROSEMOUNT U	15.90	900,080	472,121	90,093	1,462,294	370,720	358,240	96,787	825,748	2,288,042
			SAVAGE SPUR	15.30	0	-	-	-	-	-	-	-	-
			SHAKOPE SPU	3.50	900,080	472,121	90,093	1,462,294	370,974	358,438	96,863	826,275	2,288,569
			ST PAUL Y	24.40	0	-	-	-	-	-	-	-	-
			STPAUL Y	9.50	2,231	2,333	1,466	6,030	5,330,852	7,149,902	1,295,277	13,776,031	13,782,062
			TOMAH	190.30	2,939,975	5,312,141	891,793	9,143,909	10,914,733	4,802,548	941,460	16,658,741	25,802,650
			UP	20.50	0	-	-	-	-	-	-	-	-
			VEBLEN	33.00	56,671	25,097	9,511	91,279	18,173	27,553	9,287	55,012	146,292
			WATERLOO	36.60	0	-	-	-	-	257	364	621	621
			WATERTOWN	96.80	4,500,334	7,927,722	1,287,709	13,715,765	13,501,707	7,085,572	1,366,726	21,954,005	35,669,771
			Grand Total	4,547.90	1,277,748	1,916,698	306,245	3,500,691	3,750,520	1,799,114	334,804	5,884,438	9,385,129

CPR 2006 Density Map


WINNIPEG
LAKE SUPERIOR
MINNESOTA
MICHIGAN
WISCONSIN
MONTANA
NORTH DAKOTA
SOUTH DAKOTA
MINNEAPOLIS
ST PAUL
MILWAUKEE
CHICAGO
INDIANA
LAKE MICHIGAN
MINNEAPOLIS ST PAUL
MN&S JCT
ST PAUL
CHICAGO MILWAUKEE
MILWAUKEE
METRA
CHICAGO
LEGEND
Linetype
Description
CPR trains on CPR maintained track
Haulage / Running rights over foreign roads
NOTES
Year 2010 density for Soo is estimated (does not apply for CPRS in Canada)
Gross Ton Miles/Mile of Road (of the segment) in Millions.
All data is sourced from the Base Movement Record.
All values include both freight and work train.
Directional density is indicated by the arrows and generally conforms to the practise of west density above the line and east density below the line.
Canadian Pacific Railway
TRAFFIC DENSITY
AVERAGE TONS
PER MILE OF ROAD
YEAR 2010
including DM&E/IC&E traffic
CONFIDENTIAL
MAP COURTESY OF
FINANCE & CAD SUPPORT
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SEPT
2007

CPR and DME Systems: Projected 2010 Density Tables

SOO Line Railway including DM&E/IC&E
Year 2010 Estimated Traffic Density Report - By Segment

Segment Code	State	Subdivision	Segment	Miles of Road	Average Tons per Mile of Road	
					Westward / Northward	Eastward/Southward
					Total	Total
1160	IL	C&M	TECHNY -SHERMER	1.0	16,561,831	26,527,024
1160	IL	C&M	BRYN MW-SHERMER	10.1	16,561,831	26,527,024
1440	IL	C&M	RONDOUT-IL/WI B	15.0	17,662,942	27,446,985
1446	IL	C&M	TECHNY -RONDOUT	11.8	16,561,831	26,527,024
1176	IL	C&M	TOW A5- TECHNY	14.9	0	0
1162	IL	CN DET CHIC	IN IL BR-BLUE ISL	10.5	0	0
1182	IL	CONRAIL	DANVILL-IL/IN B	4.2	549,799	917,205
1182	IL	CONRAIL	SANFORD-DANVIL	57.3	0	0
1437	IL	ELGIN	BVILLE-PINGREE	27.2	213,899	287,194
1180	IL	ELGIN	CLEARNG-CALUMET	4.4	587,171	26,116
	IL	ELGIN	IN/IL BRD TO CLEARING	11.7	1,070,234	2,242,140
1160	IL	ELGIN	CRAG JC-CLEARNG	10.6	6,047,719	17,006,465
1160	IL	ELGIN	BVILLE-BRYN MW	2.5	16,575,939	26,506,861
1150	IL	ELGIN	TOW B12-SCHILLR	2.3	541,451	221,225
1174	IL	ELGIN	CRAGIN -TOW A5	1.0	0	0
1174	IL	ELGIN	TOW B12-CRAGIN	6.3	6,231,205	17,269,094
1172	IL	ELGIN	TOW B12-BVILLE	4.5	14,855,739	24,337,389
1160	IL	ELGIN IHB	BROADVIEW -TOW B12	5.3	3,763,690	3,846,052
	IL	ELGIN IHB	BROADVIEW-HAWTHORNE	5.8	1,524,728	1,655,756
1161	IL	ELGIN IHB	BROADVIEW -ARGO	6.9	1,598,766	1,834,807
	IL	ELGIN IHB	BLUE IS-CALUMET	7.0	0	0
1161	IL	ELGIN IHB	BLUE IS-ARGO	19.5	1,025,123	1,183,020
1442	IL	FOX LAKE	FOXL -RONDOUT	11.7	15,436	8,546
1162	IL	IHB	IN/IL -BLUE ISL	8.6	549,799	945,755
1182	IL	LATTA	BLUE IS-DANVILLE	110.7	549,799	917,205
1266	IN	CN DET CHIC	MI IN BR-WELLSBOR	46.1	0	0
1266	IN	CN DET CHIC	WELLSBR -IN IL BR	41.7	0	0
	IN	NS DET CHI	OH/IN BRD TO ELKHART	67.7	555,463	377,937
	IN	NS DET CHI	ELKHART TO PORTER	60.6	555,463	377,937
	IN	NS DET CHI	PORTER TO CP 502	20.6	555,463	377,937
1182	IN	CONRAIL	DEWEY -SANFORD	10.8	0	0
1182	IN	CONRAIL	IN/IL B-GIBSON	96.4	0	0
1260	IN	CSXT	WELLSBO-PINE JCT	35.4	0	0
1266	IN	CSXT	IN/OH -WELLSBOR	103.2	0	0
1252	IN	CSXT	PINE J -IN/MI B	36.7	0	0
	IN	CSXT	CP 502 -IN/MI B	2.7	12,376	95,334
1250	IN	IHB	IL/IN B-GIBSON	3.2	0	0
1250	IN	IHB	GIBSON -PINE JC	2.8	0	0
	IN	IHB	CP 502 TO IN/IL BRD	5.5	1,078,868	1,248,107
	IN	IHB	CP 502 TO GIBSON	2.8	549,799	945,755
	IN	IHB	GIBSON - IN/IL	3.2	549,799	945,755
1184	IN	LATTA	IL/IN B-DEWEY	47.9	549,799	917,205
1455	IN	LATTA	DEWEY-FAYETTE	4.2	1,717,305	548,067
1456	IN	LATTA	BELT JC-DEWEY	6.7	2,291,721	1,506,341
1458	IN	LATTA	LATTA -BELT JC	22.8	1,929,859	2,170,002
1460	IN	LATTA	ELNORA- LATTA	14.2	693,376	1,289,291
1464	IN	LATTA	IN/KY B -ELNORA	38.1	553,830	976,211
1457	IN	LATTA SPR	BELT JC-TERRE H	1.5	0	0
1457	IN	LATTA SPR	M191.7 -BLACKHAWK	1.4	0	0
1463	IN	LATTA SPR	ELNORA -MAYSVIL	5.8	0	0
1466	KY	LATTA	LOUISVI-IN/KY B	1.5	188,457	333,923
1258	MI	CN DET CHIC	LANSING -MI IN BR	106.4	0	0
1258	MI	CN DET CHIC	PTHURON -LANSING	109.6	0	0
	MI	NS DET CHI	DETROIT TO MILAN	33.2	555,463	377,937
	MI	NS DET CHI	MILAN TO MI/OH BRD	43.1	555,463	377,937
1270	MI	CSXT	OH/MI -PLTMOUTH	46.8	0	0
1258	MI	CSXT	PLTMOUTH-DETROIT	24.5	60,195	125,549
1256	MI	CSXT	LANSING-NEWBUFF	179.5	11,933	95,152
1256	MI	CSXT	PLYMOUT-LANSING	62.2	11,204	94,853

Segment Code	State	Subdivision	Segment	Miles of Road	Average Tons per Mile of Road	
					Westward / Northward	Eastward/Southward
					Total	Total
1254	MI	CSXT	IN/MI B-NEW BUF	2.7	12,376	95,334
1200	MN	BEMIDJI	GULLY -BEMIDJI	41.0	0	0
1200	MN	BEMIDJI	PLUMMER-GULLY	23.3	133,986	116,859
1202	MN	BEMIDJI	PLUMMER-THIEF R	16.5	5,500,005	7,895,697
1203	MN	BN DULU-BEM	BEMIDJI TO SCHLEY	139.9	22,832	13,473
1198	MN	BN DULU-BEM	SCHLEY TO MN/WI B	15.8	1,156,939	620,078
1322	MN	BN MPLS-BOY	MPLS -MPL WI/MN	120.2	1,458,928	3,223,967
1237	MN	BN RAIL	SHOREHM-ST PAUL	13.3	1,330,128	27,473,369
1205	MN	DETROIT LAK	PLUMMER-DET LAK	77.0	5,202,088	7,960,982
1208	MN	DETROIT LAK	DET LAK-GLENWOD	93.6	5,156,875	8,007,452
1026	MN	DEVILS LAKE	THIEF R YARD	0.1	0	0
1026	MN	DEVILS LAKE	THIEF R-ND/MN B	48.8	0	0
1025	MN	ELBOW LAKE	GLENWOD-ND/MN B	69.0	12,525,809	24,701,634
1310	MN	MERRIAM P	ST PAUL-FORDSON JCT	4.6	2,009,400	1,271,045
1308	MN	MERRIAM P	FORDSON JCT-MINN TR	4.4	19,492	4,340
1309	MN	MERRIAM P	FORD PLAN-FORDSON JCT	4.4	298,254	305,418
1094	MN	MN&S	MN&S JC-ST LOUIS	8.7	27,351	52,640
1094	MN	MN&S	ST LOUIS-AUTOCLB	9.7	25,274	27,825
1094	MN	MN&S NICOLT	AUTOCLB-NICOLT AV	9.3	0	0
1201	MN	NOYES	THIEF R-NOYES	79.1	5,153,300	6,365,246
1201	MN	NOYES CROSS	NOYES -EMMERSON	0.5	0	0
1237	MN	PAYNESVILLE	WITHROW-CARDIGN	12.0	9,176	40,225
1209	MN	PAYNESVILLE	BROOTEN-GLENWOD	16.2	16,977,530	32,430,061
1230	MN	PAYNESVILLE	MN&S JC-BROOTEN	96.5	17,099,203	32,402,399
1220	MN	PAYNESVILLE	CAMDEN -MN & S	4.1	17,330,450	32,086,976
1232	MN	PAYNESVILLE	SHOREHM-CAMDEN	2.1	21,130,347	32,242,136
1234	MN	PAYNESVILLE	CARDIGN-SHOREHM	13.6	19,036,597	5,310,631
1229	MN	PAYNESVILLE	WITHROW-MN/WI B	15.3	7,335	39,072
1231	MN	PAYNSV CAMD	CAMDEM -4TH AV	3.0	721	2,341
1311	MN	RIVER	ST.PAUL-NEWPORT	4.9	18,153,447	36,046,539
1312	MN	RIVER	NEWPORT-RIVER J	117.5	18,298,306	36,071,296
1305	MN	ROSEMOUNT U	FORDS J-CLIFF	1.7	1,685,176	946,538
1330	MN	ROSEMOUNT U	CARGILL/SAVAGE-CLIFF	14.2	1,685,176	952,216
0	MN	MERRIAM P	NORTHFIELD-ROSEMONT	28.3	468,623	1,010,166
0	MN	MERRIAM P	ROSEMONT-JCT SWI	10.1	545,733	1,286,889
0	MN	MERRIAM P	ROSEMOUNT-RADIO	4.7	0	0
0	MN	MERRIAM P	ST PAUL-ROSEPORT	16.0	0	0
	MN	MERRIAM P	JCT SWI-ST PAUL	10.5	3,118,769	1,287,090
	MN	MERRIAM P	SWITCH JCT TO ROSEPORT	5.5	2,573,036	202
1092	MN	SAVAGE SPUR	PORT CA-NORTHFI	15.3	0	0
1302	MN	SHAKOPE SPU	PT CARG-SHAKOPE	3.5	1,685,176	952,216
1320	MN	ST PAUL Y	STP STAT-BAYPORT	24.4	0	0
1235	MN	STPAUL Y	CARDIGN-STPAU J	6.1	10,823	24,724,560
1314	MN	TOMAH	RIVER J-MN/WI B	1.4	18,878,216	36,445,217
1092	MN	UP	ST PAUL-SAVAGE	20.5	0	0
1007	ND	BISBEE	FORDVIL-ROLETTE	106.1	0	0
1005	ND	BISBEE	ROLETTE-KENMARE	110.7	0	0
1028	ND	CARRINGTON	HARVEY -ENDERLI	139.2	15,490,588	23,988,468
1014	ND	DEVILS LAKE	ND/MN B-FORDVIL	34.0	0	0
1013	ND	DEVILS LAKE	FORDVIL-BAKER	82.4	0	0
1031	ND	DMVW	WASHBUR-MAX	49.0	0	0
1011	ND	NEWTOWN	MAX -DRAKE	48.2	1,023,438	1,037,587

Segment Code	State	Subdivision	Segment	Miles of Road	Average Tons per Mile of Road	
					Westward / Northward	Eastward/Southward
					Total	Total
1033	ND	DMVW	HANKINS-OAKES	59.0	0	0
1029	ND	ELBOW LAKE	HANKINS-ENDERLI	51.7	14,697,487	24,618,271
1019	ND	ELBOW LAKE	VEBLENJ-HANKINS	10.0	13,402,545	24,853,002
1022	ND	ELBOW LAKE	ND/MN B-VEBLENJ	6.3	13,175,905	24,779,568
1010	ND	NEWTOWN	MAX -PRAIR J	31.6	207,720	643,729
1008	ND	NEWTOWN	PRAIR J-NEW TWN	31.1	100,556	280,508
1009	ND	NEWTOWN	PRAIR J-PLAZA	3.8	30,023	93,009
1003	ND	PORTAL	PORTAL -FLAXTON	8.5	16,992,255	21,712,776
1004	ND	PORTAL	FLAXTON-KENMARE	21.7	16,928,987	22,321,006
1012	ND	PORTAL	KENMARE-DRAKE	99.3	16,367,478	22,561,286
1027	ND	PORTAL	DRAKE -HARVEY	23.0	16,129,514	23,638,703
1021	ND	VEBLEN	VEBLENJ-SD/ND B	8.7	292,845	177,033
	OH	NS DET CHI	MI/OH BRD TO MONTPELIER	17.0	555,463	377,937
	OH	NS DET CHI	MONTPELIER TO OH/IN BRD	11.9	555,463	377,937
1268	OH	CSXT	OH/MI - IN/OH	98.0	0	0
1023	SD	VEBLEN	SD/ND B-VEBLEN	24.3	38,008	22,713
2002	WI	BN DULU-BEM	MN/WI B - SUPERIOR	1.7	862,325	741,171
2003	WI	BN DULU-BEM	WI/MN B - DULUTH	7.5	923,270	820,266
2003	WI	BN DULU-BEM	SAUNDERS-JCTN 27	1.7	1,610,124	3,312,456
2003	WI	BN DULU-BEM	CENTRAL-SAUNDERS	1.8	1,610,124	3,298,037
1214	WI	BN DULU-BEM	SUP12 -CENTRAL	4.4	1,610,124	3,298,037
1215	WI	BN DULU-BEM	SUPEROR-SUPR 12	2.6	1,610,124	3,298,037
1215	WI	BN DULU-BEM	MN/WI BDR-JCTN 27	11.1	1,458,928	3,223,967
1215	WI	BN DULU-BEM	MN/WI B-JCTN 27	8.8	151,196	78,250
1199	WI	BN MPLS-BOY	BOYLST-MPL WI/MN	15.0	0	0
1380	WI	C&M	MILWAUK-STURTEV	23.6	17,630,061	27,857,740
1382	WI	C&M	IL/WI B-STURTEV	14.5	17,681,934	27,744,145
1387	WI	C&M SPUR	BURLINGTON-STURTEVANT	10.5	4,239	13,251
1386	WI	C&M SPUR	WAXDALE-STURTEV	1.4	16,097	224,892
	WI	BAYVIEW SPUR	BAY VIEW J-JONES ISL	1.4	666,974	398,339
1360	WI	M&P	PORTA J-MADISON	33.4	294,912	2,075,004
1359	WI	MILWY	GRAND A-MILW YARD	3.0	17,118,401	27,353,227
1228	WI	PAYNESVILLE	DRESSER-MN/WI B	8.8	7,335	39,072
1344	WI	TOMAH	MN/WI B-LA CROS	2.4	18,878,216	36,445,217
1346	WI	TOMAH	LA CROS-NEW LIS	60.0	17,755,969	35,220,639
1348	WI	TOMAH	NEW LIS-PORTAGE	43.0	17,449,924	33,572,642
1368	WI	TOMAH	NEW LIS-WEST SPUR	83.5	1,614,949	334,642
1362	WI	WATERLOO	MADISON-SUN PRA	14.1	0	1,031
1363	WI	WATERLOO	SUN PRA-WATERTN	11.3	0	1,031
1348	WI	WATERTOWN	PORTA J-PORTAGE	1.2	18,725,271	34,858,729
1350	WI	WATERTOWN	PORTA J-WATERTN	45.8	17,266,277	27,988,371
1352	WI	WATERTOWN	WATERTN-DUPLAIN	29.1	17,060,979	27,795,507
1354	WI	WATERTOWN	DUPLAIN-BROOKFI	2.7	17,109,352	27,336,683
1358	WI	WATERTOWN	BROOKFI-GRAND A	11.0	17,109,401	27,336,731
1358	WI	WATERTOWN	NORTH MILW-GRAND AVE	7.0	0	3,714
GRAND TOTAL/AVERAGE				4,426.7	4,166,628	7,027,256

Segment	Miles of Road	Average Tons per Mile of Road	
		Westward / Northward Total	Eastward/Southward Total
SUMMARY BY STATE			
State	Miles of Road	Average Tons per Mile of Road	
		Westward / Northward Total	Eastward/Southward Total
IL	370.80	2,712,850	4,579,364
IN	682.00	316,458	337,797
KY	1.50	188,457	333,923
MI	608.00	76,857	90,707
MN	1,226.60	5,819,500	10,672,691
ND	924.30	6,169,998	9,250,808
OH	126.90	126,500	86,071
SD	24.30	38,008	22,713
WI	462.30	9,339,280	16,159,159
Grand Total	4,426.70	4,166,628	7,027,256

SOO Line Railway including DM&E/IC&E
Year 2010 Estimated Traffic Density Report - By Subdivision

SUMMARY BY SUBDIVISION

Subdivision	Miles of Road	Average Tons per Mile of Road	
		Westward / Northward	Eastward/Southward
		Total	Total
BAYVIEW SPUR	1.40	666,974	398,339
BEMIDJI	80.80	1,161,782	1,646,062
BISBEE	216.80	-	-
BN DULU-BEM	195.30	329,212	461,969
BN MPLS-BOY	135.20	1,297,064	2,866,278
BN RAIL	13.30	1,330,128	27,473,369
C&M	90.90	14,484,791	22,870,257
C&M SPUR	11.90	5,634	38,150
CARRINGTON	139.20	15,490,588	23,988,468
CN DET CHIC	314.30	-	-
CONRAIL	168.70	13,688	22,835
CSXT	591.70	7,403	44,905
DETROIT LAK	170.60	5,177,282	7,986,478
DEVILS LAKE	165.30	-	-
DMVW	108.00	-	-
ELBOW LAKE	137.00	13,439,230	24,684,808
ELGIN	70.50	3,316,621	7,085,357
ELGIN IHB	44.50	1,344,098	1,476,775
FOX LAKE	11.70	15,436	8,546
IHB	26.10	534,898	792,054
LATTA	246.10	751,709	1,070,059
LATTA SPR	8.70	-	-
M&P	33.40	294,912	2,075,004
MERRIAM P	88.50	862,306	704,074
MILWY	3.00	17,118,401	27,353,227
MN&S	18.40	26,256	39,558
MN&S NICOLT	9.30	-	-
NEWTOWN	114.70	515,563	692,509
NOYES	79.10	5,153,300	6,365,246
NOYES CROSS	0.50	-	-
NS DET CHI	254.10	555,463	377,937
PAYNESVILLE	168.60	13,640,108	23,280,619
PAYNSV CAMD	3.00	721	2,341
PORTAL	152.50	16,446,312	22,642,297
RIVER	122.40	18,292,507	36,070,305
ROSEMOUNT U	15.90	1,685,176	951,609
SAVAGE SPUR	15.30	-	-
SHAKOPE SPU	3.50	1,685,176	952,216
ST PAUL Y	24.40	-	-
STPAUL Y	6.10	10,823	24,724,560
TOMAH	190.30	10,626,854	19,565,404
UP	20.50	-	-
VEBLEN	33.00	105,192	63,397
WATERLOO	25.40	-	1,031
WATERTOWN	96.80	15,951,849	25,899,651
Grand Total	4,426.70	4,166,628	7,027,256

SOO Line Railway including DM&E/IC&E
Estimated Year 2010 Gross Ton Miles - By Segment

Segment Code	State	Subdivision	Segment	Miles of Road	Gross Ton Miles	
					Westward / Northward Total	Eastward/Southward Total
1160	IL	C&M	TECHNY -SHERMER	1.0	16,561,831	26,527,024
1160	IL	C&M	BRYN MW-SHERMER	10.1	167,274,492	267,922,944
1440	IL	C&M	RONDOUT-IL/WI B	15.0	264,944,135	411,704,777
1446	IL	C&M	TECHNY -RONDOUT	11.8	195,429,605	313,018,885
1176	IL	C&M	TOW A5- TECHNY	14.9	0	0
1162	IL	CN DET CHIC	IN IL BR-BLUE ISL	10.5	0	0
1182	IL	CONRAIL	DANVILL-IL/IN B	4.2	2,309,155	3,852,261
1182	IL	CONRAIL	SANFORD-DANVIL	57.3	0	0
1437	IL	ELGIN	BVILLE-PINGREE	27.2	5,818,058	7,811,684
1180	IL	ELGIN	CLEARNG-CALUMET	4.4	2,583,552	114,911
	IL	ELGIN	IN/IL BRD TO CLEARIN(	11.7	12,521,735	26,233,032
1160	IL	ELGIN	CRAG JC-CLEARNG	10.6	64,105,825	180,268,531
1160	IL	ELGIN	BVILLE-BRYN MW	2.5	41,439,847	66,267,153
1150	IL	ELGIN	TOW B12-SCHILLR	2.3	1,245,337	508,818
1174	IL	ELGIN	CRAGIN -TOW A5	1.0	0	0
1174	IL	ELGIN	TOW B12-CRAGIN	6.3	39,256,594	108,795,293
1172	IL	ELGIN	TOW B12-BVILLE	4.5	66,850,824	109,518,250
1160	IL	ELGIN IHB	BROADVIEW -TOW B12	5.3	19,947,559	20,384,075
	IL	ELGIN IHB	BROADVIEW-HAWTHOR	5.8	8,843,425	9,603,386
1161	IL	ELGIN IHB	BROADVIEW -ARGO	6.9	11,031,483	12,660,165
	IL	ELGIN IHB	BLUE IS-CALUMET	7.0	0	0
1161	IL	ELGIN IHB	BLUE IS-ARGO	19.5	19,989,897	23,068,880
1442	IL	FOX LAKE	FOXL -RONDOUT	11.7	180,605	99,989
1162	IL	IHB	IN/IL -BLUE ISL	8.6	4,728,269	8,133,494
1182	IL	LATTA	BLUE IS-DANVILLE	110.7	60,862,715	101,534,602
1266	IN	CN DET CHIC	MI IN BR-WELLSBOR	46.1	0	0
1266	IN	CN DET CHIC	WELLSBR -IN IL BR	41.7	0	0
	IN	NS DET CHI	OH/IN BRD TO ELKHAR	67.7	37,604,834	25,586,348
	IN	NS DET CHI	ELKHART TO PORTER	60.6	33,661,048	22,902,994
	IN	NS DET CHI	PORTER TO CP 502	20.6	11,442,534	7,785,506
1182	IN	CONRAIL	DEWEY -SANFORD	10.8	0	0
1182	IN	CONRAIL	IN/IL B-GIBSON	96.4	0	0
1260	IN	CSXT	WELLSBO-PINE JCT	35.4	0	0
1266	IN	CSXT	IN/OH -WELLSBOR	103.2	0	0
1252	IN	CSXT	PINE J -IN/MI B	36.7	0	0
	IN	CSXT	CP 502 -IN/MI B	2.7	33,415	257,402
1250	IN	IHB	IL/IN B-GIBSON	3.2	0	0
1250	IN	IHB	GIBSON -PINE JC	2.8	0	0
	IN	IHB	CP 502 TO IN/IL BRD	5.5	5,933,772	6,864,591
	IN	IHB	CP 502 TO GIBSON	2.8	1,539,436	2,648,114
	IN	IHB	GIBSON - IN/IL	3.2	1,759,356	3,026,416
1184	IN	LATTA	IL/IN B-DEWEY	47.9	26,335,357	43,934,123
1455	IN	LATTA	DEWEY-FAYETTE	4.2	7,212,680	2,301,880
1456	IN	LATTA	BELT JC-DEWEY	6.7	15,354,532	10,092,482
1458	IN	LATTA	LATTA -BELT JC	22.8	44,000,779	49,476,045
1460	IN	LATTA	ELNORA- LATTA	14.2	9,845,933	18,307,938
1464	IN	LATTA	IN/KY B -ELNORA	38.1	21,100,904	37,193,652
1457	IN	LATTA SPR	BELT JC-TERRE H	1.5	0	0
1457	IN	LATTA SPR	M191.7 -BLACKHAWK	1.4	0	0

1463	IN	LATTA SPR	ELNORA -MAYSVIL	5.8	0	0
1466	KY	LATTA	LOUISVI-IN/KY B	1.5	282,686	500,884
1258	MI	CN DET CHIC	LANSING -MI IN BR	106.4	0	0
1258	MI	CN DET CHIC	PTHURON -LANSING	109.6	0	0
	MI	NS DET CHI	DETROIT TO MILAN	33.2	18,441,366	12,547,515
	MI	NS DET CHI	MILAN TO MI/OH BRD	43.1	23,940,448	16,289,093
1270	MI	CSXT	OH/MI -PLTMOUTH	46.8	0	0
1258	MI	CSXT	PLTMOUTH-DETROIT	24.5	1,474,775	3,075,940
1256	MI	CSXT	LANSING-NEWBUFF	179.5	2,142,000	17,079,857
1256	MI	CSXT	PLYMOUT-LANSING	62.2	696,878	5,899,879
1254	MI	CSXT	IN/MI B-NEW BUF	2.7	33,415	257,402
1200	MN	BEMIDJI	GULLY -BEMIDJI	41.0	0	0
1200	MN	BEMIDJI	PLUMMER-GULLY	23.3	3,121,871	2,722,822
1202	MN	BEMIDJI	PLUMMER-THIEF R	16.5	90,750,088	130,279,001
1203	MN	BN DULU-BEM	BEMIDJI TO SCHLEY	139.9	3,194,129	1,884,815
1198	MN	BN DULU-BEM	SCHLEY TO MN/WI B	15.8	18,279,634	9,797,234
1322	MN	BN MPLS-BOY	MPLS -MPL WI/MN	120.2	175,363,099	387,520,798
1237	MN	BN RAIL	SHOREHM-ST PAUL	13.3	17,690,702	365,395,809
1205	MN	DETROIT LAK	PLUMMER-DET LAK	77.0	400,560,765	612,995,604
1208	MN	DETROIT LAK	DET LAK-GLENWOD	93.6	482,683,486	749,497,517
1026	MN	DEVILS LAKE	THIEF R YARD	0.1	0	0
1026	MN	DEVILS LAKE	THIEF R-ND/MN B	48.8	0	0
1025	MN	ELBOW LAKE	GLENWOD-ND/MN B	69.0	864,280,802	1,704,412,769
1310	MN	MERRIAM P	ST PAUL-FORDSON JCT	4.6	9,243,242	5,846,808
1308	MN	MERRIAM P	FORDSON JCT-MINN TR	4.4	85,763	19,094
1309	MN	MERRIAM P	FORD PLAN-FORDSON J	4.4	1,312,318	1,343,837
1094	MN	MN&S	MN&S JC-ST LOUIS	8.7	237,950	457,966
1094	MN	MN&S	ST LOUIS-AUTOCLB	9.7	245,156	269,899
1094	MN	MN&S NICOLT	AUTOCLB-NICOLT AV	9.3	0	0
1201	MN	NOYES	THIEF R-NOYES	79.1	407,625,998	503,490,970
1201	MN	NOYES CROSS	NOYES -EMMERSON	0.5	0	0
1237	MN	PAYNESVILLE	WITHROW-CARDIGN	12.0	110,107	482,697
1209	MN	PAYNESVILLE	BROOTEN-GLENWOD	16.2	275,035,980	525,366,993
1230	MN	PAYNESVILLE	MN&S JC-BROOTEN	96.5	1,650,073,104	3,126,831,465
1220	MN	PAYNESVILLE	CAMDEN -MN & S	4.1	71,054,847	131,556,602
1232	MN	PAYNESVILLE	SHOREHM-CAMDEN	2.1	44,373,729	67,708,487
1234	MN	PAYNESVILLE	CARDIGN-SHOREHM	13.6	258,897,725	72,224,575
1229	MN	PAYNESVILLE	WITHROW-MN/WI B	15.3	112,228	597,796
1231	MN	PAYNSV CAMD	CAMDEM -4TH AV	3.0	2,164	7,022
1311	MN	RIVER	ST.PAUL-NEWPORT	4.9	88,951,891	176,628,039
1312	MN	RIVER	NEWPORT-RIVER J	117.5	2,150,050,998	4,238,377,237
1305	MN	ROSEMOUNT U	FORDS J-CLIFF	1.7	2,864,800	1,609,114
1330	MN	ROSEMOUNT U	CARGILL/SAVAGE-CLIFI	14.2	23,929,505	13,521,461
0	MN	MERRIAM P	NORTHFIELD-ROSEMOI	28.3	13,262,042	28,587,702
0	MN	MERRIAM P	ROSEMONT-JCT SWI	10.1	5,511,903	12,997,575
0	MN	MERRIAM P	ROSEMOUNT-RADIO	4.7	0	0
0	MN	MERRIAM P	ST PAUL-ROSEPORT	16.0	0	0
	MN	MERRIAM P	JCT SWI-ST PAUL	10.5	32,747,077	13,514,448
	MN	MERRIAM P	SWITCH JCT TO ROSEP(	5.5	14,151,699	1,109
1092	MN	SAVAGE SPUR	PORT CA-NORTHFI	15.3	0	0
1302	MN	SHAKOPE SPU	PT CARG-SHAKOPE	3.5	5,898,117	3,332,755
1320	MN	ST PAUL Y	STP STAT-BAYPORT	24.4	0	0
1235	MN	STPAUL Y	CARDIGN-STPAU J	6.1	66,020	150,819,815
1314	MN	TOMAH	RIVER J-MN/WI B	1.4	26,429,503	51,023,304
1092	MN	UP	ST PAUL-SAVAGE	20.5	0	0
1007	ND	BISBEE	FORDVIL-ROLETTE	106.1	0	0
1005	ND	BISBEE	ROLETTE-KENMARE	110.7	0	0
1028	ND	CARRINGTON	HARVEY -ENDERLI	139.2	2,156,289,816	3,339,194,797
1014	ND	DEVILS LAKE	ND/MN B-FORDVIL	34.0	0	0
1013	ND	DEVILS LAKE	FORDVIL-BAKER	82.4	0	0

1031	ND	DMVW	WASHBUR-MAX	49.0	0	0
1011	ND	NEWTOWN	MAX -DRAKE	48.2	49,329,732	50,011,717
1033	ND	DMVW	HANKINS-OAKES	59.0	0	0
1029	ND	ELBOW LAKE	HANKINS-ENDERLI	51.7	759,860,088	1,272,764,585
1019	ND	ELBOW LAKE	VEBLENJ-HANKINS	10.0	134,025,452	248,530,023
1022	ND	ELBOW LAKE	ND/MN B-VEBLENJ	6.3	83,008,200	156,111,277
1010	ND	NEWTOWN	MAX -PRAIR J	31.6	6,563,949	20,341,850
1008	ND	NEWTOWN	PRAIR J-NEW TWN	31.1	3,127,286	8,723,799
1009	ND	NEWTOWN	PRAIR J-PLAZA	3.8	114,087	353,436
1003	ND	PORTAL	PORTAL -FLAXTON	8.5	144,434,169	184,558,600
1004	ND	PORTAL	FLAXTON-KENMARE	21.7	367,359,010	484,365,825
1012	ND	PORTAL	KENMARE-DRAKE	99.3	1,625,290,606	2,240,335,669
1027	ND	PORTAL	DRAKE -HARVEY	23.0	370,978,823	543,690,161
1021	ND	VEBLEN	VEBLENJ-SD/ND B	8.7	2,547,754	1,540,189
	OH	NS DET CHI	MI/OH BRD TO MONTPE	17.0	9,442,868	6,424,932
	OH	NS DET CHI	MONTPELIER TO OH/IN	11.9	6,610,008	4,497,453
1268	OH	CSXT	OH/MI - IN/OH	98.0	0	0
1023	SD	VEBLEN	SD/ND B-VEBLEN	24.3	923,590	551,927
2002	WI	BN DULU-BEM	MN/WI B - SUPERIOR	1.7	1,465,952	1,259,991
2003	WI	BN DULU-BEM	WI/MN B - DULUTH	7.5	6,924,525	6,151,995
2003	WI	BN DULU-BEM	SAUNDERS-JCTN 27	1.7	2,737,211	5,631,175
2003	WI	BN DULU-BEM	CENTRAL-SAUNDERS	1.8	2,898,223	5,936,467
1214	WI	BN DULU-BEM	SUP12 -CENTRAL	4.4	7,084,545	14,511,364
1215	WI	BN DULU-BEM	SUPEROR-SUPR 12	2.6	4,186,322	8,574,897
1215	WI	BN DULU-BEM	MN/WI BDR-JCTN 27	11.1	16,194,096	35,786,030
1215	WI	BN DULU-BEM	MN/WI B-JCTN 27	8.8	1,330,528	688,604
1199	WI	BN MPLS-BOY	BOYLST-MPL WI/MN	15.0	0	0
1380	WI	C&M	MILWAUK-STURTEV	23.6	416,069,428	657,442,656
1382	WI	C&M	IL/WI B-STURTEV	14.5	256,388,038	402,290,105
1387	WI	C&M SPUR	BURLINGTON-STURTEV	10.5	44,507	139,138
1386	WI	C&M SPUR	WAXDALE-STURTEV	1.4	22,536	314,849
	WI	BAYVIEW SPUR	BAY VIEW J-JONES ISL	1.4	933,764	557,675
1360	WI	M&P	PORTA J-MADISON	33.4	9,850,070	69,305,142
1359	WI	MILWY	GRAND A-MILW YARD	3.0	51,355,203	82,059,681
1228	WI	PAYNESVILLE	DRESSER-MN/WI B	8.8	64,549	343,830
1344	WI	TOMAH	MN/WI B-LA CROS	2.4	45,307,719	87,468,521
1346	WI	TOMAH	LA CROS-NEW LIS	60.0	1,065,358,128	2,113,238,327
1348	WI	TOMAH	NEW LIS-PORTAGE	43.0	750,346,749	1,443,623,600
1368	WI	TOMAH	NEW LIS-WEST SPUR	83.5	134,848,250	27,942,602
1362	WI	WATERLOO	MADISON-SUN PRA	14.1	0	14,543
1363	WI	WATERLOO	SUN PRA-WATERTN	11.3	0	11,655
1348	WI	WATERTOWN	PORTA J-PORTAGE	1.2	22,470,325	41,830,474
1350	WI	WATERTOWN	PORTA J-WATERTN	45.8	790,795,507	1,281,867,410
1352	WI	WATERTOWN	WATERTN-DUPLAIN	29.1	496,474,494	808,849,268
1354	WI	WATERTOWN	DUPLAIN-BROOKFI	2.7	46,195,252	73,809,044
1358	WI	WATERTOWN	BROOKFI-GRAND A	11.0	188,203,409	300,704,046
1358	WI	WATERTOWN	NORTH MILW-GRAND A	7.0	0	26,000
GRAND TOTAL				4,426.7	18,444,414,306	31,107,554,685

SUMMARY BY STATE

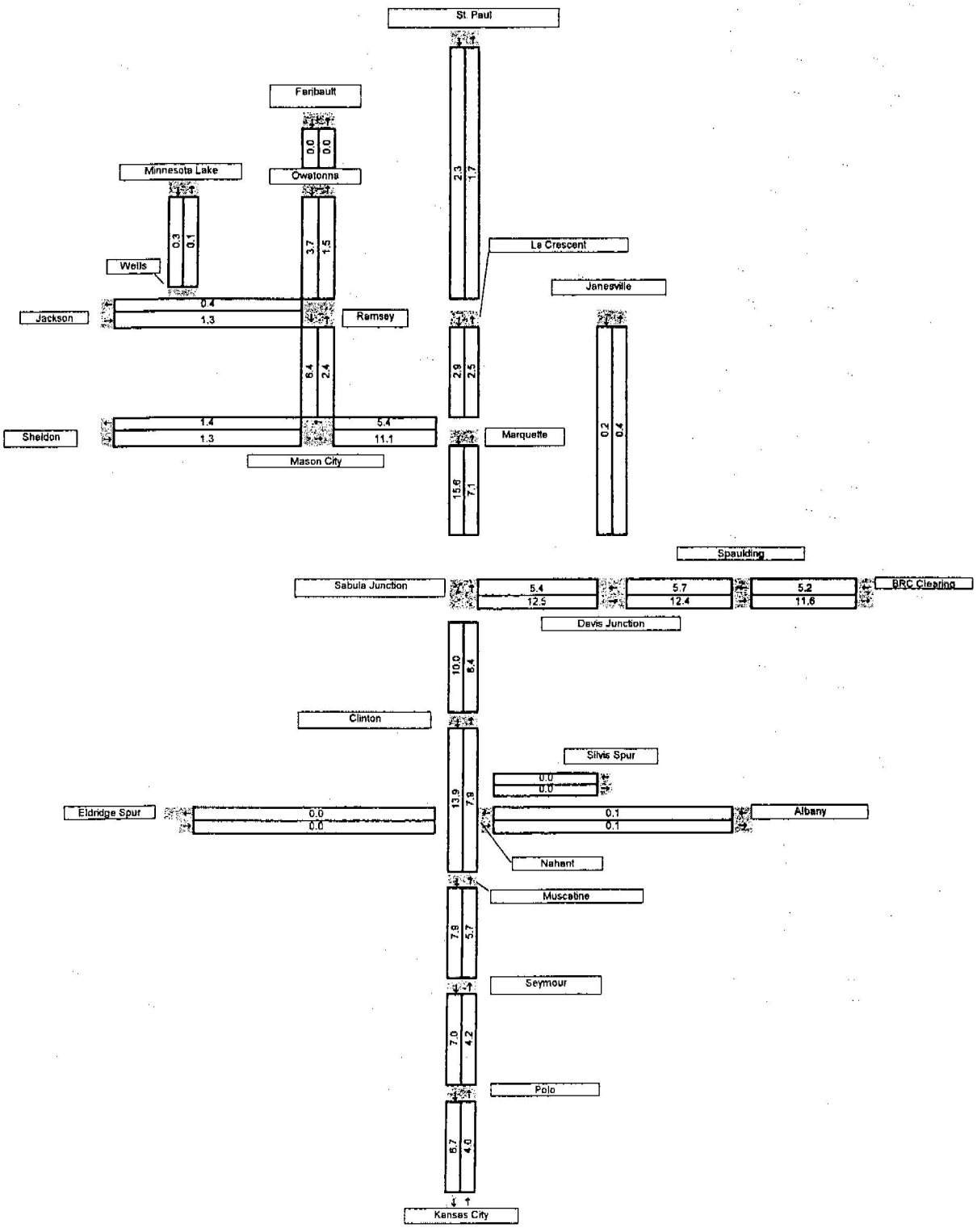
State	Miles of Road	Gross Ton Miles	
		Westward / Northward Total	Eastward/Southward Total
IL	370.80	1,005,924,944	1,698,028,155
IN	682.00	215,824,581	230,377,491
KY	1.50	282,686	500,884
MI	608.00	46,728,882	55,149,684
MN	1,226.60	7,138,198,441	13,091,123,139
ND	924.30	5,702,928,973	8,550,521,928
OH	126.90	16,052,876	10,922,385
SD	24.30	923,590	551,927
WI	462.30	4,317,549,332	7,470,379,092
Grand Total	4,426.70	18,444,414,306	31,107,554,685

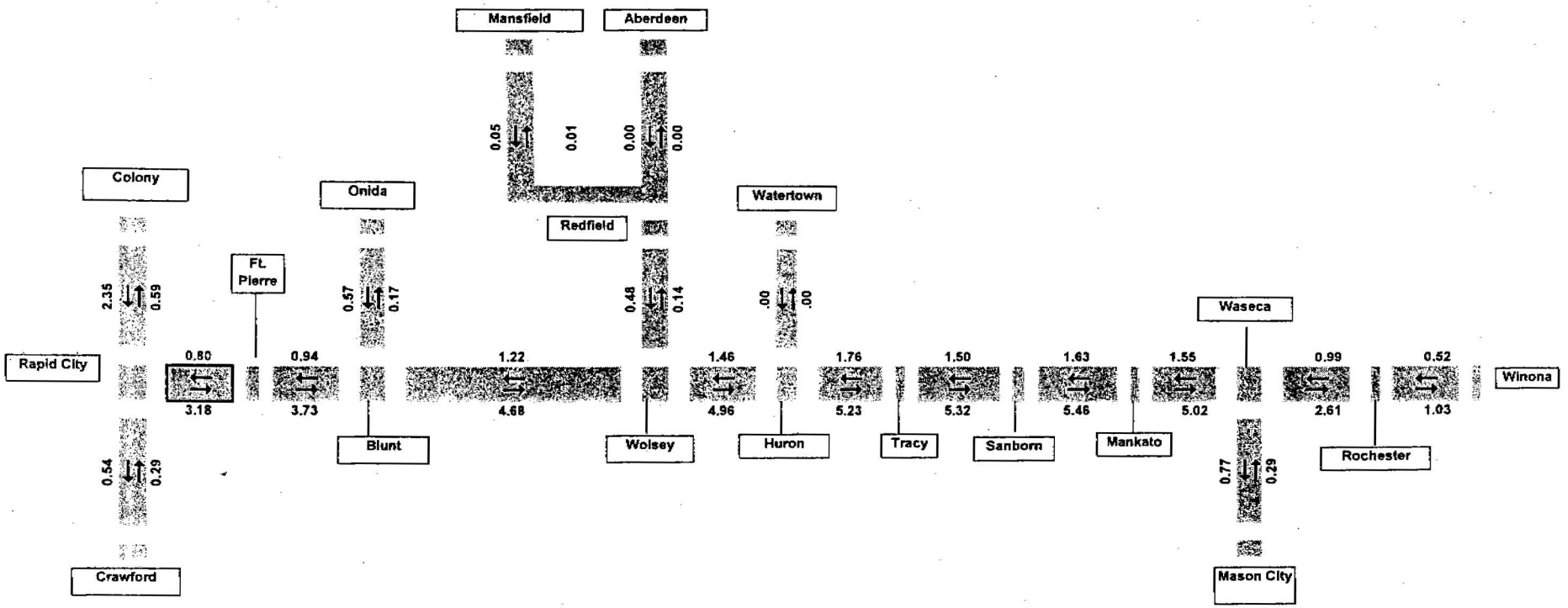
SUMMARY BY SUBDIVISION

Subdivision	Miles of Road	Gross Ton Miles Westward / Northward Total	Gross Ton Miles Eastward/Southward Total
BAYVIEW SPUR	1.40	933,764	557,675
BEMIDJI	80.80	93,871,959	133,001,824
BISBEE	216.80	-	-
BN DULU-BEM	195.30	64,295,166	90,222,573
BN MPLS-BOY	135.20	175,363,099	387,520,798
BN RAIL	13.30	17,690,702	365,395,809
C&M	90.90	1,316,667,529	2,078,906,390
C&M SPUR	11.90	67,043	453,987
CARRINGTON	139.20	2,156,289,816	3,339,194,797
CN DET CHIC	314.30	-	-
CONRAIL	168.70	2,309,155	3,852,261
CSXT	591.70	4,380,483	26,570,478
DETROIT LAK	170.60	883,244,251	1,362,493,121
DEVILS LAKE	165.30	-	-
DMVW	108.00	-	-
ELBOW LAKE	137.00	1,841,174,543	3,381,818,654
ELGIN	70.50	233,821,774	499,517,673
ELGIN IHB	44.50	59,812,364	65,716,507
FOX LAKE	11.70	180,605	99,989
IHB	26.10	13,960,833	20,672,615
LATTA	246.10	184,995,587	263,341,606
LATTA SPR	8.70	-	-
M&P	33.40	9,850,070	69,305,142
MERRIAM P	88.50	76,314,045	62,310,575
MILWY	3.00	51,355,203	82,059,681
MN&S	18.40	483,106	727,865
MN&S NICOLT	9.30	-	-
NEWTOWN	114.70	59,135,054	79,430,802
NOYES	79.10	407,625,998	503,490,970
NOYES CROSS	0.50	-	-
NS DET CHI	254.10	141,143,107	96,033,840
PAYNESVILLE	168.60	2,299,722,269	3,925,112,444
PAYNSV CAMD	3.00	2,164	7,022
PORTAL	152.50	2,508,062,608	3,452,950,255
RIVER	122.40	2,239,002,888	4,415,005,276
ROSEMOUNT U	15.90	26,794,305	15,130,575
SAVAGE SPUR	15.30	-	-
SHAKOPE SPU	3.50	5,898,117	3,332,755
ST PAUL Y	24.40	-	-
STPAUL Y	6.10	66,020	150,819,815
TOMAH	190.30	2,022,290,349	3,723,296,353
UP	20.50	-	-
VEBLEN	33.00	3,471,344	2,092,116
WATERLOO	25.40	-	26,198
WATERTOWN	96.80	1,544,138,987	2,507,086,243
Grand Total	4,426.70	18,444,414,306	31,107,554,685

DME 2010 Projected Density Charts

IC&E RAILROAD CORPORATION
ICE Projections
ESTIMATED 2010 FREIGHT DENSITY MAP SHOWN IN
MILLION GROSS TONS PER MILE





DM&E RAILROAD CORPORATION

ESTIMATED 2010 FREIGHT DENSITY MAP SHOWN IN
REVENUE
Million Gross Tons per Mile
NO SCALE

CERTIFICATE OF SERVICE

I hereby certify that I have caused the foregoing Application by Canadian Pacific Railway Company, et al. and Dakota Minnesota and Eastern Railroad Corporation, et al. for Approval of CPR's Acquisition of Control Over DM&E to be served by first class mail, postage pre-paid, this 5th day of October 2007, on the persons listed in 49 CFR § 1180.4(c)(5) as follows:

Secretary of Transportation
Docket Clerk, Office of Chief Counsel
Federal Railroad Administration
Washington, D.C. 20590

Attorney General of the United States
U.S. Department of Justice
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Washington, D.C. 20530-0001

Federal Trade Commission
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The Governor, Public Service Commission and Department of Transportation of the States of Delaware, Idaho, Illinois, Indiana, Iowa, , Michigan, Minnesota, Missouri, Montana, Nebraska, New Jersey, New York, North Dakota, Pennsylvania, South Dakota, Virginia, Wisconsin, Wyoming.

Terence M. Hynes

BEFORE THE
SURFACE TRANSPORTATION BOARD

Canadian Pacific Railway Company, *et al.* – Control – Dakota, Minnesota & Eastern Railroad Corp., *et al.*	)	Finance Docket No. 35081

APPLICATION BY CANADIAN PACIFIC RAILWAY COMPANY, *ET AL* FOR APPROVAL OF CONTROL OF DAKOTA, MINNESOTA AND EASTERN RAILROAD CORPORATION, *ET AL*

VOLUME II
VERIFIED STATEMENTS OF APPLICANT WITNESSES AND SHIPPERS

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Counsel for Canadian Pacific Railway Company

Dated: October 5, 2007

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WITNESS:

FRED GREEN
President and Chief Executive Officer of Canadian Pacific Railway

KEVIN V. SCHIEFFER
President and Chief Executive Officer of Dakota, Minnesota & Eastern Railroad Corporation

RAY FOOT
Vice President-Marketing & Sales (Merchandise) of Canadian Pacific Railway Company

VERN GRAHAM
Vice President - Engineering of Canadian Pacific Railway Company

CATHRYN FRANKENBERG
Assistant Vice President Human Resources and Labor Relations, U.S. of Canadian Pacific Railway Company

JOHN WILLIAMS
The Woodside Consulting Group, Inc.

SHIPPERS:

CHS, Inc. (Dan Mack) 1
Dakota Mill & Grain, Inc. (Ron Mitzel 4
GCC Dacotah (Daniel W. Baker) 6
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BEFORE THE
SURFACE TRANSPORTATION BOARD

Canadian Pacific Railway Company, *et al.* – Control – Dakota, Minnesota & Eastern Railroad Corp. *et al.*	)	Finance Docket No. 35081

VERIFIED STATEMENT OF FRED GREEN

My name is Fred Green. I am President and Chief Executive Officer of Canadian Pacific Railway Company ("CPR"). My business address is Gulf Canada Square, 401 9th Avenue S.W., Calgary, Alberta, T2P 4Z4, Canada. I was appointed President of CPR in November 2005 and CEO in May 2006. I began my career with CPR as a Marketing Analyst in 1978. Prior to assuming my current position, I held a variety of senior management positions with increasing responsibility across the CPR system, including Vice President - Intermodal Freight, Vice President - Marketing, Senior Vice President - Marketing & Sales, Executive Vice President-Operations & Marketing and Executive Vice President & Chief Operating Officer. I earned a Bachelor of Commerce degree from Concordia University in Montreal.

The purpose of this Verified Statement is to explain the considerations that motivated CPR to seek to acquire the Dakota, Minnesota and Eastern Railroad Corporation ("DM&E") and its railroad subsidiary, Iowa, Chicago & Eastern Railroad Corporation ("IC&E"). (For convenience, I will refer to DM&E and IC&E collectively as "DME".) I will also provide a general overview of the benefits that CPR anticipates the transaction will generate for DME, CPR and its shareholders, our customers, employees and the communities that we serve. (The benefits of the transaction are described in greater detail by other Applicant witnesses.)

During the past decade, CPR has focused primarily on growing our business within the geographic boundaries of our existing rail network. We conceived and implemented an Integrated Operating Plan ("IOP") that enabled us to increase train velocity, streamline yard operations, improve asset utilization and deliver more consistent service to our customers. We have invested more than $800 million (US) over the past ten years to acquire 465 state-of-the-art AC locomotives to handle increasing freight volumes in longer, heavier trains over the challenging terrain in which the busiest segment of CPR's network is located. We redoubled our efforts to improve the safety of our operations, with impressive results. Between 1996 and 2006, CPR's train accident rate declined by 70 percent – in seven of those years, we had the lowest overall train accident rate in North America. In 2006, CPR achieved its lowest train accident rate ever, leading the industry with a rate of 1.52 FRA reportable accidents per million train miles. CPR's personal injury rate also declined by 70 percent – the fastest rate of improvement in the rail industry – during that period. CPR's relentless pursuit of "execution excellence" in every aspect of our business has resulted in more efficient and reliable rail service for our customers and improved financial performance for our shareholders.

Like other North American railroads, CPR has experienced increasing demand for rail service over the past several years. CPR has responded to this development by making substantial investments to increase the capacity of existing lines and to extend our network to take advantage of new business opportunities. In 2005, we undertook a major expansion of our main line serving western Canada. The project involved constructing new sidings, extended sidings or additional double-track segments at 25 locations between Moose Jaw, SK and Vancouver, BC. This initiative increased the effective capacity of CPR's western Canadian network by 12 percent, positioning us to handle greater volumes and to maintain fluid operations

in our fastest growing corridor. More recently, CPR requested Canadian Transportation Authority ("CTA") approval to construct new rail lines to reach existing and planned bitumen upgrader facilities in Alberta's "Industrial Heartland" northeast of Edmonton. This project will enable CPR to serve the growing oil sands production industry in northern Alberta, and will strengthen that industry's supply chain and access to end markets. CPR has assembled the land required for the project. Upon obtaining regulatory approval, we will construct the new lines in tandem with the development of oil sands upgraders, refineries and related businesses in the area.

The proposed acquisition of DME presents a further opportunity for CPR to expand the geographic reach of its rail network and to position itself to respond to the growing demand for rail service. The DME system is an excellent strategic "fit" with CPR's existing network. As a glance at the rail map shows, the lines of CPR and DME are complementary. The proposed transaction is almost entirely end-to-end; CPR and DME intersect at only four locations – Chicago, IL and St. Paul, Minnesota City and La Crescent, MN. As Applicant witness Williams explains, CPR's acquisition of DME would not eliminate rail competition at any station that is commonly served by CPR and DME today.

The proposed transaction will extend CPR's rail system by approximately 2,500 miles. Ownership of DME will enable CPR to serve directly significant traffic origins and destinations in the U.S. Midwest that we cannot reach today. It will also restore CPR's direct access to the important Kansas City gateway, enhancing our ability to compete for rail traffic moving between our current lines and points in the U. S. Southwest and Mexico.

CPR and DME are natural partners. CPR is very familiar with DME's operations – indeed, the lines operated by IC&E were once part of the CPR system. IC&E accesses the Twin Cites via trackage rights over CPR's line between La Crescent and St. Paul, MN, and it shares

CPR's terminal facilities in both the Twin Cities (St. Paul Yard) and Chicago (Bensenville Yard). CPR performs interchange and industry switching services for IC&E at both locations. Given the degree to which the operations of CPR and DME are already integrated today, we are confident that the proposed transaction can be implemented seamlessly.

DME's traffic base complements CPR's existing traffic. The proposed transaction will enable CPR to participate in the rapidly growing transportation of ethanol, a commodity that we do not handle in large volumes today. DM&E's bentonite business likewise presents opportunities for CPR to increase its participation in a commodity sector for which it lacks on-line origin access. IC&E's extensive coverage of Iowa corn origins complements CPR's U.S. grain gathering network, where wheat is the larger crop. Overall, DME possesses a diversified traffic portfolio that offers significant opportunities for growth, both organically and through extended hauls on CPR's existing network.

The proposed transaction will also produce significant benefits for DME, its customers and the communities in which DME operates. DME shippers will gain access to single system service to/from points served by CPR's transcontinental rail network, enhancing their ability to compete in end markets throughout the U.S. Midwest, U.S. Northeast and across Canada. CPR shippers will likewise enjoy the benefits of direct service for shipments to/from points served by DME. As part of a Class I rail system, DME will have greater financial capability than it does today to make prudent capital investments in response to future growth in demand for its services. Better asset utilization, sharing of "best practices" currently in place on CPR and DME, and integration of DME's information technology systems with those of CPR will generate cost savings for both carriers. Given the end-to-end nature of the CPR and DME

systems, these synergistic benefits are not predicated on line abandonments, elimination of duplicative facilities or workforce reductions.

More importantly, the proposed transaction will give DME the resources it needs to become a safer railroad. Over the next several years, CPR will make available to DME $300 million of capital to repair and upgrade its track, bridges and other rail facilities. This investment will allow DME to address conditions that have contributed to safety concerns, and inflated its casualty and insurance costs, in recent years. In addition, the policies, practices and technologies that have assisted CPR in achieving remarkable improvements in operating safety will be introduced on DME, so that its safety performance can be brought in line with CPR standards. These actions will benefit DME, its employees and customers, and the communities in which DME operates. In connection with the closing of the acquisition, CPR repaid DME's outstanding borrowings from the FRA in the amount of approximately $250 million. This will enable FRA to make additional financial assistance available to other railroads for projects that improve the safety and efficiency of rail operations elsewhere in the United States.

The proposed transaction also presents a unique opportunity for CPR-DME to construct and operate a rail route to serve coal origins in Wyoming's Powder River Basin ("PRB"). As the Board is aware, DME's management persevered through a protracted regulatory and environmental review process to obtain authorization to construct 282 miles of new rail lines to serve the PRB, and to upgrade DME's existing lines to accommodate coal operations. While that process was ultimately successful, DME still faces a number of significant hurdles before it can implement the PRB line project. DME has not completed the process of acquiring (through purchase, easement or condemnation proceedings) all of the right-of-way it needs to build the proposed PRB line. Nor has it executed agreements with PRB mines to connect with, and to

operate over, their loading tracks and facilities. Most importantly, DME has not secured sufficient commitments from prospective coal shippers to route their traffic over the proposed PRB line to justify the very large investment required to build it. Finally, to date, DME has not been successful in arranging financing for the project.

The proposed acquisition of DME by CPR would not, in and of itself, eliminate all of these obstacles. To be sure, as a Class I railroad, CPR possesses far greater financial capability than DME to undertake the PRB line project. In addition, CPR's expertise in designing and constructing rail lines, and its experience in conducting coal hauling operations, would facilitate construction and operation of the proposed PRB line. However, several significant milestones must be achieved before the project can be justified economically. CPR-DME must acquire all of the necessary right-of-way, and negotiate agreements to access PRB mines on acceptable terms. Shippers must manifest their desire for additional capacity and competitive options for PRB coal traffic by entering into transportation contracts to use the CPR-DME route if it is built. Moreover, the regulatory climate must remain conducive to substantial new investment in rail infrastructure. If the proposed transaction is approved, CPR will work diligently with DME to satisfy these preconditions to construction of the proposed PRB line.

Regardless of whether the PRB line is ultimately built, I firmly believe that CPR's acquisition of DME will be beneficial for CPR, DME, their respective customers and the communities that they serve. It is on that basis – and not on the basis of speculation regarding the future of the PRB line project – that CPR made its decision to acquire DME. This reality is demonstrated by the consideration that CPR agreed to pay under its acquisition agreement with DME, which is structured to reflect the separate nature of the decision whether to proceed with PRB line project.

As CPR indicated in its press release announcing the proposed transaction, we have suspended activity under our current share repurchase program in conjunction with the DME acquisition. That action reflects our belief that the opportunity to acquire and improve a growing regional carrier like DME offers the greatest potential to enhance shareholder value, particularly in the longer term. I urge the Board to approve the proposed transaction so that Applicants can begin to realize the potential of the proposed CPR – DME system.

VERIFICATION

I, Fred Green, declare under penalty of perjury that the foregoing is true and correct.

Further, I certify that I am qualified and authorized to file this verified statement.

Fred Green

Executed on October 3, 2007

BEFORE THE
SURFACE TRANSPORTATION BOARD

Canadian Pacific Railway Company, *et al.* – Control – Dakota, Minnesota & Eastern Railroad Corp. *et al.*	)	Finance Docket No. 35081

VERIFIED STATEMENT OF KEVIN V. SCHIEFFER

My name is Kevin V. Schieffer. I am President and Chief Executive Officer of Dakota, Minnesota & Eastern Railroad Corporation ("DM&E"). My business address is 140 N. Phillips Avenue, Sioux Falls, SD 57104. I am also President and Chief Executive Officer of DM&E's wholly-owned subsidiaries, Cedar American Rail Holdings, Inc. ("Cedar American") and Iowa, Chicago & Eastern Railroad Corporation ("IC&E").

I have been intimately involved with the creation and development of the DM&E system over the past 20 years. While working for South Dakota Senator Larry Pressler, I participated actively in negotiations that resulted in the creation of DM&E as an alternative to the abandonment of a rail line serving western South Dakota by Chicago and North Western Transportation Company ("C&NW"). I remained active in assisting DM&E on a variety of issues during its start-up years. After serving as U.S. Attorney for the District of South Dakota from 1991 to 1993, and representing DM&E as a client upon entering private practice in 1993, I began my current position in 1996. As President of DM&E, I have also been deeply engaged in the company's efforts to rebuild its infrastructure, expand its operations, and obtain STB approval to extend our lines into Wyoming's Powder River Basin ("PRB"), North America's largest source of low-sulfur bituminous coal.

The purpose of this Verified Statement is to discuss the benefits of CPR's proposed acquisition of DM&E. I am excited about the prospect of DM&E becoming part of a Class I rail system with direct access to markets in the U.S. Midwest and Northeast and throughout Canada. As my testimony and the Verified Statements of other Applicant witnesses show, the proposed transaction will produce significant benefits for DME, its customers and employees, and the communities in which we operate.

CPR is far and away the most logical and beneficial Class I partner for DM&E. The DM&E system – including the lines of both DM&E and IC&E – are a natural fit with those of CPR. Our systems connect end-to-end at four locations: Chicago (Bensenville), IL and Minnesota City, La Crescent, and St. Paul, MN. Those four points of connection represent portals through which DM&E/IC&E customers will be able to reach distant markets using the more efficient rail routes offered by CPR-DM&E. DM&E is the largest contiguous Class II railroad in the United States, with approximately 2,500 miles of track in eight Midwestern states. However, as a regional railroad we cannot directly serve a large number of the destination points to which traffic originating on our lines moves. By contrast, CPR operates a transcontinental rail system that serves major metropolitan areas such as Calgary, Detroit, Montreal, New York, Philadelphia, Toronto and the Twin Cities, and ports including Vancouver, Duluth/Superior, Montreal and New York/New Jersey. Direct rail access to these diverse points will enhance the ability of DM&E/ICE shippers to compete successfully in distant end markets for their products. An example of this point was made very effectively and clearly by the South Dakota Corn Growers Association (SDCGA) when this transaction was announced. The SDCGA noted that CPR would bring South Dakota ethanol producers direct access to important ethanol markets in the Northeastern United Sates.

A combination of CPR and DM&E will not cause any meaningful loss of rail competition, but will enhance and strengthen it. Throughout the course of the process which led to the proposed transaction, I provided numerous update briefings to our customers and to the key agricultural and other industry groups who rely heavily on rail service. Far and away, CPR was mentioned most often as the preferred candidate among Class I railroads as a prospective partner for DM&E. One of the obvious reasons for this was both the extended reach and the pro-competitive aspect of this transaction. This obvious fact is underscored, as witness Williams shows, by the fact that DM&E and CPR serve only a handful of stations in common. Even at those locations, we are not competitors for a significant volume of traffic, and we face effective competition from one or more non-Applicant railroads. Nor will the proposed transaction have any adverse effects on DM&E's short line partners and connections. Instead, bringing the DM&E and CPR systems together under common ownership will create synergies and growth opportunities both for us and for our customers, especially in connection with the rapidly developing ethanol industry. In short, this is a strongly procompetitive transaction that will expand the reach of customers served by DM&E/IC&E today.

CPR's plan to make approximately $300 million of additional capital available to DM&E over the next several years to rehabilitate our core rail lines represents a major benefit of this transaction, and one that addresses an issue of real importance to me and to our shippers, our employees, and the communities in which we operate. With that support, we will be able to make substantial improvements to our track, bridges and facilities. This will, in turn, enable us to operate more safely and to provide more fluid and reliable train service. CPR's proposal to upgrade DM&E's lines is consistent with its reputation for maintaining its own physical plant and equipment to high standards. Indeed, in evaluating potential strategic partners for

DM&E/IC&E, I viewed as a strong positive the prospect of making DM&E part of a Class I system that is known for its operating expertise, first-rate safety record, marketing acumen and overall management excellence.

I also believe that the proposed acquisition of DM&E by CPR will enhance the prospects for realizing the opportunity to bring a third rail competitor to the Powder River Basin. As the Board knows, over the past decade, DM&E has dedicated substantial resources to secure authorization to construct a new 280-mile extension serving the PRB. However, before the PRB project is initiated, we must achieve a number of significant threshold requirements. Those basic requirements have not changed as a result of this transaction, and generally relate to marketing and construction related issues. CPR has not yet made a decision to build the PRB line, and any such decision will depend upon satisfactory completion of the tasks that DM&E is pursuing today. However, one of the reasons for selecting CPR is based on a belief that they are best positioned to help us achieve those threshold requirements. CPR participation in the PRB project development adds major balance sheet credibility and greatly expanded financial resources to this vital project. Our engineering and operating departments have worked closely together over the years, and share a common view as to how best to maximize the potential to execute on our vision for adding an additional rail line into the PRB and greatly improving service opportunities for existing customers.

In summary, CPR's proposal to acquire the DM&E system offers significant public benefits, and enjoys strong support form our customers and key constituencies in the region. The proposed transaction will connect DM&E/IC&E customers to distant end markets via efficient single system rail service, and help them to achieve their potential for growth. It will give DM&E access to greater financial resources it needs to continue to provide safe and efficient rail

service, and a material opportunity to improve even more. CPR's participation in the PRB project will greatly assist DM&E in its ongoing efforts to bring that project to fruition. These benefits can be achieved without sacrificing effective rail competition at any point that CPR and DM&E serve in common today and, indeed, will allow us to provide even stronger competition for our customers. For these reasons, I urge the Board to grant prompt approval to the proposed transaction.

VERIFICATION

I, Kevin V. Schieffer, declare under penalty of perjury that the foregoing is true and correct. Further, I certify that I am qualified and authorized to file this verified statement.

Kevin V. Schieffer

Executed on 9-28-, 2007.

BEFORE THE
SURFACE TRANSPORTATION BOARD

Canadian Pacific Railway Company, *et al.* – Control – Dakota, Minnesota & Eastern Railroad Corp. *et al.*	)	Finance Docket No. 35081

VERIFIED STATEMENT OF RAY FOOT

My name is Ray Foot. I am Vice President – Marketing & Sales (Merchandise) of Canadian Pacific Railway Company ("CPR"). My business address is Gulf Canada Square, 401 9th Avenue S.W., Calgary, Alberta, T2P 4Z4, Canada. As Vice President – Marketing & Sales (Merchandise), I am responsible for all pricing, marketing and sales functions in connection with CPR's industrial products, forest products and automotive products traffic. I assumed my current position in 2003. I began my career with CPR as a Crew Clerk in London, Ontario in 1973. Since that time, I have held a number of positions with increasing responsibility for marketing and sales activities in connection with a variety of commodity groups, including bulk materials, food products, petrochemicals, intermodal, grain and carload traffic. Prior to assuming my current position, I served as Assistant Vice President – Marketing & Sales (Grain) from 1996-2001, and as Vice President – Marketing & Sales (Carload) from 2001-2003.

The purpose of this Verified Statement is to describe the benefits, from a marketing perspective, that CPR's acquisition of control of Dakota, Minnesota and Eastern Railroad Corporation ("DM&E") and its railroad subsidiary, Iowa, Chicago & Eastern Railroad Corporation ("IC&E") will offer to rail shippers. (For convenience, I will refer to DM&E and IC&E collectively as "DME".) As my testimony will show, the acquisition of DME's regional

railroad by CPR will give DME shippers direct single system rail access to points throughout the U.S. Midwest, U.S. Northeast and across Canada. This will enhance their ability to compete in distant end markets with suppliers who enjoy the benefits of single system rail service today.

DME is a significant regional railroad, operating approximately 2,500 miles of track serving eight Midwestern states. However, DME does not have the geographic reach to provide direct service to many of the key destination points to which traffic originating on its lines moves today. Rather, DME must interchange that traffic with other railroads at busy (and sometimes congested) rail gateways including Chicago, Kansas City and the Twin Cities. Such joint line rail service requires longer transit times, and can be both more costly and less reliable than single system service.

CPR's transcontinental rail system reaches the major metropolitan centers in the U.S. Midwest (including Chicago, Detroit, Milwaukee and Minneapolis/St. Paul), the U.S. Northeast (including Buffalo, New York and Philadelphia) and Canada (including Calgary, Montreal, Toronto and Vancouver). CPR also serves the U.S. ports of New York/New Jersey, Philadelphia and Duluth/Superior and the Canadian ports of Montreal, Thunder Bay and Vancouver. The proposed transaction will give DME shippers direct rail access to all of those locations, enabling them to ship products to or from distant points efficiently and competitively. Conversely, shippers served by CPR today will gain the ability to ship products to/from points served by DME on a single system basis.

DME and its customers will also benefit from access to CPR's large, modern car fleet. DME has experienced significant traffic growth in recent years. We anticipate that DME's on-line traffic will continue to increase, aided in particular by the growth of ethanol production at points on its lines. The ability to draw upon CPR's fleet of almost 70,000 cars, and improved

equipment utilization that will result from coordination of CPR and DME operations, will enable DME to meet the challenge of supplying cars to handle its growing traffic base.

The following sections of my testimony discuss the benefits of the proposed transaction for the transportation of particular commodities:

Grain

As "prairie railroads" serving the U.S. Midwest, grain is an important commodity for both CPR and DME. However, the current grain businesses of CPR and DME are complementary rather than competitive. IC&E's extensive coverage of Iowa and southern Minnesota corn origins complements CPR's U.S. grain gathering network, where wheat is the predominant crop. Moreover, approximately 95 percent of the corn originated by CPR in the U.S. moves to export terminals in the Pacific Northwest, while only 5 percent is destined to processors or other domestic end users. By contrast, 60 percent of the corn handled by DME moves to domestic points of consumption. Likewise, 90 percent of the soybeans originated by CPR in the U.S. move to export terminals, while 75 percent of DME's soybean shipments move to domestic destinations. The wheat originating on DME today is predominantly winter wheat, whereas CPR's wheat traffic consists largely of spring wheat.

The proposed transaction will enhance the marketing and transportation options of grain shippers served by both CPR and DME. CPR-served grain shippers will gain direct rail access to Iowa river terminals served by IC&E. Extension of the CPR system to the Kansas City gateway will also offer CPR grain shippers a more efficient routing option for shipments to Gulf Coast export terminals and consumption points in the U.S. Southwest and Mexico. DME-served grain shippers will gain direct access to domestic end users in the U.S. Northeast, and to Great Lakes export terminals at Duluth/Superior. The proposed transaction will also create a more competitive alternative to a DME-BNSF interline routing (via Aberdeen, ND) for grain moving

to Pacific Northwest export terminals. Canadian shippers of potash, urea and anhydrous ammonia will gain a single-system transportation option for shipments to grain producing destinations on DME.

Ethanol

America's quest for greater energy independence has created a surge in the production of ethanol, which offers a domestic alternative to foreign oil. Since 2000, ethanol production in the United States has increased by over 300 percent. A recent *Wall Street Journal* article reported that U.S. ethanol production capacity is expected to rise from 5.6 billion gallons to 11.6 gallons in the next 18-24 months. More recently, the *New York Times* reported concerns by some in the ethanol industry that further growth is being hampered by transportation bottlenecks in getting ethanol from Midwestern origins to points of consumption on the U.S. East and West coasts.

IC&E's strategic location in the heart of Iowa's corn producing region creates the potential for it to be a major player in the transportation of ethanol. Six active ethanol production facilities are located on DME's lines, and five new plants are under construction. (By contrast, CPR does not serve substantial current or anticipated origins of ethanol traffic.) While some of this new traffic will move west to meet the requirements of consumers in the western United States, the majority is more likely to be directed to end users in the Chicago area and points east of DME's service territory. The proposed transaction will enable CPR-DME to offer direct service for ethanol shipments to points of consumption in the U.S. Northeast and Canada. Access to efficient single system service will enhance the ability of DME-served ethanol producers to participate in this growing energy market. If current estimates for future growth in ethanol production become a reality, IC&E could originate more than 36,000 carloads of ethanol annually by the year 2010. While much of this potential additional traffic represents organic growth of IC&E's traffic base (rather than a direct consequence of the proposed transaction), I

believe that the transaction will significantly assist DME-served ethanol shippers in selling their products in distant end markets. I estimate that, by 2010, approximately 3,000 carloads of ethanol originating on DME are likely to move in extended hauls on CPR's lines to points not served by DME today.

Bentonite Clay

Bentonite clay has a variety of industrial uses, including metal castings, lubricant in oil exploration ("drilling mud"), environmental contaminant linings, construction and iron ore pelletizing. DM&E originates substantial volumes of bentonite clay at stations located on the western end of its rail system. Bentonite is mined in northeastern Wyoming and shipped from plants located at Belle Fourche, SD and Colony, WY. Bentonite clay originating on DM&E's line moves to a variety of destinations in the United States and Canada. The proposed transaction offers an opportunity for CPR to increase its participation in the transportation of bentonite clay, a commodity for which it lacks on-line access today.

The proposed CPR-DME system will be positioned to offer DME-served bentonite shippers direct rail service to a variety of destinations beyond DME's service territory. For example, bentonite clay shipments destined to end users in the vicinity of Toronto, which DME currently must interline with other carriers at the busy Chicago gateway, will be able to move in more efficient DME-CPR single system service. Shipments to other CPR-served points beyond Chicago will also gain access to single system service. I estimate that approximately 1,000 carloads of bentonite clay per year are likely to benefit from Applicants' more efficient single system service offering.

Silica Sand

Silica sand, a high silica-content quartz sand, has a variety of industrial uses. One type of silica-based sand — known as fracturing, or hydraulic "frac" sand — is used in connection with

oil and gas exploration. High-pressure fluids containing frac sand are pumped into wells to enlarge or scour out openings in oil-or gas-bearing rock, or to create new fractures from which oil or gas can be recovered. DME expects to begin handling shipments of silica sand from a new facility near Clayton, IA in the near future. CPR-DME will be positioned to offer this shipper direct service to an important and growing end market for the product. As CPR witness Green testifies, CPR has initiated plans to extend its rail lines to serve the "Industrial Heartland" northeast of Edmonton. This line extension, in conjunction with the proposed transaction, will enhance the ability of DME-served silica sand shippers to supply the growing oil sands production industry in northern Alberta. I estimate that, by 2010, CPR-DME is likely to handle approximately 500 carloads of silica sand per year from DME-served origins to northern Alberta.

Plastics

DME participates in shipments of plastics that originate at points on the U.S. Gulf Coast and move to Toronto and various destinations in the Province of Quebec. IC&E currently receives these shipments in interchange at Kansas City and transports them to Chicago, where they must move through the busy Chicago terminal area for interchange with another railroad. The proposed transaction holds the potential to eliminate interchange handling of these shipments at Chicago and to reduce the number of carriers required to complete the movement. CPR-DME will be capable of handling these (and other) shipments that DME receives today at Kansas City in direct service to CPR-served destinations in Canada. I estimate that approximately 1,000 carloads of plastics traffic in which DME currently participates are likely to benefit from Applicants' more efficient service.

Steel

IC&E currently serves a steel manufacturing facility operated by IPSCO Steel, Inc. at Montpelier, IA. As the Verified Statement of Mr. Maindonald, IPSCO's Vice President –

Operations Services, indicates, approximately 20,000 rail cars per year currently move to/from IPSCO's Montpelier facility. A number of those shipments are inter-plant movements to other IPSCO facilities located in the U.S. Northeast or Canada, including several plants that are served by CPR today. The proposed transaction will enable CPR-DME to provide single system service between Montpelier and such CPR-served destinations.

* * * * *

DME possesses a traffic base that is both diversified and growing. However, the geographic limitations of DME's regional rail system restrict its ability to provide efficient direct rail service to many of the destinations to which DME's customers ship their products. As a result of the proposed transaction, DME will become part of a transcontinental Class I rail system with a network that serves most of the major commercial centers of the U.S. Midwest and Northeast, as well as Canada. The enhanced geographic reach of the CPR-DME system will assist DME (and CPR) shippers in taking advantage of future opportunities for growth.

I estimate that the single system benefits described in my testimony will generate approximately 5,800 carloads of extended haul traffic on CPR's lines by the year 2010, with associated incremental revenues of $11.4 million annually. The traffic moving on DME's existing lines has the potential to grow by approximately 64,000 carloads by the year 2010, with associated revenues of $56.3 million annually. While not all of that additional traffic (e.g., ethanol shipments moving west or terminating in Chicago) would be a direct product of the proposed transaction, joining DME's regional railroad with CPR's cross-border transcontinental rail system will clearly provide new growth opportunities for many DME customers.

VERIFICATION

I, Ray Foot , declare under penalty of perjury that the foregoing is true and correct.

Further, I certify that I am qualified and authorized to file this verified statement.

Ray Foot

Executed on Oct 1, 2007.

BEFORE THE
SURFACE TRANSPORTATION BOARD

Canadian Pacific Railway Company, *et al.* – Control – Dakota, Minnesota & Eastern Railroad Corp. *et al.*	)	Finance Docket No. 35081

VERIFIED STATEMENT OF VERN GRAHAM

My name is Vern Graham. I am Vice President - Engineering, for Canadian Pacific Railway Company ("CPR"). My business address is Gulf Canada Square, 401 9th Avenue S.W., Calgary, Alberta, T2P 4Z4, Canada. As Vice President - Engineering, I am responsible for providing strategic leadership and business direction for CPR's operations team and Engineering Department. I am also responsible for engineering activities on CPR (including ensuring that track, bridges, structures and signal maintenance functions are high quality, reliable and safe) and for the development of CPR's engineering capital programs, operating budget, maintenance standards and policies. I assumed my current position in 2003. I began my career as an extra gang laborer for the Milwaukee Road in 1973, after graduating from Montana State University. Since that time, I have held a number of positions with increasing responsibility in both operations and engineering management, first at the Milwaukee Road, and then (beginning in 1985) with Soo Line Railroad Company ("SOO"), including Roadmaster, Senior Trainmaster, General Manager -Transportation, and District General Manager – Minneapolis. Prior to assuming my present position, I served as General Manager - Field Operations (1999-2001) and Assistant Vice President - Engineering Operations (2001-2003), both at CPR headquarters in Calgary, AB.

I supervised the development and preparation of the Operating Plan that has been submitted as Exhibit 13 to this Application for STB approval of CPR's proposed acquisition of control of Dakota, Minnesota and Eastern Railroad Corporation ("DM&E") and its rail carrier subsidiary, Iowa, Chicago & Eastern Railroad Corporation ("IC&E"). (For convenience, I will refer to DM&E and IC&E collectively as "DME"). The purpose of this Verified Statement is to present that Operating Plan, to explain how it was developed, and to highlight certain significant aspects of the plan.

Applicants developed the Operating Plan using, as a baseline, the most recent full year traffic data and current operating system designs of DME and CPR's SOO subsidiary (whose lines connect with those of DME). We took into account the anticipated growth in rail traffic on DME and CPR through the year 2010, based on the traffic growth opportunities identified by witness Foot. Those growth opportunities include both "extended hauls" on CPR in connection with traffic originating or terminating on DME's lines, and organic growth in DME's traffic base over the next several years. Using those traffic projections, we developed an operating plan that takes full account of the volumes (and routing) of all traffic that CPR and DME anticipate will move on their respective lines by the third year after consummation of the proposed transaction. As the Operating Plan indicates, all of that projected growth can be accommodated without adding new train services or significantly increasing yard activity.

The proposed transaction is an end-to-end combination of complementary rail systems with similar operating philosophies. In my opinion, Applicants' existing operations can be coordinated relatively simply and seamlessly. In the two major terminal areas in which CPR and DME connect (Chicago, IL and St. Paul, MN), DME already operates into CPR's yard facilities (Bensenville Yard in Chicago and St. Paul Yard). In addition, CPR presently provides

interchange and industry switching services for DME cars moving through those terminals. Following the proposed transaction, local operations at those two terminals will be performed essentially as they are today. The lines of CPR and DME connect at two other locations, Minnesota City and La Crescent, MN. We do not anticipate that the proposed transaction will generate a significant increase in train movements through, or yard activity at, either of those points in the three years following the transaction. In any event, there is ample capacity at both Minnesota City and La Crescent to handle any additional traffic or switching activity that might result from the transaction.

The current operating plans, philosophies and objectives of CPR and DME are very similar, which should facilitate a smooth and seamless implementation of the proposed transaction. CPR uses an Integrated Operating Plan ("IOP") based upon three fundamental design principles: "Velocity" (which refers to service design intended to maximize system velocity and consistency, which generates faster trips and cycle times and better utilization of assets); "Balance" (service design intended to maximize capacity and reduce inefficiencies); and "Network" (developing systemic, network-wide approaches and solutions that enhance overall service and performance, including a "hub-and-spoke" service design). DME also has an IOP, whose design and approach are similar to that of CPR. Indeed, DME has implemented changes to its IOP over the past several years that make it even more compatible with CPR's IOP and service design.

The proposed transaction is end-to-end with few overlapping points or services. In addition, based upon my review of DME's operations, DME appears to be efficiently run today. Accordingly, the transaction does not present many opportunities to consolidate routes, eliminate duplicative facilities or reduce the workforce.

CPR has identified only one corridor on which it intends to consolidate some traffic to generate savings and efficiency gains. Specifically, DME operates a daily train service between Huron, SD and Chicago. This train travels east on DM&E to Owatonna, MN and then on the lines of IC&E south to Nora Springs, IA, then east through Marquette, IA to Dubuque, IA, and southeast to Chicago. DME also operates a daily return train along the opposite route from Chicago to Huron. CPR believes that traffic moving in DME's Huron-Chicago service can be handled more efficiently by partially re-routing that traffic over CPR's lines. Instead of turning south at Owatonna, MN, the train would continue east on DM&E to the junction with CPR at Minnesota City, MN. The DM&E train block would then be added to one of CPR's daily trains traveling from St. Paul to Chicago (via Minnesota City) on CPR's line through Wisconsin. This change would reduce the number of daily trains operating on DME between Owatonna, MN and Chicago, IL. It would also enable Applicants to handle the subject traffic with fewer locomotives, and to take advantage of CPR's shorter route and faster train speeds through Wisconsin by avoiding the more circuitous route currently used by DME.

An important element of the CPR/DME operating plan is CPR's plan to make available to DME $300 million in capital for needed improvements to DME's track, bridges and other facilities. Approximately $100 million would be dedicated to this effort in each of the three years following approval of the transaction. This investment will enable DME to address deferred maintenance on its lines, and to upgrade its bridges and facilities. Such rehabilitation and repairs will reduce "slow orders" that presently restrict the movement of trains on a number of segments of DME. This in turn will improve overall train velocity on DME lines, and enhance overall system fluidity.

Moreover, these planned capital investments will help to make DME a safer railroad by addressing conditions that have contributed to safety concerns, and inflated DME's casualty and insurance costs, in recent years. In addition, Applicants will implement on DME the safety policies and operating practices that have enabled CPR to achieve dramatic improvements in operating safety over the past decade. Our goal is to improve substantially DME's overall safety performance.

As the Operating Plan demonstrates, the proposed transaction can be implemented smoothly and seamlessly. The acquisition of DME by CPR will connect the DME system to CPR's Class I rail system, and enable Applicants to expand the geographic reach of their systems and provide more efficient coordinated service. Operations on DME's lines will be more fluid and reliable, and safer. The transaction will provide DME's customers more competitive rail options and better service to existing and future end markets for their products.

VERIFICATION

I, Vern Graham, declare under penalty of perjury that the foregoing is true and correct.

Further, I certify that I am qualified and authorized to file this verified statement.

VERN GRAHAM

Executed on 10-1, 2007.

BEFORE THE
SURFACE TRANSPORTATION BOARD

Canadian Pacific Railway Company, *et al.* – Control – Dakota, Minnesota & Eastern Railroad Corp. *et al.*	)	Finance Docket No. 35081

VERIFIED STATEMENT OF CATHRYN FRANKENBERG

My name is Cathryn Frankenberg. I am Assistant Vice President Human Resources and Labor Relations-U.S., for Canadian Pacific Railway Company ("CPR"). My business address is Suite 1000, 501 Marquette Avenue S., Minneapolis, MN 55402. I have been employed by Soo Line Railroad Company ("SOO"), and more recently CPR, since August 1973, and have served in numerous positions including Operation Control Center Manager, Trainmaster, Director Intermodal Operations, and Manager, Director, and Vice President Labor Relations of SOO. I have held my current position with CPR since December 1, 1997.

I am responsible for, among other things, the negotiation, interpretation, and administrative oversight of collective bargaining agreements, policies, and employee protective arrangements that apply to employees of SOO and of CPR's other United States subsidiary carrier, Delaware and Hudson Railway Company, Inc. ("D&H"), who are represented by labor organizations under the Railway Labor Act. There are 14 separate bargaining units on SOO and 13 on D&H. In addition, I lead and direct CPR's U.S. Human Resources team, with specific accountability for employee recruiting; compensation and benefits design; implementation and administration of employee relations, diversity, and Affirmative Action programs and initiatives; performance management oversight; and the development, interpretation and communication of

all employment-based policies applicable to CPR's represented and non-represented employees in the United States.

One of my key responsibilities is partnering with CPR's functional teams on various change initiatives to facilitate the achievement of CPR's business goals and objectives while ensuring compliance with all applicable agreements, policies, laws, and regulations. I am highly qualified to evaluate the impact, if any, of the proposed transaction on CPR and/or DME employees.

A. CPR's Work Force In The United States

SOO employs a total of 2,652 employees in the States of Illinois, Indiana, Minnesota, North Dakota and Wisconsin. D&H employs a total of 538 employees in the States of Pennsylvania and New York. As noted above, employees of SOO and D&H are, for the most part, represented by labor organizations for purposes of collective bargaining under the Railway Labor Act.

B. DME's Work Force

Attachment A to this Verified Statement is a table listing the locations at which Dakota, Minnesota and Eastern Railroad Corporation ("DM&E") and Iowa, Chicago & Eastern Railroad Corporation ("IC&E") employ their work force, broken down by job category as appropriate to the DME personnel system. (For convenience, I will refer to DM&E and IC&E collectively herein as "DME.") As shown on the Attachment, DME, including DM&E's subsidiary Cedar American Rail Holdings, Inc., employs a total of approximately 1,039 employees at 43 distinct locations in the States of Illinois, Iowa, Kansas, Minnesota, Missouri and South Dakota.

DME employment is not organized into the traditional "craft or class" structure of many older and larger railroads. On DM&E, the 122 operating employees who work in the craft of "train and engine service employees" are represented, for purposes of the Railway Labor Act, by the United Transportation Union ("UTU"). These employees work under a collective bargaining agreement entered into by DM&E and UTU on February 26, 2003. On IC&E, the 262 operating employees who work in the craft of train and engine service employees are represented, for purposes of the Railway Labor Act, by the Brotherhood of Locomotive Engineers and Trainmen, Division of the International Brotherhood of Teamsters ("BLET"). These employees work under an arbitrated collective bargaining agreement dated January 17, 2005.

The remaining employees of DME are not represented by labor organizations. Attachment A divides the unrepresented employees into categories that reflect DME's personnel management system: "Administrative" employees include those who work in marketing, finance, accounting and human resources; "Transportation" employees include customer service, crew management and transportation management; "Maintenance of Equipment" employees include those whose duties include the maintenance and repair of locomotives, cars and other equipment; "Maintenance of Way" employees are those who construct, maintain and repair track, roadbed and structures; "Signal" employees are those who maintain and repair signal and communications equipment and facilities; and "Operations Supervisors" are those who dispatch trains.

C. Effect Of The Proposed Transaction On SOO And D&H Employees

As is described in the Application, SOO and DME connect at only four locations -- Chicago (Bensenville), IL and Minnesota City, La Crescent, and St. Paul, MN -- and the

proposed transaction is essentially end-to-end. It is not anticipated that the transaction will result in any operational changes that will adversely affect any SOO employees. The planned operational change that is described in the Operating Plan (Exhibit 13), and in the Verified Statement of Vern Graham -- which will involve the handling by SOO of traffic between Minnesota City and Chicago that is currently handled by IC&E between Nora Springs, IA and Chicago -- will likely have no significant effect on SOO employees, because cars moving from or to Minnesota City will simply be added to trains currently operated by SOO over its own lines.

D&H is not contiguous to either SOO or DME, and it is not anticipated that the transaction will cause any operational changes that will adversely affect any D&H employees.

D. Effect Of The Proposed Transaction On DME Employees

As described in the Operating Plan, Applicants plan to implement an operational change that will affect the handling of certain DME traffic to and from Chicago. Currently, traffic moves in DM&E trains east from Huron, SD through Waseca, MN, to Owatonna, MN, and then south to Nora Springs, IA. From Nora Springs, this traffic moves on IC&E trains through Dubuque, IA, to Chicago. This is daily service, one train per day in each direction. It is planned that the traffic from Huron, instead of being routed from Owatonna south to Nora Springs, will continue east on DM&E's line to the DM&E/SOO connection at Minnesota City, MN. There, the cars will be added to SOO trains that operate twice daily between the Twin Cities and Chicago. This change in traffic routing will affect DME employees in two ways. First, there will be a reduction of two crew starts per day (one crew start includes two train and engine service employees) on trains operating on the lines from Waseca to Nora Springs. This will affect employees who report for work at Waseca, and draw their assignments from a crew

board maintained there. However, there will be an offsetting addition of two crew starts per day on trains operating from Waseca to Minnesota City, which will be available to employees who report at Waseca. Second, there will be a reduction of four crew starts per day on IC&E, because two daily IC&E trains, each requiring two crews, will no longer operate between Nora Springs and Chicago. That reduction will affect IC&E train and engine service employees who currently report for work at Mason City, IA, and Dubuque, and draw their assignments from crew boards maintained at those locations.

It is possible that, as a result of this operational change, there will, for at least a short time, be a need for fewer active IC&E train and engine service employees at Mason City and Dubuque. Because affected IC&E train and engine service employees have seniority covering all of the IC&E's territory, they will be entitled, and expected, to take work assignments elsewhere on IC&E. It is expected that there will be sufficient work available on IC&E for all of the carrier's active train and engine service employees. Moreover, a substantial portion of the organic DME traffic growth described by witness Foot would move over IC&E's lines between Nora Springs and Chicago, increasing work opportunities for IC&E employees on those lines. Of course, if any current IC&E employees should be adversely affected as a result of this planned operational change, they will be entitled to monetary and other benefits under the *New York Dock* employee protective conditions.

Applicants do not otherwise currently anticipate making any significant operational changes that would affect the DME work force during the three years following CPR's assumption of control of DME. It should be pointed out, however, that once it has assumed control, CPR will continue to evaluate operations on the DM&E system to determine

whether further efficiencies can be realized, for example, through utilization of economies of scale or elimination of redundant facilities.

E. Employee Protective Conditions

Applicants anticipate that, in accordance with the requirements of 49 U.S.C. § 11326(a), the Board will impose the employee protective conditions set forth in *New York Dock Ry.--Control--Brooklyn Eastern Dist. Terminal*, 360 I.C.C. 60, *aff'd, New York Dock Ry. v. United States*, 609 F.2d 83 (2d Cir. 1979). The *New York Dock* conditions provide extensive monetary benefits to employees who are dismissed or displaced as a result of the transaction on which the conditions have been imposed. The conditions provide a measure of compensation for the costs of relocation. Moreover, the conditions require that the carriers give advance notice to employees and their representatives of operational changes that may result in the dismissal or displacement of employees, or the "rearrangement of forces," and provide an opportunity for the negotiation of implementing agreements in connection with such operational changes. Employees who are not represented by labor organizations are afforded substantially the same levels of protection as are provided to represented employees under the *New York Dock* conditions.

Neither CPR nor DME has negotiated a protective arrangement with any labor organization in connection with the proposed transaction. CPR is committed to resolving labor and employee issues that may arise in connection with this transaction through negotiation, wherever possible.

F. Existing Protective Arrangements Affecting DME's Unrepresented Employees

DME has entered into individual agreements with many of its unrepresented employees. These agreements, which are probably unique in the railroad industry, assure the

signatory employees, on an individual basis, of the availability of monetary and other benefits that are different from, and in some instances in addition to, benefits that may be available to those employees under the *New York Dock* conditions.

At least 552 DME employees who are not represented by labor organizations have entered into individual "employee protection agreements" with DME. Each such agreement provides for, among other things, severance payments and other benefits if certain events affecting the signatory employee should occur within a specified period following a change of control of DM&E. Each agreement provides that the employee's severance payment will be reduced by the amount of benefits, if any, received under the *New York Dock* conditions.

In addition, at least 238 unrepresented employees in DME's Mechanical and Engineering Departments have entered into individual agreements, commonly referred to by DME as "Post-PRB Agreements." Each such agreement provides for, among other things, up to six years' wage protection and other benefits if certain events should affect the signatory employee within three years after the agreement's effective date, as a result of the acquisition of DM&E by another railroad.

VERIFICATION

I, Cathryn Frankenberg , declare under penalty of perjury that the foregoing is true and correct. Further, I certify that I am qualified and authorized to file this verified statement.

Cathryn Frankenberg
CATHRYN FRANKENBERG

Executed on September 25, 2007.

DME EMPLOYMENT BY LOCATION

September 11, 2007

COMPANY (1)	LOCATION	EXEC.	ADMIN.(2)	MAINT. OF EQPT	MAINT. OF WAY	SIGNAL	TRAIN & ENGINE	OPS SUPVRS	TRANSP.(3)	TOTAL
DM&E	IA Bettendorf		5	4	2					**11**
	IA Marquette				1					**1**
	IA Mason City								1	**1**
	KS Lenexa		1							**1**
	MN Minneapolis		1							**1**
	MN New Ulm				14	1	2			**17**
	MN Rochester				4	2	1			**7**
	MN Tracy			2	7	1				**10**
	MN Waseca			7	15	1	41		3	**67**
	SD Belle Fourche			1	2		5			**8**
	SD Brookings		2		19	2	2		1	**26**
	SD Huron	1		37	9		46		2	**95**
	SD Miller				2					**2**
	SD Philip				4					**4**
	SD Pierre				14	1	2			**17**
	SD Rapid City		1	9	46	1	23		1	**81**
	SD Sioux Falls	7	53		11	2		20	44	**137**
	SD Wall				4					**4**
	DM&E TOTAL	**8**	**63**	**60**	**154**	**11**	**122**	**20**	**52**	**490**

(1) DM&E totals include Cedar American Rail Holdings.
(2) Category includes Marketing, Finance, Accounting, and Human Resources.
(3) Category includes Customer Service and Crew and Transportation Management.

DME EMPLOYMENT BY LOCATION

September 11, 2007

COMPANY [1]	LOCATION	EXEC.	ADMIN.[2]	MAINT. OF EQPT	MAINT. OF WAY	SIGNAL	TRAIN & ENGINE	OPS SUPVRS	TRANSP.[3]	TOTAL
IC&E	IA Bettendorf				2	1			3	**6**
	IA Calmar				5					**5**
	IA Clinton				4		3			**7**
	IA Davenport				2	2	102		6	**112**
	IA Dubuque				38		7		2	**47**
	IA Guttenberg				3					**3**
	IA Marquette				6	1	15			**22**
	IA Mason City			30	20	1	44		2	**97**
	IA Muscatine			2	4	2	7		3	**18**
	IA Nahant			39	20		4		1	**64**
	IA New Albin				2					**2**
	IA Ottumwa			2	4	2	2		1	**11**
	IA Sabula				4					**4**
	IA Seymour				2					**2**
	IA Spencer				3	1				**4**
	IA Washington				7					**7**
	IL Davis Jct								1	**1**
	IL Kirkland					2				**2**
	IL Lanark				2					**2**

(1) DM&E totals include Cedar American Rail Holdings.
(2) Category includes Marketing, Finance, Accounting, and Human Resources.
(3) Category includes Customer Service and Crew and Transportation Management.

DME EMPLOYMENT BY LOCATION

September 11, 2007

COMPANY [1]	LOCATION	EXEC.	ADMIN.[2]	MAINT. OF EQPT	MAINT. OF WAY	SIGNAL	TRAIN & ENGINE	OPS SUPVRS	TRANSP.[3]	TOTAL
IC&E (Cont'd)	IL Rockford						3			**3**
	IL Savanna				9	1	26			**36**
	IL South Beloit				3	1				**4**
	MN Austin				3		1			**4**
	MN Wells				3		4			**7**
	MO Chillicothe				17	1				**18**
	MO Excelsior Spgs					1				**1**
	MO Kansas City						44	5	4	**53**
	MO Liberty				6	1				**7**
	IC&E TOTAL	**0**	**0**	**73**	**169**	**17**	**262**	**5**	**23**	**549**
	GRAND TOTAL	**8**	**63**	**133**	**323**	**28**	**384**	**25**	**75**	**1,039**

(1) DM&E totals include Cedar American Rail Holdings.
(2) Category includes Marketing, Finance, Accounting, and Human Resources.
(3) Category includes Customer Service and Crew and Transportation Management.

BEFORE THE
SURFACE TRANSPORTATION BOARD

Canadian Pacific Railway Company, *et al.* – Control – Dakota, Minnesota & Eastern Railroad Corp., *et al.*	)	Finance Docket No. 35081

VERIFIED STATEMENT OF JOHN H. WILLIAMS

My name is John H. Williams. I am President of The Woodside Consulting Group, Inc., a firm that specializes in railroad transportation consulting. My business address is 385 Sherman Ave., Suite 1, Palo Alto, California 94306. I am also President of the Northwestern Pacific Railroad Company, a start-up short line railroad in Northern California. My qualifications and experience, encompassing almost forty-five years in the railroad industry and consulting, are described in Attachment A. Following is a brief summary of my experience that is of particular relevance to this proceeding.

Having provided consulting services to Dakota, Minnesota and Eastern Railroad Corporation ("DME") from the time it was founded, I served as Chairman of the Board of Directors of DME for nearly two years, from early 1992 to November 1993. In 1985, representing the Chicago & North Western Transportation Company, I presented testimony to the Interstate Commerce Commission ("ICC") in support of C&NW's application to construct and operate a line extension into the Powder River Basin. In 1985, I also began presenting testimony before the ICC (and later, before this Board) with regard to the market impacts of railroad consolidations. In 1985, I presented testimony representing both the California Public Utilities Commission and the California Department of Transportation in the Santa Fe/Southern Pacific merger proceeding. In May 1988, representing the Kansas City Southern, I presented

similar testimony in support of that carrier's application to acquire control of the Southern Pacific Transportation Company. In June 1997, representing Norfolk Southern Railway Company ("NS"), I presented testimony as to the impacts on rail traffic from the operation by NS of the portion of Conrail that NS sought to acquire. In October 1998, also representing NS, I presented market impact testimony as to the effects on NS of the proposed consolidation of Canadian National Railway Company ("CN") and the Illinois Central Railroad. Further, I have prepared economic and marketing analyses as an employee of Conrail and of Southern Pacific, as well as in the capacity of a consultant.

The purpose of this Verified Statement is to assess the competitive effects of the proposed acquisition of DME and its rail carrier subsidiary, Iowa, Chicago & Eastern Railroad Corporation ("ICE") by Soo Line Holding Company (and, indirectly, by Canadian Pacific Railway Company). (DME and IC&E are referred to collectively herein as "DME/ICE" and Canadian Pacific Railway Company and its U.S. subsidiaries, Soo Line Railroad Company "(SOO") and Delaware and Hudson Railway Company, Inc. ("D&H") are referred to collectively as "CPR.") My testimony will consider the impact of the proposed transaction on shippers at common points served by CPR and DME/ICE, as well as the effects of the transaction on short line carriers whose lines connect with those of DME.

I. Summary of Conclusions

My overall conclusion is that CPR's acquisition of DME/ICE is pro-competitive. As other Applicant witnesses explain, the transaction will create new single-system rail options where none currently exist, and provide DME/ICE shippers with improved access to end markets for their products. CPR's plan to invest $300 million in capital improvements on DME/ICE's existing lines will strengthen the competitive capability of DME/ICE, and enhance the safety and efficiency of its operations.

I have also concluded that the proposed transaction will have no adverse effects on rail competition. Specifically, my analysis of the impact of the proposed transaction on rail competition led to the following findings:

- There is minimal overlap in the territories and shippers served by CPR and DME/ICE;
- The traffic bases of CPR and DME/ICE are complementary, not competitive;
- No shipper will be left without competitive rail service options as a result of the proposed transaction; and
- The proposed transaction will not have material adverse effects on connecting short lines.

For all of these reasons, I believe that the proposed transaction will not diminish rail competition and that it should be approved by the Board.

II. The Proposed Transaction Will Enhance Rail Competition.

The proposed transaction is a classic end-to-end rail consolidation, as a glance at the map will show. As one of the two principal Canadian Class I rail carriers, CPR's position in the North American rail system is that of a transcontinental carrier extending between the Pacific and Atlantic Oceans. CPR's system serves the major rail gateways of Minneapolis-St. Paul, Chicago and Detroit, and other cross-border gateways including Huntington and Kingsgate, BC, Coutts, AB, Emerson, MB, and Rouses Point, NY. In contrast, DME/ICE is a Class II regional carrier that is limited geographically to serving only certain Midwestern and Western U.S. points. CPR and DME/ICE connect end-to-end at four locations -- Chicago (Bensenville), IL; La Crescent, MN; Minnesota City, MN; and St. Paul, MN.

The combination of DME/ICE with CPR will improve service and enhance rail competition. The transaction will provide rail customers with extended single-system routing options linking DME/ICE's regional network with points served by CPR in the Midwestern and

Eastern United States and across Canada. This will afford shippers (such as the growing number of ethanol producers in DME/ICE's service territory) more efficient access to end markets for their products. The elimination of interchanges and reduction in car handling and transit time made possible by the transaction will improve the quality of rail service available to shippers as well. DME/ICE and its customers will also benefit from the financial strength of CPR. Of particular importance, CPR's plan to make substantial capital investments in DME/ICE's track and facilities will improve the fluidity of traffic movements on DME/ICE's lines and the safety of that carrier's operations. These measures can only serve to enhance CPR -DME/ICE's competitive performance post-transaction.

My analysis of the Board's *Carload Waybill Sample* for the year 2005 indicates that these single-system benefits will accrue to an estimated annual volume of 23,734 carloads and 2.0 million tons of rail traffic in which CPR, DME/ICE or both currently participate. A commodity summary of single system CPR and DME/ICE traffic (see Attachment B) shows that the following seven commodities are most likely to obtain the greatest benefit from the introduction of new single system service:

		Carloads
•	Grain	4,916
•	Steel	4,572
•	Chemicals	3,276
•	Food Products	2,664
•	Hazardous Materials	2,220
•	Grain Mill Products	1,390
•	Cement	1,220

The origin-destination state/province pairs most likely to benefit from the new single system service are, as shown in Attachment C:

Location	Carloads
• North Dakota to Missouri	3,500
• Iowa to Alberta	2,130
• Iowa to Wisconsin	1,580
• South Dakota to New York	1,516
• South Dakota to Minnesota	1,144
• Minnesota to Iowa	1,120

Applicants' ability to provide new single system service, and the greater financial strength brought to DME/ICE under CPR ownership, will enhance head-to-head rail competition with other Class I railroads, particularly BNSF Railway Company ("BNSF"), CN, and Union Pacific Railroad ("UP"). The competitive benefits of the proposed transaction will be most evident on those routes where no single system rail service is available today, but where Applicants can introduce new single system services, with the resulting public benefits.

III. The Proposed Transaction Will Have No Adverse Effects on Rail Competition.

The proposed acquisition of DME/ICE by CPR will not have any adverse effects on rail competition, for several reasons. First, as described above, the proposed transaction is almost entirely "end-to-end" — there is minimal overlap in Applicants' current rail systems. Second, the traffic bases of CPR and DME/ICE are complementary rather than competitive. Third, the proposed transaction will not leave shippers at any rail station that currently has access to competitive rail service without at least two competitive rail options. Finally, the proposed transaction will not have a significant adverse impact on connecting short line carriers.

A. Methodology

In conducting my analysis of the competitive effects of the proposed transaction, I relied upon a number of sources in addition to my knowledge, experience and judgment. The two principal sources of information that I used in conducting the analysis were the *Official Railway Station List* (formerly known as the *Open and Prepay Station List)* issued January 1, 2007 (including Supplements) (referred to hereafter as the "*OPSL*") and the STB's 2005 *Carload Waybill Sample*. Throughout my assessment, I treated each six-digit Standard Point Location Code (SPLC) as a separate station. In addition to those data sources, I reviewed the provisions of relevant tariffs, trackage rights agreements, haulage agreements and similar arrangements under which CPR and/or DME/ICE presently have commercial access to points beyond their physical lines.

In determining whether a proposed consolidation would reduce effective rail competition, the Board in prior proceedings has considered whether, following the transaction, shippers that previously had access to least two competitive rail options would be left with only a single rail competitor. Accordingly, I identified for study all stations at which CPR and DME/ICE are listed in the *OPSL* as the only serving rail carriers (potential "two-to-one stations"). I also considered all stations that are presently listed as served by CPR, DME/ICE and one other railroad (potential "three-to-two stations").

In evaluating the competitive effect of a proposed consolidation at a particular station, the significant question is not how many railroads serve that station before and after the transaction, but rather whether (and how) rail customers located at that station will be affected. If there are no shipper facilities at a station (for example, if it is merely a point at which two railroads interchange traffic), then the combination of those two railroads would not reduce competitive options for any shipper. Likewise, absent transload or build-out possibilities, if two shippers are

located at the same station but each is served exclusively by a different railroad, then the combination of those railroads would not harm either shipper, as each would have access to the same number of serving railroads after as it does before the combination. Throughout my assessment, the presence of traffic of the same commodity at any station for two or more carriers was considered evidence of the existence of rail competition.

B. There is Minimal Overlap in Applicants' Service Territories.

Attachment D lists the U.S. states and Canadian provinces served by CPR and/or DME/ICE. CPR serves a total of twenty U.S. states and Canadian provinces that are not served by DME/ICE. Conversely, DME/ICE serves four states (Iowa, Kansas, Nebraska and Wyoming) that are not also served by CPR. There are only five U.S. states in which both CPR and DME/ICE provide rail service: Illinois, Minnesota, Missouri, South Dakota and Wisconsin.

CPR and DME/ICE do not serve any common points in Wisconsin. *See* Attachment E. Within the four other states in which CPR and DME/ICE provide service – Illinois, Minnesota, Missouri and South Dakota – the *OPSL* lists only 30 stations that are commonly served by CPR and DME/ICE. Those stations are listed in Attachment E. It is important to note that CPR (or DME/ICE) do not serve many of these stations directly, but rather access the station under a haulage or similar agreement with another railroad. (In many cases, those arrangements are limited to specific commodities or shippers). For example, CPR has no physical facilities and conducts no operations in the State of Missouri. Its only access to Voltz Mixing Center, MO, the site of an automobile distribution facility operated by NS, is through a haulage agreement with ICE under which CPR's rights are limited to certain finished automobile traffic originating at St. Paul, MN. CPR likewise does not physically serve the five South Dakota stations listed on Attachment E. Rather, its access to those stations is through a haulage arrangement with Dakota, Missouri Valley & Western Railroad, Inc. ("DMVW"), a short line carrier that operates the line

serving those stations (the so-called "Britton Line"). DME also relies upon haulage provided by DMVW to reach four of the Britton Line stations listed on Attachment E (Amherst, Britton, Claremont and Kidder). (DME's lines connect with those of DMWV at the fifth station, Aberdeen, SD). Similarly, DME/ICE cannot physically serve any of the ten Illinois stations, or 12 of the 14 Minnesota stations, listed on Attachment E. These stations are located within the Chicago and Minneapolis-St. Paul terminal areas, respectively. ICE has commercial access to certain shippers located at those stations via a terminal services arrangement under which CPR switches cars to/from those industries for ICE's account. As Attachment E indicates, most of the stations served by CPR and DME/ICE in Chicago and the Twin Cities are served by a variety of other Class I and short line carriers. The only Minnesota stations on Attachment E that DME/ICE can physically serve are Minnesota City and Winona (both of which are also accessed by BNSF) and River Junction, an interchange location near the point at which DME/ICE's lines connect with CPR.

Overall, of the 30 common stations listed on Attachment E, the *OPSL* indicates that only five stations are served exclusively by CPR and DME/ICE. Those five stations are listed on Attachment F. As Attachment G shows, the *OPSL* indicates that ten other stations are served by CPR, DME/ICE and one other railroad. All of the remaining stations listed on Attachment E are served by two or more non-Applicant rail carriers. Thus, the overlap between CPR and DME/ICE is minimal, and there are only a handful of rail stations at which the proposed transaction could (even theoretically) lessen rail competition. As Part II.D of my testimony demonstrates, the transaction will not have adverse competitive effects even at those few locations.

C. Applicants' Traffic Bases Are Complementary, Not Competitive.

The traffic bases of CPR and DME/ICE are complementary. The commodity distribution of the traffic handled by CPR and DME/ICE, respectively, during 2005 is set forth in Attachments H and I. Table 1 below shows CPR's five most important commodities (measured by the number of units). Collectively, these five commodities accounted for 64.0 percent of CPR's total traffic during 2005.

Table 1
Top Five Commodities Handled by CPR
(2005)

	Units (000)	Percent of Total Units
Intermodal	895	30.6%
Coal	334	11.4%
Grain	292	10.0%
Motor Vehicles	188	6.4%
Industrial Chemicals	163	5.6%

The DME/ICE traffic base (202,900 carloads in 2005 -- see Attachment I) is only about 6.9 percent of CPR's total of 2,927,000 units. The five commodities that generated the largest volumes for DME/ICE during 2005 are set forth in Table 2. Collectively, these five commodities accounted for 64.9 percent of DME/ICE's 2005 traffic.

Table 2
Top Five Commodities Handled by DME/ICE
(2005)

Carloads	Units (000)	Percent of Total Units
Grain	63.1	31.1%
Coal	23.7	11.7%
Steel	15.9	7.8%
Nonmetallic Mineral Products	14.8	7.3%
Food Products	14.1	7.0%

As Tables 1 and 2 indicate, both CPR and DME/ICE handle substantial volumes of grain (although grain accounts for a much smaller percentage of CPR's total traffic than it does for DME/ICE). Coal traffic accounted for approximately 11 percent of each carrier's traffic in 2005. However, while intermodal shipments and motor vehicles are major commodities for CPR, DME/ICE does not handle significant volumes of those types of traffic. See Attachment I. Conversely, steel shipments account for a far higher portion of DME/ICE's traffic base (7.8%) than for CPR (1.3%). See Attachments H, I.

Although grain is important to both Applicants, their current grain businesses are complementary rather than competitive. As witness Foot's testimony shows, ICE possesses extensive coverage of Iowa and southern Minnesota corn origins, while wheat is the predominant crop at points served by CPR's U.S. grain gathering network. Moreover, CPR's corn business is almost entirely export traffic -- approximately 95 percent of CPR's U.S.-originated corn is exported (via Pacific Northwest terminals) and only 5 percent is delivered to domestic end users. By contrast, 60 percent of DME's corn moves to domestic destinations. Likewise, 90 percent of

CPR's U.S. soybean traffic is exported, while 75 percent of DME's soybean shipments are domestic movements. DME's wheat traffic is predominantly winter wheat, while CPR's wheat traffic consists largely of spring wheat. Similarly, although CPR both originates and terminates coal, DME/ICE does not presently serve any coal origins, but rather serves as a terminating carrier for shipments to stations that are different from those at which CPR's coal shipments terminate. The complementary nature of CPR's and DME/ICE's traffic bases buttresses my opinion that the proposed transaction is unlikely to diminish rail competition.

D. The Proposed Transaction Will Not Leave Any Shipper Without Competitive Rail Service.

As Attachment F indicates, the *OPSL* identifies five stations at which CPR and DME/ICE are listed as the only serving rail carriers. However, my review of the traffic (if any) originating or terminating at those stations and of railroad operations at interchange junctions demonstrates that none of these five stations will lose competitive rail service as a result of the proposed transaction.

River Junction, MN. River Junction is located near the point at which the rail lines owned by ICE physically connect with those of CPR. River Junction is a Rule 260 Interchange Junction between CPR and DME/ICE. The *Carload Waybill Sample* contains no traffic that originates or terminates at this station. Rather, River Junction serves exclusively as a point of interchange between the two rail carriers. Accordingly, the proposed transaction would not result in any diminution of rail competition at River Junction.

Airline Junction, MO. Airline Junction, which is located on ICE at a point north of Kansas City, is listed in the *OPSL* as a Rule 260 Interchange Junction between CPR and DME/ICE. However, CPR does not, in fact, serve Airline Junction, nor does it have commercial access to that station under its haulage arrangement with ICE, which is limited to certain

automotive traffic moving to the Voltz Mixing Center (located elsewhere along ICE's Chicago-Kansas City line). The *Carload Waybill Sample* contains no CPR or DME/ICE traffic that originates or terminates at this station. Therefore, the proposed transaction would not result in any lessening of rail competition at Airline Junction.

La Crescent, MN. La Crescent is a station located near the point at which the lines of CPR and ICE connect. While La Crescent is listed in the *OPSL* as a station served by DME/ICE, CPR and DME/ICE do not, in fact, compete for rail traffic at industries in La Crescent. Rather, ICE has overhead trackage rights only between the end point of its line at La Crescent and CPR's St. Paul Yard. DME/ICE does not serve shippers located on CPR trackage beyond the point of ownership, and CPR does not serve industries on track owned by ICE . Therefore, the proposed transaction would not have any adverse competitive effects at that station. This conclusion is buttressed by the 2005 *Carload Waybill Sample*, which indicates that, while CPR terminated 40 carloads of railroad ties that originated at a station served exclusively by CPR in Wisconsin, DME/ICE did not participate in any traffic to/from La Crescent.

Galewood, IL. The station of Galewood, IL is located at CPR's Galewood Yard, a facility east of CPR's Bensenville Yard in Chicago. DME/ICE does not have physical access to Galewood (or to other points beyond Bensenville Yard, the northern terminus of ICE's Chicago – Kansas City line). Rather, ICE's commercial access in the Chicago area is limited to industries for which CPR switches cars for ICE's account pursuant to the terms of a terminal services agreement and CPR's switching tariff. Industries in the Chicago terminal area that are open to ICE under the CPR tariff are generally open as well to other railroads serving the Chicago terminal area. Accordingly, shippers located within the Chicago terminal area who currently have access to service from both CPR and ICE would not be left without competitive rail options

following the proposed transaction. Those shippers at Galewood (or elsewhere in the Chicago terminal area) that are not currently open to ICE under CPR's switching tariff would not be affected by the proposed transaction.

The 2005 *Carload Waybill Sample* reinforces the conclusion that ICE does not compete actively for rail traffic moving to/from Galewood. The *Carload Waybill Sample* indicates that 148 carloads of rail traffic terminated at Galewood during 2005. Forty of those carloads were shipments of wheat flour originated by CPR in Minnesota and terminated by CPR at Galewood. The remaining 108 carloads were shipments of ballast rock or stone originated by CPR in Wisconsin and terminated by CPR at Galewood. DME/ICE cannot directly serve either the origin or the destination of these movements, and did not participate in any of these 148 carloads of CPR traffic.

Itasca, IL. Itasca is a small industrial park located in the northern portion of the Chicago area. As is the case with Galewood, DME/ICE does not have physical access to Itasca. Rather, ICE's commercial access to industries in Itasca is governed by the terms of its terminal services agreement with CPR and CPR's switching tariff. Any industries at Itasca that are open to ICE would generally be open as well to other railroads, including BNSF, CSXT, CN, NS and UP. Accordingly, the proposed transaction would not adversely affect rail competition for traffic moving to/from Itasca.

The 2005 *Carload Waybill Sample* buttresses the conclusion that ICE does not compete actively for rail traffic moving to/from Itasca. The *Carload Waybill Sample* indicates that 360 carloads of rail traffic originated or terminated at Itasca during 2005. Forty carloads of polyethylene originated at a Texas station served by UP were interchanged to CPR at Chicago and were delivered to Itasca by CPR. Another 160 carloads of printing paper originated at a

station in Minnesota served by Minnesota, Dakota & Western Railway Company ("MDW") were interchanged by MDW to CN and by CN to CPR at Superior, WI, and were delivered at Itasca by CPR. An additional 40 carloads of printing paper were originated at a Maine station by the Springfield Terminal Railroad ("ST"), delivered to CPR at Mechanicville, NY, and terminated by CPR at Itasca. The only traffic that originated at Itasca in 2005 consisted of 120 cars of scrap or waste paper, which were interchanged by CPR at Chicago with NS, CSXT or UP. DME/ICE did not participate in any the 360 carloads of traffic that originated or terminated at Itasca, IL during 2005.

As the foregoing analysis shows, none of the five stations listed in the *OPSL* as served exclusively by CPR and DME/ICE will experience a loss of effective rail competition as a result of the proposed transaction because no competition between the Applicants for traffic moving to/from those stations exists today.

My analysis of the competitive effects of the proposed transaction also considered stations which the *OPSL* indicates are currently served by CPR, DME/ICE and one additional rail carrier. As Attachment G indicates, there are ten such stations, one of which is located in Illinois, four in Minnesota, one in Missouri, and four in South Dakota. A discussion of the traffic and competitive circumstances at each of those ten stations follows.

Illinois. The only station in Illinois which the *OPSL* indicates is currently served by CPR, DME/ICE and one additional rail carrier is Spaulding. Spaulding is located on a rail line in the Chicago area that is owned by the Elgin, Joliet and Eastern Railway Company ("EJE"). Spaulding is a Rule 260 Interchange Junction between EJE, on the one hand, and both CPR and ICE, on the other hand. Pursuant to its Chicago area terminal services agreement with ICE, CPR

handles cars for ICE's account to/from EJE at Spaulding. Following the proposed transaction, Applicants will continue to interchange traffic with EJE at Spaulding.

DME/ICE does not physically serve Spaulding, and the *Carload Waybill Sample* reported no ICE traffic originating or terminating at Spaulding in 2005. Accordingly, the proposed transaction would not eliminate rail competition from ICE for traffic originating or terminating at that station. While the *Carload Waybill Sample* showed small amounts of CPR coal and auto traffic originating or terminating at Spaulding during 2005, the preponderance of the traffic moving to/from Spaulding originated at EJE-served stations in Indiana and was terminated at Spaulding by EJE. It is my opinion that none of this CPR or EJE traffic would be adversely affected by the proposed transaction.

Minnesota. There are four stations in Minnesota which the *OPSL* indicates are currently served by CPR, DME/ICE and one additional rail carrier: Golden Valley, Newport, St. Paul Park, and Minnesota City. As the following discussion shows, none of these stations would be adversely impacted by the proposed transaction.

Golden Valley, MN. The station of Golden Valley is located just west of downtown Minneapolis. The *OPSL* indicates that it is served by CPR, ICE and UP. DME/ICE does not have physical access to Golden Valley. Rather, DME/ICE reaches the Twin Cities area via overhead trackage rights on CPR's line between La Crescent, MN (the end of ICE's owned lines) and CPR's St. Paul Yard. ICE has access to certain industries in the Minneapolis – St. Paul terminal area under the terms of a terminal services agreement with CPR and CPR's Twin Cities switching tariff. The one industry at Golden Valley that is open to ICE under the CPR tariff is open to BNSF, CN and Twin Cities & Western Railroad Company ("TCWR") as well. Accordingly, shippers located at Golden Valley who currently have access to service from both

CPR and ICE would not be left without competitive rail options following the proposed transaction. Those shippers at Golden Valley (and at other stations in the Minneapolis – St. Paul terminal area) that are not currently open to ICE under CPR's switching tariff would not be affected by the proposed transaction.

The 2005 *Carload Waybill Sample* buttresses the conclusion that the proposed transaction would not harm shippers at Golden Valley. According to the *Carload Waybill Sample*, no traffic originated at Golden Valley in 2005. CPR terminated 320 carloads of pulpboard or fiberboard traffic at Golden Valley that originated on other carriers, including CSXT, Tomahawk Railway ("TR"), NS, Valdosta Railway ("VR"), CN and KCS. UP terminated 320 cars at Golden Valley during 2005. These shipments, which originated at stations in Arkansas and Texas, included 40 cars of pulpboard or fiberboard and 280 cars of petroleum lubricating oil. ICE terminated at Golden Valley 372 carloads of cement that originated at a station served exclusively by ICE near Davenport, IA. CPR cannot serve Davenport, IA directly, nor does it have any commercial access to shippers at Davenport. These data confirm that the proposed transaction would not eliminate any existing competition between CPR and DME/ICE.

Newport, MN. The station of Newport, MN is located just south and east of St. Paul, MN. The *OPSL* indicates that it is served by CPR, ICE and BNSF. DME/ICE does not have physical access to Newport. Rather, as is the case with Golden Valley, ICE's access to industries at Newport is governed by the terms of its terminal services agreement with CPR and CPR's Twin Cities switching tariff. Industries at Newport that are open to ICE under the CPR tariff are open to other railroads as well. Accordingly, shippers located at Newport who currently have access to service from both CPR and ICE would not be left without competitive rail options following the proposed transaction.

The 2005 *Carload Waybill Sample* buttresses the conclusion that the proposed transaction would not harm shippers at Newport. According to the *Carload Waybill Sample*, all of the rail traffic that originated or terminated at Newport in 2005 was handled by BNSF or CPR -- ICE did not originate or terminate any rail traffic at Newport. The proposed transaction would not eliminate any rail competition between CPR and ICE at Newport, MN because none exists today. Shippers located at Newport will continue to have competitive rail service options following the transaction.

St. Paul Park, MN. The station of St. Paul Park, MN is located south and east of St. Paul. The *OPSL* indicates that it is served by CPR, ICE and BNSF. DME/ICE does not have physical access to St. Paul Park. CPR's Twin Cities switching tariff indicates that the only industry located on CPR's line in St. Paul Park is served exclusively by CPR. Accordingly, CPR and ICE do not presently compete for rail traffic at St. Paul Park, and shippers located at that station would not be adversely affected by the proposed transaction.

The 2005 *Carload Waybill Sample* confirms this conclusion. The *Carload Waybill Sample* indicates that all of the traffic that originated at St. Paul Park in 2005 was handled by CPR, and none was originated by ICE (or by BNSF). Nor did ICE participate in any traffic terminating at St. Paul Park; rather, all terminating shipments were handled by either CPR or BNSF. The traffic terminated by CPR at St. Paul Park included 680 carloads of alcohol that originated at two Iowa stations served by ICE (but not by CPR) and were interchanged at River Junction, MN. This traffic will gain access to single system service as a result of the proposed transaction. Because CPR cannot reach the Iowa stations where this traffic originated, and the CPR-served industry at St. Paul Park is not open to ICE today, the transaction will not diminish rail competition between CPR and ICE at St. Paul Park, MN.

Minnesota City, MN. The station of Minnesota City, MN, located just north of Winona, is a point at which the rail lines owned by DME/ICE physically connect with those of CPR. Minnesota City is served by CPR, DME/ICE and BNSF, and is a Rule 260 Interchange Junction between DME/ICE and CPR, and between DME/ICE and BNSF. The *Carload Waybill Sample* indicates that no rail traffic originated at Minnesota City during 2005. All of the rail traffic that terminated at Minnesota City in that year (including shipments of railroad ties destined to ICE itself) was handled by CPR or BNSF. Thus, Minnesota City serves solely as a point of interchange for DME/ICE, and the proposed transaction would not result in any diminution of rail competition at Minnesota City.

Missouri. The only station in Missouri served by CPR, DME/ICE and one additional rail carrier is Voltz Mixing Center. Voltz Mixing Center is an automobile distribution facility operated by NS, which is located on NS' line at a point north and east of Kansas City. Voltz Mixing Center is a Rule 260 Interchange Junction between NS and ICE. CPR cannot serve Voltz Mixing Center directly – in fact, CPR conducts no operations at all in the State of Missouri. Rather, CPR accesses Voltz Mixing Center through a haulage agreement under which ICE agreed to handle for the account of CPR finished automobiles originating in St. Paul, MN (at a station that is not open to ICE under its terminal services agreement with CPR). The *Carload Waybill Sample* indicates that all of the finished automobile traffic that originated or terminated at Voltz Mixing Center in 2005 was originated or terminated by NS. (The CPR-ICE haulage arrangement did not commence until 2006; however, cars moving under that arrangement are interchanged to NS for physical delivery to the facility.) Because ICE cannot serve the origin of CPR's automotive shipments to Voltz Mixing Center, and CPR cannot serve the destination, there does not exist any competition between CPR and ICE for traffic moving to/from Voltz

Mixing Center, and the proposed transaction will not result in a diminution in rail competition at that station.

South Dakota. There are four stations in South Dakota which the *OPSL* indicates are currently served by CPR, DME/ICE and one additional rail carrier: Amherst, Britton, Claremont, Kidder. These stations are located on DMVW's "Britton Line" between Geneseo Junction, ND and Aberdeen, SD. CPR's only access to Amherst, Britton, Claremont, and Kidder is via a haulage arrangement with DMVW, which connects with CPR at Hankinson, ND. DME likewise does not physically serve Amherst, Britton, Claremont, or Kidder, but accesses shippers located at those four stations pursuant to a switching agreement under which DMVW delivers cars to DME at Aberdeen (which DME serves directly). Like DME and CPR, BNSF has access to those four stations pursuant to an arrangement with DMVW, whose line connects with BNSF at Aberdeen. Accordingly, shippers located at Amherst, Britton, Claremont, and Kidder would not be left without effective competitive rail options as a result of the proposed transaction. The *Carload Waybill Sample* indicates that, during 2005, DME did not participate in any traffic moving to/from Amherst, Britton, Claremont, or Kidder. Rather, all of the traffic originated at these four stations in 2005 was grain moving in the waybill account of CPR. The only traffic terminated at any of those four stations was destined to Britton, and that traffic was both originated and terminated by CPR. Because there was no DME participation in any traffic moving to or from these four stations, the proposed transaction would not eliminate any actual rail competition between CPR and DME.

E. The Proposed Transaction Will Not Have Adverse Competitive Impacts on Short Line Railroads In DME/ICE's Service Territory.

As a part of my analysis of the competitive effects of the proposed transaction, I evaluated the potential effects on each of the 14 short line carriers whose lines connect with

those of DME/ICE. Those short line railroads, the points at which they connect with the DME/ICE system, and the other railroads with which they connect, are listed in Attachment J. My assessment considered both the ability of these short-line railroads to interchange traffic with carriers other than CPR or DME/ICE, as well as the potential divertibility as a result of the transaction of traffic which those carriers currently handle in conjunction with CPR or DME/ICE. For the reasons discussed in this section, it is my conclusion that none of DME/ICE's short line railroad connections will be adversely affected and that rail competition involving those short line carriers will not be diminished by the proposed transaction.

It is notable that *none* of the fourteen short line carriers that presently connects with DME/ICE will be left without non-Applicant competitive routing options following the proposed transaction. As Attachment J shows, thirteen of those short line carriers have the ability to connect with at least one railroad other than the Applicants. (The fourteenth, the Iowa Traction Railroad Company, presently connects only with ICE, so that its options would not be affected by the transaction.) In many instances, short line railroads that interchange traffic with DME/ICE today have the ability to interchange with multiple railroads in addition to Applicants. Accordingly, no short line carrier will become "captive" to the CPR – DME/ICE system as a result of the proposed transaction.

Moreover, my analysis of the *Carload Waybill Sample* indicates that none of the short line railroads with which DME/ICE connects today will experience a substantial diversion of traffic to Applicants following the proposed transaction. My assessment of each short line railroad follows:

1. Appanoose County Community Railroad, Inc. (APNC)

APNC is a small, 36-mile long railroad operating in southern Iowa. In addition to connecting with ICE at Moravia, IA, APNC connects with NS at Albia, IA. CPR does not serve

Iowa, and does not have the ability to connect directly with APNC. According to the *Carload Waybill Sample*, there was no joint traffic in which APNC participated with either CPR or DME/ICE in 2005. Therefore, I concluded that APNC will not be adversely affected by the proposed transaction.

2. Cedar Rapids & Iowa City Railway Co. (CIC)

CIC is headquartered in Cedar Rapids, IA and operates over its owned rail lines in that vicinity. CIC also has haulage rights that extend its operations beyond its physical lines. CIC interchanges with ICE at Chicago, IL and Dubuque, IA, and also has a haulage interchange with CPR at Chicago. As Attachment J shows, CIC also has revenue interchanges with twelve other railroads.

The 2005 *Carload Waybill Sample* reported multiple movements of traffic that originated on CIC at Cedar Rapids in which ICE served as a bridge carrier between Iowa Interstate Railroad Ltd. ("IAIS") at Davenport, IA and KCS at Kansas City. Conversely, CIC terminated 160 cars at Cedar Rapids for which ICE bridged the movement between KCS at Kansas City and IAIS at Davenport. For an additional 400 carloads that originated on CIC at Cedar Rapids, ICE served as a bridge carrier between Dubuque, IA and Janesville, WI, and between Dubuque, IA and St. Paul, MN (where it interchanged such traffic with CPR). CIC also used its haulage arrangement to interchange 80 cars with CPR at Chicago. Because all of this CIC traffic originates or terminates at Cedar Rapids – a point which neither DME/ICE nor CPR can serve – I judged that none of this traffic would be diverted away from CIC by Applicants following the proposed transaction. In any event, CIC has numerous interchanges with non-Applicant railroads that could function as alternatives to those it currently maintains with DME/ICE and/or CPR. I found, therefore, that CIC will not be adversely affected by the proposed transaction.

3. Chicago, Ft. Wayne, and Eastern (CFE)

CFE operates 273 miles of rail lines in Illinois, Indiana and Ohio. It can interchange traffic with thirteen railroads other than CPR and ICE. The *Carload Waybill Sample* reported that, during 2005, CFE originated 240 carloads of steel at an exclusively served station in Indiana that were delivered to CPR at Chicago. I judged that this traffic could not be diverted by a consolidated CPR - DME/ICE system, because neither CPR nor DME/ICE can serve the origin. Based on the availability to CFE of multiple alternative interchanges with non-Applicant carriers, and the non-divertibility of the traffic that CFE handles in conjunction with CPR today, I concluded that CFE would not be adversely affected by the proposed transaction.

4. Chicago Southshore and South Bend Railroad (CSS)

CSS' rail lines extend generally from Chicago eastward to South Bend, IN. CSS has connections with both ICE and CPR at Chicago and with CPR at Burnham, IL. CSS also has connections with fourteen non-Applicant railroads.

The *Carload Waybill Sample* reported that, during 2005, CSS originated 520 carloads at Burns Harbor, Michigan City, and Midwest Portage, IN that were interchanged with either CPR or DME/ICE at Chicago for movement to destinations served by those carriers. In addition, CSS terminated at Michigan City, IN 840 carloads of hazardous materials that originated at a CPR station in Saskatchewan that is open to CN. Because neither CPR nor DME/ICE can serve any of the CSS stations involved in these movements, I judged that none of this traffic could be diverted by Applicants following the proposed transaction.

Based on the availability to CSS of multiple alternative interchanges with non-Applicant carriers, and the non-divertibility of the traffic that CSS handles in conjunction with CPR and ICE today, I concluded that CSS would not be adversely affected by the proposed transaction.

5. D&I Railroad Co. (DAIR)

DAIR is a small short line that operates primarily in the areas of Sioux Falls, SD and Sioux City, IA. DAIR recently published in the *OPSL* a revenue interchange with DME at Wolsey, SD. DAIR also has interchange connections with BNSF, CN and UP. CPR cannot connect directly with DAIR. The *Carload Waybill Sample* reported that DAIR did not move any rail traffic in conjunction with either CPR or DME/ICE in 2005.

Because DAIR's principal connections historically have been with BNSF, CN, and UP, and because DAIR did not have any interline traffic with Applicants during 2005, I concluded that DAIR would not be adversely affected by the proposed transaction.

6. Illinois Railnet, Inc. (IR)

IR is a small railroad that operates in north central Illinois. IR has revenue interchanges with CN, CSXT, NS and UP in addition to interchanges with ICE at Davis Jct., IL and Rockford, IL. CPR cannot connect directly with IR. The *Carload Waybill Sample* reported that IR did not move any rail traffic in conjunction with either CPR or DME/ICE in 2005. Given its available interchanges with four of the largest North American rail systems other than Applicants, and because IR did not have any interline traffic with Applicants during 2005, I concluded that IR would not be adversely affected by the proposed transaction.

7. Indiana Rail Road Corp. (INRD)

INRD owns or operates rail lines extending generally between Chicago, IL, Indianapolis, IN, Lis, IL, and Louisville, KY. In addition to interchanges with ICE and CPR at Chicago, INRD has revenue interchanges with five non-Applicant railroads.

There was no INRD traffic with DME/ICE reported in the 2005 *Carload Waybill Sample*. However, the *Carload Waybill Sample* reported a substantial volume of traffic that was originated or terminated by INRD and interchanged with CPR at Linton, IN. However, as a

result of the sale of CPR's Chicago – Louisville line to INRD in 2006, CPR no longer interchanges traffic with INRD at Linton, but now does so at Chicago. Because CPR cannot access any of the INRD stations at which such traffic originates or terminates, I judged that none of this traffic could be diverted by Applicants following the proposed transaction. Based on the availability to INRD of multiple alternative interchanges with non-Applicant carriers, and the non-divertibility of the traffic that INRD handles in conjunction with CPR, I concluded that INRD would not be adversely affected by the proposed transaction.

8. Iowa Interstate Railroad Ltd. (IAIS)

IAIS extends generally from the Chicago gateway to Council Bluffs, IA and Omaha, NE, and serves the states of Illinois, Iowa, and the eastern portion of Nebraska. IAIS has revenue interchanges with ICE at Chicago, IL, Davenport, IA, and Rock Island, IL and with CPR at Blue Island and Chicago, IL. IAIS also has revenue interchanges with twenty non-Applicant railroads.

The *Carload Waybill Sample* reported a total of 2,671 carloads that were interchanged between IAIS and either CPR or DME/ICE during 2005. With one exception, all of the IAIS originated or terminated traffic was from stations served exclusively by IAIS or from open stations that cannot be reached by either CPR or DME/ICE. The sole exception was a movement of 80 cars of scrap iron or steel originated by IAIS at a station in Illinois that, according to the *OPSL*, can also be served by ICE. Since this traffic was routed IAIS - Chicago - CPR to a Wisconsin destination, these 80 carloads would initially appear to be divertible to a ICE-CPR routing. However, the *Carload Waybill Sample* also reported 80 additional carloads of scrap iron or steel that originated at the same IAIS station in Illinois that were routed IAIS - Davenport - ICE to a destination in Iowa that is served exclusively by ICE. Because ICE was unable to divert those 80 cars to its existing single line route, I judged the situation most likely to be that ICE

cannot access the specific rail customer that generated the traffic. Accordingly, I concluded that neither 80-car group of traffic is likely divertible. However, even if the first 80 carloads discussed here were, in fact, divertible by Applicants, the loss of that traffic by IAIS would represent only about 3 percent of IAIS's total joint traffic with CPR - DME/ICE, an amount I believe to be minimal.

Based on the availability to IAIS of a large number of alternative interchanges with non-Applicant carriers, and my judgment that the traffic that IAIS handles in conjunction with ICE today is not likely to be diverted, I concluded that IAIS would not be adversely affected by the proposed transaction.

9. Iowa Northern Railroad (IANR)

IANR operates 127 miles of rail lines in northeastern Iowa. In addition to revenue interchanges with DME/ICE at Manly and Nora Springs, IA, IANR also has revenue interchanges with CN, CIC and UP. CPR does not operate in Iowa, and cannot connect directly with IANR.

The 2005 *Carload Waybill Sample* reported only two joint movements involving IANR and Applicants, each of which consisted of 40 carloads and originated on IANR. One of those movements terminated on CPR and the other terminated on DME/ICE. In neither case can CPR or DME/ICE access the origin station. Therefore, I judged this traffic to be non-divertible by Applicants following the proposed transaction.

Because IANR has revenue interchanges with three non-Applicant railroads, and based on my judgment that none of its existing interline traffic with Applicants could be diverted to a single system routing, I concluded that IANR would not be adversely affected by the proposed transaction.

10. Iowa Traction Railroad Co. (IATR)

IATR is a 10-mile short line based in Mason City, IA. IATR's only existing revenue interchange is with ICE. Accordingly, IATR will have access to no fewer interchanges than it has today as a result of the proposed transaction. The 2005 *Carload Waybill Sample* reported only one 40 car movement of scrap iron or steel that originated on IATR at Mason City and was interchanged to ICE at Mason City. Since DME and ICE can access Mason City today but CPR cannot, the proposed transaction would not affect the routing of this movement. Therefore, the transaction would not adversely affect IATR.

11. Missouri North Central Railroad (MNC)

MNC is a 37-mile short line that operates in Central Missouri. In addition to its connection with ICE at Chillicothe, MO, MNC has a revenue interchange with BNSF at Sumner, MO. CPR does not operate in Missouri and cannot interchange traffic (directly or indirectly) with MNC.

The 2005 *Carload Waybill Sample* reported no joint traffic between DME/ICE and MNC. Because of the availability of an alternative revenue interchange with BNSF, and in the absence of any potential traffic losses, I concluded that MNC will not be adversely affected by the proposed transaction.

12. Nebkota Railway, Inc. (NRI)

NRI is a small short line that operates in the northwestern portion of Nebraska. In addition to its connection with DME at Chadron, NE, NRI also connects with BNSF at Crawford, NE. CPR does not operate in Nebraska and cannot interchange traffic with NRI. Moreover, there was no joint NRI - DME traffic reported in the 2005 *Carload Waybill Sample*. Because of the availability of an alternative revenue interchange with BNSF, and in the absence

of any potential traffic losses, I concluded that MNC will not be adversely affected by the proposed transaction.

13. Twin Cities & Western Railroad (TCWR)

TCWR operates 229 miles of line located generally west of the Twin Cities. TCWR connects with both CPR and ICE at St. Paul, MN. TCWR also has revenue interchanges with five non-Applicant railroads, including BNSF and CN. The *Carload Waybill Sample* reported that 7,872 carloads of traffic were handled jointly by TCWR and either CPR or ICE during 2005. I reviewed each origin and destination location served by TCWR and found that none can be reached directly by either CPR or ICE. Therefore, the traffic that TCWR currently handles in conjunction with CPR and ICE is not divertible to a CPR – DME/ICE single system routing.

Based on the availability to TCWR of alternative interchanges with non-Applicant carriers, and my judgment that the traffic that TCWR handles in conjunction with Applicants today is not likely to be diverted, I concluded that TCWR would not be adversely affected by the proposed transaction.

14. Wisconsin & Southern Railroad Co. (WSOR)

WSOR operates a large regional railroad that is located in southern Wisconsin. WSOR has revenue interchanges with both CPR and ICE at Chicago, IL; with ICE at Janesville, WI, and with CPR at Madison and Milwaukee, WI. In addition, WSOR has interchange connections with twelve non-Applicant railroads.

The *Carload Waybill Sample* reported that WSOR handled a total of 1,000 carloads of traffic jointly with CPR and/or ICE during 2005. Of that total, all but 160 cars terminated at stations in Wisconsin that neither CPR nor ICE can serve. Of those 160 cars, 80 cars were routed by CPR to a WSOR destination station that CPR can serve directly. This routing suggests that CPR could not serve the specific rail customer to which the traffic was delivered.

Another 80 carloads were destined to a Wisconsin station that is jointly served by CPR and WSOR, and ICE was in the route as a bridge carrier between CIC at Dubuque and WSOR at Janesville. I judged that these 80 carloads are potentially divertible by Applicants following the proposed transaction. However, as the terminating carrier, WSOR might prevent the loss of this traffic by soliciting instead a routing in conjunction with CIC and one of its alternate railroad connections, such as BNSF, CN or UP. In my opinion, that is what WSOR would most likely do.

Based on the availability to WSOR of alternative interchanges with multiple non-Applicant carriers, and the high probability that none of WSOR's traffic will be successfully diverted by Applicants, I found that WSOR would not be adversely affected by the proposed transaction.

VERIFICATION

I, John H. Williams, verify under penalty of perjury that the foregoing statement is true and correct. Further, I certify that I am qualified and authorized to file this statement.

Executed on October 2, 2007.

John H. Williams

Attachment A

Qualifications of John H. Williams

I am President of The Woodside Consulting Group, Inc., 385 Sherman Ave., Suite 1, Palo Alto, California 94306, a firm that specializes in railroad transportation consulting. I am also President of the Northwestern Pacific Railroad Company, a start-up railroad short line in Northern California.

I was educated at the University of Illinois, where I received an A.B. in Liberal Arts and Sciences in 1962, with a major in economics, and an M.B.A. in 1963, with finance as my area of specialization; my educational training included courses in these fields as well as in marketing and operations. Although transportation was not a recognized area of emphasis for either degree, that was my interest throughout college; as a result, I completed almost every transportation course, either in the College of Commerce and Business Administration or in the Department of Civil Engineering, offered by Professors D. Philip Locklin (transportation economics), W. W. Hay (railway engineering), and K. U. Flood (distribution).

In 1963, I joined the Southern Pacific Transportation Company as a Transportation Analyst in the Bureau of Transportation Research. Following a year of introductory training, I was transferred to the Total Operations Processing System ("TOPS") project, which was responsible for designing and obtaining the adoption of a real-time, computerized information system for planning, controlling, and evaluating railroad operations. This was a pioneering project in computerized management and control of railroads, which was subsequently adopted by numerous other carriers.

In 1966, I joined the Operating Department of Southern Pacific, working initially as a brakeman on the Western Division and subsequently as an Assistant Trainmaster in El Centro, California. In early 1967, I was promoted to Trainmaster at Lordsburg, New Mexico, where I was responsible for supervising train operations over some three hundred miles of Southern Pacific's main line track, plus branch lines, between Tucson and El Paso.

In 1968, I was granted a three-year leave of absence to join the Department of Transportation's newly formed Federal Railroad Administration in Washington, D.C. As a Transportation Specialist in the Office of Policy and Planning, I provided economic and operational analyses, and evaluated, proposed, and assisted in the development of various public policies affecting the railroads. I specialized in rail network restructuring (where I developed FRA's first rail network model) and mergers, freight car supply, and other rail operational issues, in addition to formulating FRA's economic research and development program. During that time, I also represented FRA as a member of Assistant Secretary Charles D. Baker's interdepartmental team which proposed deregulation of the railroads; many of the concepts and policies that we debated then have now been implemented through the 4-R Act, the Staggers Act, and through subsequent Interstate Commerce Commission and Surface Transportation Board initiatives.

In 1972, I returned to Southern Pacific as a Special Assistant in the Executive Department, with responsibility for coordinating the preparation of Southern Pacific Company's corporate ten-year financial plan. Later that year, I was promoted to Manager of the Bureau of Transportation Research, the organization in which I began my railroad career in 1963. In that capacity, I managed a staff of some twenty individuals, reporting directly to the senior executive management of Southern Pacific. We were responsible for analyses of commodity and route profitability, cost-of-service calculations, evaluations of possible line abandonments, and analyses of prospective investments and

acquisitions – both railroad and non-railroad. In addition, we were responsible for presentations before regulatory authorities; I appeared before the Interstate Commerce Commission on several such issues.

In late 1977, I was promoted to the position of Assistant to the Vice President in the Executive Department of Southern Pacific. In that position, I managed the Office of Special Projects, which was created in order to permit me to concentrate on those matters of particular importance to the senior executive management of Southern Pacific. At that time, those special projects included Southern Pacific's prospective acquisitions of the Chicago, Rock Island & Pacific's Tucumcari Line and of the Seaboard Coast Line System – the latter now being a part of CSXT.

In August 1980, I left Southern Pacific to become Assistant Vice President – Strategic Analysis for Consolidated Rail Corporation in Philadelphia. I reported directly to the Chairman, Mr. Edward G. Jordan, and my responsibilities continued to be focused in the mergers and acquisitions area. I directed the preparation of Conrail's position on the Norfolk Southern merger – and testified before the Interstate Commerce Commission in that case – as well as the preparation of Conrail's merger studies and policy position in the Union Pacific/Missouri Pacific/Western Pacific merger case. In both instances, I participated in the negotiated settlements that resulted. I was also responsible for designing and evaluating structural alternatives to Conrail as a corporate entity.

In late 1981, I returned to San Francisco as Vice President/Land Transportation of Manalytics, Inc., a transportation consulting firm. There, I was responsible for the business development and conduct of land transportation activities.

In October 1983, I became President of The Woodside Consulting Group, Inc. In this capacity, I am responsible for all of the business conduct and policy decisions of our firm. We offer a broad range of transportation consulting services, both to public agencies and private sector clients, dealing primarily with railroad transportation issues.

In March 1985, representing both the California Public Utilities Commission (CPUC) and the California Department of Transportation, I presented testimony before the Interstate Commerce Commission in the proposed Southern Pacific/Santa Fe merger proceeding. My testimony – which was cited in the Commission's *Decision* – analyzed the market impacts of that proposed merger on California and its shippers, and recommended the imposition of conditions in order to mitigate the anticompetitive effects of that merger, as proposed.

In October 1985, representing the Chicago & North Western Transportation Company, I presented testimony to the Interstate Commerce Commission in support of that carrier's application for the construction and operation of a line extension into the Powder River Basin in order to introduce rail competition to Burlington Northern in that important market.

In May 1988, representing the Kansas City Southern, I presented testimony before the Interstate Commerce Commission, including a substantial portion of the required Exhibit 12 – Market Impact Analysis, in support of that carrier's application for control of the Southern Pacific Transportation Company. My testimony analyzed the market impacts of a consolidated Kansas City Southern/Southern Pacific System on shippers, competition, efficiency, and other carriers. I also submitted testimony in opposition to the proposed Denver and Rio Grande Western/Southern Pacific combination, in which I characterized those applicants' Exhibit 12 – Market Impact Analysis as being unrealistic in the marketplace.

During 1996, I provided consulting advice and analyses to the CPUC with regard to the Union Pacific's proposed acquisition of Southern Pacific. My recommendations toward ensuring the preservation of adequate and effective competition were included in the CPUC's presentation to this Board.

In June 1997, representing the Norfolk Southern Railway Company, I presented testimony before the Surface Transportation Board as to the results of a Rail Traffic Diversion Study concerning the likely impacts of the operation by Norfolk Southern of Conrail's Penn Lines on the traffic and revenues of affected railroads. The Board accepted the results of that Study in its Decision approving the Conrail Transaction. Subsequently, I was involved in many aspects of the transition to Norfolk Southern of the Penn Lines' portion of Conrail's commercial functions.

In October 1998, representing the Norfolk Southern Railway Company, I presented Market Impact Study testimony before the Surface Transportation Board as to the effects on Norfolk Southern of the proposed consolidation of the Canadian National Railway System and the Illinois Central Railroad System. My Study addressed probable traffic volumes and train and traffic volumes on routes and at locations important to Norfolk Southern.

As a part of our consulting practice during the past two decades, The Woodside Consulting Group has undertaken more than three dozen regional railroad analyses, including due diligence studies, the preparation of Business Plans, and assessments of the operating entities when the Business Plans were not being met. Included among the railroads we have studied are MidSouth Rail Corporation, Paducah & Louisville Railways, Inc., Dakota, Minnesota & Eastern Railroad Corporation, and Montana Rail Link. For each such analysis, my responsibility has been either to prepare a marketing

plan or to evaluate whether the marketing plan being presented was realistic. I also served, on a part-time basis, as Chairman of the Board of Directors of the Dakota, Minnesota & Eastern Railroad Corporation, from early 1992 through November 1993.

During my forty-four year career at Southern Pacific, Conrail, the Federal Railroad Administration, Manalytics, and The Woodside Consulting Group, my work has required me to consider many aspects of railroading, including marketing, operations, finance, economics, planning and public policy. At FRA, the economic research and development program I developed included marketing studies of grain and perishable produce. At Southern Pacific, I conducted and directed numerous marketing studies of both deficit and highly profitable railroad commodities (including lumber, wood chip, automotive, chemical, intermodal, perishable, sugar beet, and iron ore traffic), as well as of competing modes. At the higher corporate levels my positions entailed beginning in 1972, the types of work for which I was responsible required me to consider all aspects of railroading, including the three basic functional areas of marketing, finance, and operations. As a consultant, I have provided services to clients encompassing most aspects of railroading -- including primarily mergers and strategic planning, marketing, finance, operations, economics, and public policy.

Attachment B
Potential Single System CPR-DME/ICE System Traffic
Commodity Summary

STCC	Commodity	Carloads	Tons
011	Grain	4,916	333,516
112	Bituminous coal	440	12,256
204	Grain mill products	1,390	127,770
209	Misc. food products	2,664	214,620
242	Sawmill products	570	51,280
262	Paper	520	40,040
263	Fibreboard/paperboard/pulpboard	320	19,600
281	Industrial chemicals	3,276	308,427
324	Hydraulic cement	1,220	123,716
329	Misc. nonmetallic mineral products	400	37,880
331	Steel	4,572	419,606
402	Waste or scrap	886	49,710
490	Hazardous materials	2,220	192,350
All Other		340	23,310
Total		23,734	1,954,081

Source: 2005 Carload Waybill Sample

Attachment C
Potential Single System CPR-DME/ICE System Traffic
Origin-Destination Summary

Origin State	Destination State	Carloads	Tons
ND	MO	3,500	203,376
IA	AB	2,130	204,320
IA	WI	1,580	158,636
SD	NY	1,516	145,004
SD	MN	1,144	105,608
MN	IA	1,120	96,920
IA	MN	920	79,720
IA	SK	912	72,496
MB	IA	880	72,440
IA	ON	760	72,960
AB	IA	640	51,000
SK	IA	580	42,340
IA	NY	490	44,370
MN	MN	480	48,216
IN	MN	440	12,256
WI	IA	416	15,800
MN	MO	400	36,500
MN	IL	360	34,280
ON	MN	360	32,400
SK	MO	360	35,120
SD	WI	304	30,096
All Other		4,442	360,223
Total		23,734	1,954,081

Source: 2005 Carload Waybill Sample

Attachment D
U.S. States and Canadian Provinces Served by CPR and/or DME/ICE Systems

CPR Only	DME/ICE Only	CPR and DME/ICE
1. Connecticut*	1. Iowa	1. Illinois
2. Idaho	2. Kansas	2. Minnesota
3. Indiana	3. Nebraska	3. Missouri*
4. Maine*	4. Wyoming	4. South Dakota*
5. Massachusetts*		5. Wisconsin
6. Michigan		
7. Montana		
8. New Jersey		
9. New York		
10. North Dakota		
11. Pennsylvania		
12. Vermont*		
13. Virginia*		
14. Washington		
15. Alberta		
16. British Columbia		
17. Manitoba		
18. Ontario		
19. Quebec		
20. Saskatchewan		

*CPR Haulage or Trackage Rights only

Source:
Official Railroad Station List (OPSL 6000-AB), Jan. 1, 2007, and Supplements 6 and 12-15.

Attachment E

Stations Served Jointly By Both CPRS and DME/ICE

	Station	State	SPLC	Railroads
1.	Argo	IL	381313	BNSF, BOCT, BRC, CFE, CN, CPRS, ICE, IHB, UP, WSOR
2.	Bensenville	IL	381851	CPRS, CSXT, ICE, NS
3.	Blue Island	IL	381380	BNSF, BOCT, CFE, CIC, CN, CPRS, CRL, CSXT, IAIS, ICE, IHB, NS, UP
4.	Chicago	IL	380000	BNSF, BOCT, BRC, CFE, CIC, CIRY, CN, CPRS, CRL, CSS, CSXT, EJE, IAIS, ICE,
			380000	IHB, INRD, KCS, MJ, NS, SCIH, UP, WSOR
5.	Chicago Clearing	IL	380433	BRC, CN, CPRS, CSXT, ICE, IHB, INRD, MJ, UP, WSOR
6.	Franklin Park	IL	381236	CN, CPRS, ICE, IHB, UP
7.	Galewood	IL	380051	CPRS, ICE
8.	Itasca	IL	381839	CPRS, ICE
9.	Norpaul Yard	IL	380649	CPRS, ICE, CN, IHB, UP
10.	Spaulding	IL	381194	CPRS, EJE, ICE
11.	Arden Hills	MN	504425	BNSF, CPRS, ICE, MNNR, UP
12.	Golden Valley	MN	504547	CPRS, ICE, UP
13.	La Crescent	MN	507713	CPRS, ICE
14.	Minneapolis	MN	504600	BNSF, CN, CPRS, ICE, MNNR, PGR, UP
15.	Minnesota City	MN	507334	BNSF, CPRS, DME
16.	Minnesota Transfer	MN	504452	BNSF, CN, CPRS, ICE, MNNR, UP, TCWR
17.	Newport	MN	504295	BNSF, CPRS, ICE
18.	Northfield	MN	507222	CPRS, ICE, PGR, UP
19.	River Jct.	MN	507714	CPRS, ICE
20.	St. Louis Park	MN	504561	BNSF, CPRS, ICE, TCWR, UP
21.	St. Paul	MN	504450	BNSF, CN, CPRS, ICE, MNNR, TCWR, UP
22.	St. Paul Park	MN	504293	BNSF, CPRS, ICE
23.	White Bear Lake	MN	504410	BNSF, CPRS, ICE, MNNR, UP
24.	Winona	MN	507324	BNSF, CPRS, DME, UP
25.	Airline Jct.	MO	566905	CPRS, ICE

Attachment E

Stations Served Jointly By Both CPRS and DME/ICE

	Station	State	SPLC	Railroads
26.	Aberdeen	SD	522170	BNSF, CPRS, DME, DMVW
27.	Amherst	SD	521277	CPRS, DME, DMVW
28.	Britton	SD	521250	CPRS, DME, DMVW
29.	Claremont	SD	522141	CPRS, DME, DMVW
30.	Kidder	SD	521223	CPRS, DME, DMVW

Source: Official Railroad Station List (OPSL 6000-AB), Jan. 1, 2007, and Supplements 6 and 12-15.

Attachment F
Stations Listed in OPSL as Served Exclusively by CPR and DME/ICE

	Station	State	SPLC	Railroads
1.	Galewood	IL	380051	CPRS, ICE
2.	Itasca	IL	381839	CPRS, ICE
3.	La Crescent	MN	507713	CPRS, ICE
4.	River Jct.	MN	507714	CPRS, ICE
5.	Airline Jct.	MO	566905	CPRS, ICE

Source:
Official Railroad Station List (OPSL 6000-AB), Jan. 1, 2007, and Supplements 6 and 12-15.

Attachment G
Stations Listed in OPSL as Served by CPR, DME/ICE and One Other Railroad

	Station	State	SPLC	Railroads
1.	Spaulding	IL	381194	CPRS, EJE, ICE
2.	Golden Valley	MN	504547	CPRS, ICE, UP
3.	Minnesota City	MN	507334	BNSF, CPRS, DME
4.	Newport	MN	504295	BNSF, CPRS, ICE
5.	St. Paul Park	MN	504293	BNSF, CPRS, ICE
6.	Voltz Mixing Ctr.	MO	566790	CPRS, ICE, NS
7.	Amherst	SD	521277	CPRS, DME, DMVW
8.	Britton	SD	521250	CPRS, DME, DMVW
9.	Claremont	SD	522141	CPRS, DME, DMVW
10.	Kidder	SD	521223	CPRS, DME, DMVW

Source:
Official Railroad Station List (OPSL 6000-AB), Jan. 1, 2007, and Supplements 6 and 12-15.

Attachment H
Commodity Distribution of 2005 CPRS Traffic

STCC	Commodity	Units (000)	Tons (Millions)	% of Total Units
011	Grain	292	26.4	10.0%
013	Fresh vegetables	37	2.5	1.3%
109	Misc. metal ores	32	2.6	1.1%
112	Bituminous coal	334	37.0	11.4%
147	Chemical/fertilizer minerals	31	3.4	1.0%
209	Misc. food products	72	4.0	2.5%
242	Sawmill products	42	3.2	1.4%
261	Pulp or pulp mill products	38	3.2	1.3%
262	Paper	47	2.8	1.6%
281	Industrial chemicals	163	16.8	5.6%
282	Plastic materials	31	2.5	1.1%
331	Steel	38	3.4	1.3%
371	Motor vehicles or equipment	188	3.8	6.4%
402	Waste or scrap	41	2.2	1.4%
422	Empty trailers	141	0.3	4.8%
461	Intermodal	895	11.2	30.6%
490	Hazardous materials	53	3.9	1.8%
491	Flammable liquids	29	2.3	1.0%
495	Mixed loads (incl. hazmat)	27	0.4	0.9%
All Others		396	21.5	13.5%
Total		2,927	153.6	100.0%

Sources: (1) 2005 Carload Waybill Sample; (2) CPRS (2005 Canadian domestic traffic)

Attachment I
Commodity Distribution of 2005 DME/ICE Traffic

STCC	Commodity	Carloads	Tons (Millions)	% of Total CLs
011	Grain	63,149	6.0	31.1%
112	Bituminous coal	23,664	2.8	11.7%
142	Crushed stone/riprap	1,976	0.2	1.0%
145	Clay/ceramic minerals	4,768	0.5	2.3%
147	Chemical/fertilizer minerals	1,008	0.1	0.5%
203	Canned/preserved foods	1,000	0.1	0.5%
204	Grain mill products	5,240	0.4	2.6%
209	Misc. food products	14,120	1.3	7.0%
242	Sawmill products	2,120	0.2	1.0%
249	Misc. wood products	1,520	0.1	0.7%
263	Fibreboard/paperboard/pulpboard	4,720	0.3	2.3%
281	Industrial chemicals	6,594	0.6	3.2%
282	Plastic materials	2,552	0.2	1.3%
287	Agricultural chemicals	3,572	0.3	1.8%
289	Misc. chemical products	1,300	0.1	0.6%
324	Hydraulic cement	5,896	0.6	2.9%
329	Misc. nonmetallic mineral products	14,848	1.4	7.3%
331	Steel	15,912	1.4	7.8%
402	Waste or scrap	13,312	1.0	6.6%
490	Hazardous materials	6,160	0.6	3.0%
493	Corrosive materials	1,840	0.1	0.9%
All Others		7,648	0.6	3.8%
Total		202,919	19.0	100.0%

Source: 2005 Carload Waybill Sample

Attachment J
DME/ICE Short Line Railroad Connections

	Short Line Railroad	Code	Railroad	DME/ICE Junctions	Other Connecting Railroads
1.	Appanoose County Community Railroad, Inc.	APNC	ICE	Moravia, IA	NS
2.	Cedar Rapids & Iowa City Railway Co.	CIC	ICE	Chicago, IL; Dubuque, IA	BOCT, BNSF, CN, CPRS, CRL, CSS, CSXT, IHB, IAIS, IANR, NS, UP, WSOR
3.	Chicago Ft. Wayne & Eastern	CFE	ICE	Chicago, IL	BNSF, CN, CPRS, CIND, CSS, CSXT, EJE, IORY, IHB, IAIS, NS, UP, WE, WSOR
4.	Chicago Southshore & South Bend Railroad	CSS	ICE	Chicago, IL	BOCT, BNSF, CN, CPRS, CIC, CFE, CRL, CSXT, EJE, IHB, ICE, IAIS, NS, UP, WSOR
5.	D&I Railroad Co.	DAIR	DME	Wolsey, SD	BNSF, CN, UP
6.	Illinois Railnet, Inc.	IR	ICE	Davis Jct., IL; Rockford, IL	CN, CSXT, NS, UP
7.	Indiana Rail Road Corp.	INRD	ICE	Chicago, IL	CN, CPRS, CSXT, ISRR, LIRC, NS
8.	Iowa Interstate Railroad Ltd.	IAIS	ICE	Chicago, IL; Davenport, IA; Rock Island, IL	BOCT, BNSF, CN, CPRS, CIC, CFE, CRL, CSS, CBGR, CSXT, EJE, IMRR, IHB, KCS, KJRY, NS, PRY, TZPR, TPW, UP, WSOR
9.	Iowa Northern Railroad	IANR	DME, ICE	Manly, IA; Nora Springs, IA	CN, CIC, UP
10.	Iowa Traction Railroad Co.	IATR	ICE	Mason City, IA	None
11.	Missouri North Central Railroad	MNC	ICE	Chillicothe, MO	BNSF
12.	Nebkota Railway, Inc.	NRI	DME	Chadron, NE	BNSF
13.	Twin Cities & Western Railroad	TCWR	ICE	St. Paul Yard, MN	BNSF, CN, CPRS, MNNR, MPLI, SMRR
14.	Wisconsin & Southern Railroad Co.	WSOR	ICE	Chicago, IL; Janesville, WI	BRC, BNSF, CN, CPRS, CIC, CFE, CSS, CSXT, EJE, IHB, IAIS, NS, UP

Source: Official Railroad Station List (OPSL 6000-AB), Supplement 12, August 15, 2007.

5500 Cenex Drive
Inver Grove Heights, MN
55077

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Verified Statement of
Dan Mack
on behalf of
CHS, Inc.

My name is Dan Mack. I am Vice President – Transportation for CHS, Inc. This Verified Statement is submitted to express CHS's support for Canadian Pacific Railway Company's proposed acquisition of the Dakota, Minnesota & Eastern Railroad and Iowa, Chicago & Eastern Railroad (collectively "DM&E/IC&E"). CHS supports the transaction because it will create enhanced market access and competitive benefits for shippers on both the Canadian Pacific network and the DM&E/IC&E network.

CHS is the largest farmer-owned cooperative in the United States. We are a diversified energy, grains and foods company that provides products and services ranging from grain marketing to food processing in order to meet the needs of customers around the world. As the nation's largest cooperative marketer of grain, CHS moves more than one billion bushels of grain annually to more than ninety countries. CHS is also an industry leader in oilseed crushing and refining, the world's largest confection sunflower processor, and a partner in one of the nation's largest wheat milling and durum flour operation. As such, we are a major consumer of rail service. CHS ships products on both the DM&E/IC&E and Canadian Pacific to customers across the United States, and also exports grains, flour, vegetable oil, and other products for consumption on the world market. Competitive and efficient rail service is extremely important to our business.

CHS
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Inver Grove Heights MN
55077
651 355-6000
chsinc.com

CHS supports the transaction because the consolidation of Canadian Pacific and the DM&E/IC&E will create an expanded network that will better serve shippers. The combined railroad would have a significantly greater reach than the current DM&E/IC&E, which would allow more streamlined and cost-effective shipments. For example, if the transaction is approved, CHS's current shipments of grain from the DM&E/IC&E to the Great Lakes or Pacific Northwest for export could be made over more competitive and direct single-line routes. Conversely, the transaction would open more competitive routings for CHS's grain shipments that originate on Canadian Pacific. The consolidation of Canadian Pacific and the DM&E/IC&E would give CHS and other Canadian grain shippers single-line service to Iowa barge terminals served by IC&E. Also, the consolidation would allow direct service to Kansas City, and thus would streamline southbound grain shipments to areas like Texas and the Gulf region. Many joint-line movements that currently require three carriers would require only two.

In addition, the combination of Canadian Pacific and the DM&E/IC&E would create an entity with the resources to make needed capital improvements and with the ability to realize efficiencies through better economies of scale. For these reasons, the proposed transaction will enhance CHS's ability to compete in the global marketplace, and will do the same for other agricultural cooperatives on the DM&E/IC&E.

For these reasons, CHS suggests the Board approve the transaction at the earliest possible time.

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55077

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I, Dan Mack, declare under penalty of perjury that the foregoing is true and correct. Further, I certify that I am qualified and authorized to file this verified statements.

Executed on 10-2, 2007.

Signature

Dan Mack

CHS Inc.
5500 Cenex Drive
Inver Grove Heights, MN 55077

CPR-2 DME-2

DAKOTA
MILL & *GRAIN, INC.*

P.O. Box 2340 • Rapid City, SD 57709-2340
605-342-3834 • Toll Free 1-800-273-1627 • Fax 605-342-8435

VERIFIED STATEMENT
of
RON MITZEL
on behalf of
DAKOTA MILL & GRAIN

My name is Ron Mitzel. I am the General Manager of Dakota Mill & Grain. Dakota Mill & Grain is a South Dakota-owned agribusiness that maintains nine grain elevators in Western South Dakota. We handle grains ranging from wheat and corn to soybeans, sunflowers and millet. Six of our nine elevators are located on lines of the Dakota, Minnesota and Eastern Railroad ("DM&E"), and those elevators rely on DM&E service to ship grain to customers across the country, from Minnesota to the Gulf markets. While the annual volume of the grain we ship varies, I estimate that in an average year we ship ten million bushels of grain by rail. Reliable and cost-effective DM&E rail service is therefore essential to our business, and we have come to rely on the attentive customer service that we have received from the DM&E over the years.

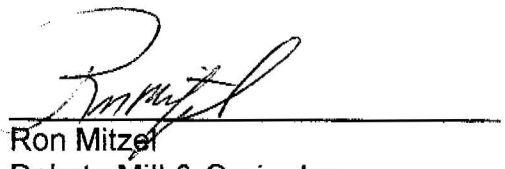
Dakota Mill & Grain urges the Surface Transportation Board to approve Canadian Pacific Railway's proposed acquisition of the DM&E and the Iowa, Chicago and Eastern Railroad ("IC&E"). We believe the consolidation of these railroads will help to ensure reliable, timely service and fund needed track improvements. For example, we understand that Canadian Pacific intends to invest $300 million in capital improvements to the IC&E and DM&E over the next several years. In addition, access

to single-line service over Canadian Pacific's network may provide us with better access to customers in new markets. Moreover, we do not see any anti-competitive consequences from the transaction, which will be an end-to-end consolidation of two complementary networks. If anything, the proposed transaction will improve our ability to compete in a global marketplace by ensuring continued quality service and giving us and other grain shippers access to competitive single-line service throughout Canadian Pacific's network.

In conclusion, Dakota Mill & Grain supports the transaction and urges the Board to approve it at the earliest possible time.

I, Ron Mitzel, declare under penalty of perjury that the foregoing is true and correct. Further, I certify that I am qualified and authorized to file this verified statement.

Executed on September 27, 2007.



Ron Mitzel
Dakota Mill & Grain, Inc.
P.O. Box 2340
Rapid City, SD 57709

GCC of America

Verified Statement of Daniel W. Baker
On Behalf of GCC Dacotah

My name is Daniel W. Baker, Vice-President of Logistics for GCC of America. GCC is a major producer of cement and concrete products, including cement ready mix, hydraulic cement, cement powder, and cement blocks. GCC Dacotah, Inc. ("GCC Dacotah") is a subsidiary of GCC that operates a cement plant in Rapid City, South Dakota. The Rapid City plant has annual cement production capacity of 950,000 tons. GCC Dacotah distributes the products of the Rapid City plant through a network of terminals in South Dakota, Wyoming and Colorado. GCC Dacotah ships a significant volume of products from the Rapid City plant to its distribution network via the Dakota, Minnesota & Eastern Railroad ("DM&E").

The purpose of this Verified Statement is to express GCC Dacotah's support for the proposed acquisition of the DM&E and the Iowa, Chicago & Eastern Railroad ("IC&E") by Canadian Pacific Railway Company ("Canadian Pacific"). The presence of a much stronger Class I Railroad in the Rapid City area creates potential benefits for GCC Dacotah, including enhanced, more reliable and safer shipping services. The acquisition both ensures the preservation of existing rail service and creates the potential for improved rail service in the future. We understand that Canadian Pacific has publicly committed to invest $300 million in the DM&E and IC&E system, and expect that this commitment will lead to an improved rail infrastructure and thus safe

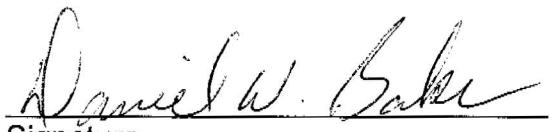
expect that this commitment will lead to an improved rail infrastructure and thus safer and more efficient rail transportation.

GCC Dacotah does not anticipate anti-competitive consequences from Canadian Pacific's acquisition of the DM&E and IC&E. If anything, the acquisition will improve shippers' competitive position by adding single-line service to more destinations. We foresee that the proposed transaction will result in improved service without reducing our competitive options.

For these reasons, GCC Dacotah supports the proposed transaction and urges the Board to expeditiously approve the transaction.

I, Daniel W. Baker, declare under penalty of perjury that the foregoing is true and correct. Further, I certify that I am qualified and authorized to file this verified statement.

Executed on _____, 2007.



Signature

_____

_____

_____
Address

VERIFIED STATEMENT
of
JEFFREY STONE
on behalf of
GRAIN PROCESSING CORPORATION

My name is Jeffrey Stone. I am the Vice President of Transportation for Grain Processing Corporation ("GPC") in Muscatine, Iowa. In my position I am responsible for the transportation of all inbound and outbound products used and produced by GPC.

GPC is a leading manufacturer and world-wide marketer of corn-based products. We manufacture a broadly diversified line of products, mainly derived from corn. Our products include maltodextrins, corn syrup solids, starches, ethyl alcohol, corn oil, animal feed and litter products. We are a privately held company with corn processing facilities in Muscatine, Iowa and Maysville, Indiana. GPC's Muscatine, Iowa facility is a major consumer of rail service provided by the Iowa, Chicago & Eastern Corporation. IC&E delivers corn to the Muscatine facility, as well as chemicals and other products used to process the corn. All told, in 2006 we received nearly 2800 rail cars at the Muscatine facility. We also ship a significant amount of product outbound from Muscatine to domestic destinations in the upper midwest, northeast, and southeast United States; and to export markets in Mexico, Canada, Asia, and Europe. We shipped approximately 5200 rail cars from Muscatine in 2006. In short, the availability of secure, efficient and competitive rail service is extremely important to GPC and to our competitiveness in the marketplace. GPC has forged a good working relationship with the IC&E, and we have been satisfied with the attentive customer service that we have come to expect from IC&E.

GPC strongly supports the proposed consolidation of the IC&E and Canadian Pacific Railway ("CP"), because we believe that the combination of the IC&E and a Class I railroad could open the door to improve our competitive position. CP's acquisition of IC&E will give GPC access to single system rail service for export shipments via the Great Lakes, as well as more efficient access to Pacific Northwest port terminals. GPC already exports its products to Europe through Montreal—the combination of CP and IC&E will give us single-line rail service to Montreal for export. Moreover, after the consolidation GPC would have more efficient access to the Pacific Northwest, including Vancouver, which may provide us with a competitive alternative to access the Asian export market. Even putting the potential export opportunities aside, the consolidation will also offer us single system rail service to a variety of potential domestic end users in the northeastern United States.

In addition, we believe that the consolidation will open up new opportunities for increased and improved rail service. For example, in Davenport, Iowa there is a currently inactive intermodal ramp that could potentially be reopened in light of the expanded opportunities for shippers, who after the consolidation would have single-line access to CP's network. Service by a Class I rail carrier may also help GPC collaborate with other shippers to build unit trains. GPC's plantsite is an older facility, which is too small for GPC to build unit trains within. The consolidation can only help GPC's ability to collaborate with other shippers to build unit trains and benefit from the more efficient and cost-effective service that unit trains provide.

GPC expects that the consolidation would be effected with a continuation of the quality service that we have received from the IC&E, and we believe that the

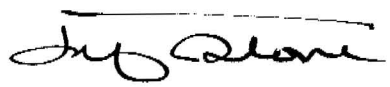
consolidation also offers the prospect to improve that level of service. Because the consolidation of CP and DM&E will be an end-to-end consolidation of largely complementary networks, we are confident that the transition will be managed with no significant loss of service quality. In addition, we understand that CP intends to invest $300 million in capital improvements to the IC&E and DM&E over the next several years. This investment can only help service quality by improving the fluidity and efficiency of the IC&E's operations.

GPC sees no reason why the Board should not approve the consolidation. In particular, we do not see any anti-competitive consequences from the transaction. The consolidation would actually improve competition by giving GPC and other Iowa shippers access to competitive single-line service throughout CP's network.

In conclusion, GPC supports the transaction and urges the Board to approve it at the earliest possible time.

I, Jeffrey Stone, declare under penalty of perjury that the foregoing is true and correct. Further, I certify that I am qualified and authorized to file this verified statement.

Executed on September 26, 2007.



Jeffrey Stone
Grain Processing Corporation
1600 Oregon Street
Muscatine, IA 52761

IPSCO
A DIVISION OF SSAB

VERIFIED STATEMENT
of
Greg Maindonald
on behalf of
IPSCO INC.

My name is Greg Maindonald, Vice President – Operations Services for IPSCO Inc. IPSCO Inc. is a manufacturer of hot rolled steel coil, discrete plate, pipe and tubing, having facilities in both the United States and Canada. Our facility in Montpelier, Iowa, currently served by the Iowa, Chicago & Eastern Railroad Corporation ("IC&E"), employs approximately 420 employees and 150 subcontractors. This facility has an annual production capacity of approximately 1,250,000 tons. We ship approximately 70 percent of our finished product by rail, much of which is shipped to other IPSCO divisional facilities for further processing. Ultimately, IPSCO's steel is used for products in energy generation and transmission, construction and transportation equipment, bridges and industrial machinery. We also receive approximately 90 percent of our inbound raw material (scrap and scrap substitutes) by rail. Total annual rail traffic at the Montpelier facility is approximately 20,000 cars. Reliable, efficient and competitive rail service is critical to IPSCO Inc. in maintaining a competitive edge in our markets.

IPSCO Inc. strongly supports the proposed acquisition of the Dakota, Minnesota & Eastern Railroad Corporation ("DM&E") and IC&E by Canadian Pacific Railway Company ("Canadian Pacific"). Rail traffic between our three major US Central Operations' facilities and our facilities in Canada, in addition to other movements to/from Canada will be via competitive, single line service under the proposed acquisition.

We also support the transaction because, we believe, it will not adversely affect rail service – and indeed may improve it. Service quality is very important to IPSCO, in part, because the significant volumes we ship require fast and efficient switching. The Canadian Pacific also offers additional rail equipment, enhancing our ability to utilize rail service for both inbound and outbound shipments.

We have a good working relationship with DM&E and have been satisfied by the quality of service we received from them. We anticipate that the transaction will enable us to receive continued quality service. In part, this is because the Canadian Pacific and DM&E have well-matched, complementary networks and we anticipate their end-to-end consolidation will allow a smooth transition. In addition, we understand that Canadian Pacific intends to invest $300 million in capital improvements to DM&E over the next several years. This investment can only improve service for IPSCO and other shippers.

ipsco

650 Warrenville Road, Suite 500, Lisle, Illinois 60532
Phone (630) 810-4800 Fax (630) 810-4600

IPSCO does not see any anti-competitive consequences arising from Canadian Pacific's acquisition of DM&E. This is an end-to-end consolidation that can only help competition. In particular, we believe the transaction would help us compete, largely because it will give us single-line service to stations on the Canadian Pacific network that potentially would be cheaper and more efficient than joint-line service.

We urge the Board to approve the transaction at the earliest possible time.

I, Greg Maindonald, declare under penalty of perjury that the foregoing is true and correct. Further, I certify that I am qualified and authorized to file this verified statement.

Executed on September 27, 2007.



IPSCO Inc.
650 Warrenville Road, Suite 500
Lisle, IL 60532

Verified Statement of James F. McKeon, President & CEO
on behalf of the
Rapid City Area Chamber of Commerce

This verified statement is submitted on behalf of the Rapid City Area Chamber of Commerce, South Dakota ("Rapid City Area Chamber"). My name is James F. McKeon, and I am President & CEO of the Rapid City Area Chamber. The Rapid City Area Chamber submits this verified statement to support the proposed acquisition of the Dakota, Minnesota & Eastern Railroad Corporation and Iowa, Chicago & Eastern Railroad Corporation (collectively, "DM&E") by Canadian Pacific Railway Company ("Canadian Pacific"). We support this acquisition because we believe it will enhance transportation to Rapid City and the Black Hills Region and improve the competitive environment for area businesses.

One of the core purposes of the Rapid City Area Chamber is to create an atmosphere that will help businesses in Rapid City and the surrounding area prosper. Effective and efficient transportation is an important factor in keeping businesses in Rapid City and in encouraging new business growth in Western South Dakota, and for that reason the Rapid City Area Chamber has worked to maintain and improve transportation options for area businesses. Transportation, and the concomitant access to suppliers and markets, is essential to grow businesses in heartland areas like ours. The DM&E is a critical part of the transportation infrastructure for this area. Many Rapid City and area industries—from bentonite to cement to grain—depend on DM&E service.

PO Box 747 Rapid City, South Dakota 57709-0747 • Phone: 605-343-1744 • Fax: 605-343-6550
Web: www.rapidcitychamber.com • E-mail: info@rapidcitychamber.com

Accredited by
US Chamber of Commerce

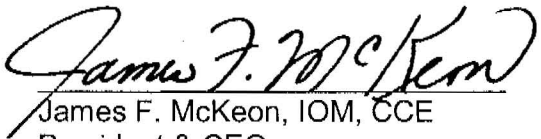
The Rapid City Area Chamber strongly supports the transaction because we believe it will improve transportation for Rapid City and area businesses in the following ways:

- Better access to more domestic markets. After the proposed transaction, Rapid City shippers will have single-line access to Canadian Pacific's markets in New York, Philadelphia, and Canada, to name just a few.
- Better access to export markets. The transaction would provide Rapid City with more efficient service to the Pacific Northwest for export, over Canadian Pacific's routes to Vancouver.
- Potential for improved service and equipment. The consolidation of DM&E with a Class I railroad like Canadian Pacific provides the prospect for service improvements and efficiencies in the future. Canadian Pacific has indicated that it plans to invest $300 million to rehabilitate and upgrade DM&E's rail lines. This investment should improve the fluidity of DM&E's operations and enable it to provide safer, more efficient service.

For these reasons, the Rapid City Area Chamber of Commerce strongly supports the transaction, and asks the Board to approve it at the earliest possible time.

I, James F. McKeon, President & CEO, declare under penalty of perjury that the foregoing, to the best of my knowledge, is true and correct. Further, I certify that I am qualified and authorized to file this verified statement.

Executed on September 27, 2007.



James F. McKeon, IOM, CCE
President & CEO
Rapid City Area Chamber of Commerce
PO Box 747, Rapid City, SD 57709

Verified Statement of Bill Neese
on behalf of
Renewable Energy Group, Inc. and Iowa Renewable Energy, LLC

My name is Bill Neese, and I am Director of Transportation and Logistics for Renewable Energy Group, Inc., which designs, builds, and manages several biodiesel plants, as well as marketing biodiesel on behalf of those plants. One of these plants is Iowa Renewable Energy, LLC ("Iowa Renewable Energy"). Renewable Energy Group and Iowa Renewable Energy submit this Verified Statement in support of the proposed acquisition of the Dakota, Minnesota & Eastern Railroad Corporation and Iowa, Chicago & Eastern Railroad Corporation (collectively, "DM&E") by Canadian Pacific Railway Company ("Canadian Pacific"). We strongly support this transaction because we believe it has the potential to improve our access to markets for biodiesel.

Biodiesel is an environmentally-friendly fuel that is produced from vegetable oils or animal fat. Typically, biodiesel is produced through a chemical process known as transesterification, which involves a chemical reaction of a vegetable oil or animal fat with an alcohol such as methanol or ethanol. The resulting biodiesel can be used in any diesel engine without modification. Biodiesel can be made from a wide range of products: corn oil, soy oil, palm oil, canola oil, and poultry fat, to name a few. Biodiesel is an emerging industry that has experienced rapid growth in recent years. Over the last five years, the average annual growth rate of the biodiesel industry has been in excess of 100 percent per year.

Iowa Renewable Energy began operations at a biodiesel facility in Washington, Iowa in July 2007. The Washington plant has the capacity to produce 30 million gallons of biodiesel per year. Currently the Washington plant produces biodiesel from soy oil, but it is equipped to produce biodiesel from other sources including animal fats. The Washington plant is served by the IC&E, and it depends on IC&E's rail service both for transportation of raw materials to Washington and for transportation of biodiesel to customers. Among the raw materials transported by rail to Washington are oils from South Dakota and Minnesota and methanol from Louisiana. The Washington plant also relies on the IC&E for outbound shipments. Approximately 60-70% of the Washington plant's biodiesel is shipped out by rail, amounting to about 60 cars per month. That biodiesel is shipped to domestic markets such as Illinois and for export to Europe through Savannah. Iowa Renewable Energy anticipates that its need for rail service will only increase going forward.

Renewable Energy Group has another biodiesel plant under construction at Algona, Iowa, which will have the capacity to produce 60 million gallons of biodiesel per year. The Algona plant will likewise be located on IC&E lines, and Renewable Energy Group expects that it will be a significant consumer of rail service.

Renewable Energy Group and Iowa Renewable Energy support the consolidation of Canadian Pacific and DM&E because of the opportunities it will provide to reach customers throughout Canadian Pacific's network. Every major metropolitan area is a potential biodiesel market, and the proposed transaction would give Iowa Renewable Energy single-line access to metropolitan areas in the northeastern United States, where the growth potential for biodiesel is enormous. The proposed transaction also would allow more direct access to European export markets. Moreover, the consolidation would create single-line routes for raw materials, such as

canola oil or animal fats from Canada. In short, access to Canadian Pacific's network would give Renewable Energy Group better access to market biodiesel and improve its ability to compete. Both Renewable Energy Group and Iowa Renewable Energy also believe that encouraging biodiesel—an environmentally-friendly, domestically-produced fuel--benefits the public as a whole. We strongly support the transaction, and asks the Board to approve it as soon as possible.

I, Bill Neese, declare under penalty of perjury that the foregoing is true and correct. Further, I certify that I am qualified and authorized to file this verified statement.

Executed on September 27, 2007.

Bill Neese

Bill Neese
Director of Transportation and Logistics
Renewable Energy Group, Inc.
416 S Bell Ave. P.O. Box 888
Ames, IA 50010
515-239-8033
bill.neese@regfuel.com

Verified Statement of Lisa Richardson
on behalf of the
South Dakota Corn Growers Association

My name is Lisa Richardson, and I am the Executive Director of the South Dakota Corn Growers Association ("SDCGA"). SDCGA submits this verified statement in strong support of the Canadian Pacific Railway Company's proposed acquisition of the Dakota, Minnesota, and Eastern Railroad and the Iowa, Chicago and Eastern Railroad (together referred to as the "DM&E"). SDCGA supports this proposed transaction because it will improve rail competition in South Dakota, open up new markets for South Dakota corn producers, and spur needed investment in South Dakota rail infrastructure.

SDCGA represents 14,500 corn producers in South Dakota. Annually South Dakota produces 550 million bushels of corn. Much of that corn is used to produce ethanol, an industry that has seen explosive growth in recent years. South Dakota ethanol production has increased from about 35 million gallons a decade ago to projections of over a billion gallons in 2008. This increased ethanol production brings with it an increased need for rail service. Indeed, a significant amount of South Dakota's corn and corn products are shipped to other states and countries. In 2005 approximately 145 million bushels of corn were shipped out of South Dakota; that number dipped to 18 million in 2006, but is projected to be 93 million in 2007.

SDCGA supports the consolidation of Canadian Pacific and the DM&E because it will significantly increase competition for South Dakota corn producers. Currently South Dakota is served by only one Class I railroad, which limits South Dakota shippers' access to

5109 S. Crossing Place, Suite 1 • Sioux Falls, SD 57108 • PHONE 605-334-0100 • FAX 605-334-0505 • www.sdcorn.org

competitive rail rates. The consolidation will bring a second Class I railroad to South Dakota, which will increase competition in the rail industry. We also see a significant competitive benefit in the fact that South Dakota shippers would have access to a larger network and therefore to more market opportunities domestically and in the export market. Moreover, we do not see any anti-competitive consequences from the transaction; on the contrary, the proposed transaction will enhance South Dakota corn producers' competitive standing in a global marketplace.

SDCGA also supports the transaction because the consolidation of Canadian Pacific and the DM&E will allow needed infrastructure and upgrades to the South Dakota rail network. We are excited by Canadian Pacific's pledge to invest $300 million in capital improvements to the IC&E and DM&E over the next several years, and believe that those improvements are essential to maintaining quality rail service in a growing environment.

In conclusion, SDCGA believes that the proposed transaction is exciting news for South Dakota agriculture, and we urge the Board to approve it at the earliest possible time so that South Dakota corn producers can begin reaping the benefits.

I, Lisa Richardson, declare under penalty of perjury that the foregoing is true and correct. Further, I certify that I am qualified and authorized to file this verified statement.

Executed on September 28, 2007.

Lisa Richardson
SD Corn Growers Association
5109 S Crossing Place, Suite 1
Sioux Falls, SD 57108

Verified Statement
of
Carl Anderson
on behalf of
South Dakota Grain & Feed Association

My name is Carl Anderson and I am the Executive Secretary for the South Dakota Grain & Feed Association ("SDGFA"). My business address is P O Box 579, Aberdeen, South Dakota, 57402-0579. This Verified Statement is intended to express the SDGFA's support for Canadian Pacific Railway Company's proposed acquisition of the Dakota, Minnesota & Eastern Railroad and Iowa, Chicago & Eastern Railroad (collectively "DM&E"). The SDGFA strongly believes that this transaction will allow our members to see substantial improvements in rail transportation, including enhanced safety, efficiency and reliability.

SDGFA represents approximately 150 grain elevators and grain related businesses. Our membership spans the gamut from the South Dakota Wheat Growers, the largest cooperative in South Dakota, to single country elevators. Our members transport large quantities of wheat, corn, soybeans, and fertilizer. A significant amount of these agricultural products is transported out of state on the DM&E to end points in the Great Lakes, Gulf ports, the Pacific Northwest, and beyond for export. As a result, rail service is vitally important to our operations and we have a strong interest in the preservation and promotion of competitive, efficient rail service. SDGFA has been a strong supporter of the DM&E since its inception, because reliable rail service is vital to our members' businesses.

SDGFA urges the Board to approve Canadian Pacific's proposed acquisition of the DM&E because we believe that acquisition will improve rail service for western South Dakota businesses. Canadian Pacific has indicated that it intends to invest $300 million to rehabilitate and upgrade DM&E's rail lines. This investment should improve the efficiency and reliability of

DM&E's operations. Also significant is that Canadian Pacific is the safest railroad in North America. We expect that Canadian Pacific's high standards of safety will carry over to the DM&E. Providing an improved infrastructure that is more reliable, efficient and safe ensures greater prosperity for the businesses, communities and consumers of Southern Minnesota. The proposed acquisition will ensure the long-term viability of a critical component of Southern Minnesota's transportation infrastructure.

Moreover, the proposed acquisition will give many of our shippers competitive alternatives to transport their products to markets on the Canadian Pacific system. For example, the transaction would give our shippers single-line service to many ethanol plants on Canadian Pacific's line, which will help our shippers compete. SDGFA does not see any anti-competitive effects from Canadian Pacific's acquisition of DM&E. Canadian Pacific and DM&E operate end-to-end networks that complement one another. On the contrary, the acquisition will enhance our members' competitive position by improving service and access to markets.

For these reasons, SDGFA strongly urges the Board to approve the transaction at the earliest possible time.

I, Carl Anderson, declare under penalty of perjury that the foregoing is true and correct. Further, I certify that I am qualified and authorized to file this verified statements.

Executed on September 28, 2007.

Carl G. Anderson,
Executive Secretary
South Dakota Grain & Feed Association
P O Box 579
Aberdeen, SD 57402-0579

Southern Grainbelt Shippers Association

P.O. Box 6
Hanska, Minn. 56041
507-439-6244

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BRIAN MATHIOWETZ 2008
MATHIOWETZ
CONSTRUCTION

Verified Statement
of
Randall M. Rieke
On behalf of
Southern Grainbelt Shippers Association

My name is Randall M. Rieke. I am Secretary and Treasurer of the Southern Grainbelt Shippers Association. My business address is P.O. Box 6 Hanska Minnesota 56041. The purpose of this Verified Statement is to express Southern Grainbelt Shippers Association's strong support for the proposed acquisition of the Dakota, Minnesota & Eastern Railroad and Iowa, Chicago & Eastern Railroad (collectively "DM&E") by Canadian Pacific Railway Company ("Canadian Pacific"). The Southern Grainbelt Shippers Association is excited about the proposed transaction because it both will secure the future of existing DM&E rail service and open access to new markets for southern Minnesota businesses.

Southern Grainbelt Shippers Association, directly and indirectly, represents thousands of agricultural, commercial and industrial consumers of rail services in southern Minnesota. Although grain is our shippers' principal commodity, southern Minnesota businesses also ship products as diverse as steel, canned goods, kaolin clay, soybeans and corn. Those products move to end points throughout the United States and beyond.

Southern Grainbelt Shippers Association

P.O. Box 6
Hanska, Minn. 56041
507-439-6244

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CARLIN JOHNSON 2009
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BRIAN MATHIOWETZ 2008
MATHIOWETZ
CONSTRUCTION

For instance, much of the grain produced in southern Minnesota is transported to the Pacific Northwest for export to Asia. Southern Grainbelt Shippers Association takes an active interest in all transportation matters that affect the region. That interest has led us to a longstanding support for the DM&E. Since its inception, we have supported the DM&E in order to preserve rail service to the region and to maintain and improve the overall existing rail infrastructure in southern Minnesota.

Southern Grainbelt Shippers Association's support for Canadian Pacific's proposed acquisition of the DM&E flows from our commitment to preserve effective and reliable rail service for our shippers. One of the most significant benefits of the proposed acquisition is the assurance that DM&E will remain a strong rail presence in the area. Moreover, we believe that the transaction will bring needed infrastructure improvements. Canadian Pacific's plan to invest $300 million for repairs and improvements on the DM&E's existing tracks and other facilities means that our shippers will be better served by a safer and more efficient rail service.

Southern Grainbelt Shippers Association

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WAYNE VEROEVEN 2010
CHS, INC.

CARLIN JOHNSON 2009
RIVER REGION CO-OP

BRIAN MATHIOWETZ 2008
MATHIOWETZ CONSTRUCTION

The combination of DM&E's network and Canadian Pacific's network will also make many of our shippers more competitive in different markets. Single-line service over a Class I network will open opportunities to new markets for a diverse range of southern Minnesota shippers. For example, ethanol producers will have single-line service to markets in the northeastern United States and Canada. Shippers of soybeans and wheat will also benefit from the single-line service of their products to the east of Chicago. At the same time, our members will have more competitive options for inbound shipments; for example, potash and fertilizer from Canada would now be moved to the Minnesota area over a single network.

Southern Grainbelt Shippers Association does not see any anti-competitive effects as a result of Canadian Pacific's acquisition of DM&E as the two railroads mostly operate end-to-end. Thus, the two railroad networks complement, rather than compete with, one another. Moreover, Union Pacific's presence to the south ensures that competitive alternatives will remain in the area.

Southern Grainbelt Shippers Association

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CPR-2 DME-2

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KEVIN De BERG 2009
HARVESTLAND CO-OP

VICE PRESIDENT
CHRIS OEHLER 2008
DEL MONTE FOODS

SECRETARY-TREASURER
RANDALL RIEKE 2010
FARMERS CO-OP HANSKA

WAYNE VEROEVEN 2010
CHS, INC.

CARLIN JOHNSON 2009
RIVER REGION CO-OP

BRIAN MATHIOWETZ 2008
MATHIOWETZ
CONSTRUCTION

For these reasons, Southern Grainbelt Shippers Association strongly urges the Board to approve the transaction at the earliest possible time.

I, Randall Rieke, declare under penalty of perjury that the foregoing is true and correct. Further, I certify that I am qualified and authorized to file this verified statement.

Executed on September 27th, 2007.

Randall M. Rieke

Randall M. Rieke/Sec.-Treasurer
Southern Grainbelt Shippers Association
P. O. Box 6
Hanska, MN 56041-0006

Verified Statement
of
Barry Schaps
On behalf of
VeraSun Energy Corporation

My name is Barry Schaps, and I am Senior Vice President of Sales & Logistics for VeraSun Energy Corporation ("VeraSun"). This verified statement is submitted in support of the proposed acquisition of the Dakota, Minnesota & Eastern Railroad and Iowa, Chicago & Eastern Railroad (collectively, "DM&E") by Canadian Pacific Railway Company ("Canadian Pacific"). VeraSun strongly supports this transaction because we believe it will enhance our marketing opportunities while improving service.

VeraSun is a leading producer of ethanol. VeraSun has five ethanol production facilities that are currently operating, and we are in the process of constructing three additional facilities. We project that all eight facilities will be in operation by the end of Q1 2008, at which point VeraSun will have a projected ethanol production of almost one billion gallons a year. Four of our plants are located on the DM&E at Welcome, MN; Hartley, Iowa; Charles City, Iowa; and Aurora, South Dakota. We utilize DM&E's rail service to serve our customers throughout the country, from destinations on the east coast to southern California to Mexico. Overall each of our plants ships approximately eighty rail cars containing two million gallons of ethanol per week.

The demand for ethanol is only rising, as the ethanol industry is in the midst of unprecedented growth. In part because of the rising cost of petroleum, demand for ethanol has skyrocketed. Since 2000, ethanol production in the United States has increased by over 300%. A March 7, 2007 Wall Street Journal article reported that U.S. ethanol production capacity is expected to rise from 5.6 billion gallons to 11.6 billion gallons in just 18-24 months.

The rising demand for ethanol is mirrored by a rising need for rail service. VeraSun depends on reliable, cost-effective rail service that gives it access to customers and the ability to compete in the growing ethanol industry. VeraSun supports the proposed transaction because it believes that the transaction will improve its access to reliable rail service in two ways.

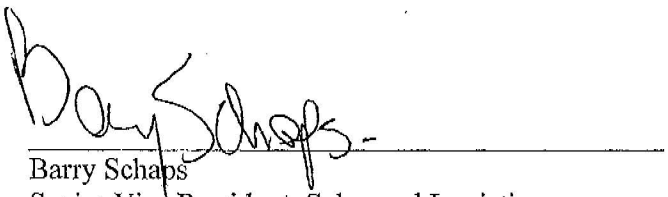
First, the end-to-end merger of Canadian Pacific and DM&E will improve our access to customers. Currently VeraSun only has access to single-line service to customers in the Midwest served by DM&E. While we already market ethanol to customers far beyond the DM&E's network, our ability to compete in other markets is hampered by the greater cost and longer transit times of joint line service. If the transaction is approved, however, VeraSun will have access to single-line service on Canadian Pacific to customers in markets across the nation, from Chicago and Detroit to New York and Philadelphia. This single-line service will greatly improve VeraSun's ability to compete in distant markets and may spur future growth in ethanol production.

Second, VeraSun expects that the proposed transaction will improve rail service and reliability. A Class I railroad brings economies of scale and efficiencies that will enable it to handle the increased need for ethanol transportation without a loss of service quality. Moreover, we anticipate that Canadian Pacific's resources will allow it to fund maintenance and safety upgrades that are essential to handle increased volumes of ethanol and other traffic. VeraSun understands that Canadian Pacific has made a $300 million commitment to improve track on the DM&E's system. This commitment to increase safety and upgrade track should improve service and fluidity, to the benefit of VeraSun and indeed of all shippers.

Given these facts, VeraSun sees only benefits to shippers from the proposed transaction, and we urge the Board to approve the transaction at the earliest possible time.

I, Barry Schaps, declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief. Further, I certify that I am qualified and authorized to file this verified statement.

Executed on October 3, 2007.



Barry Schaps
Senior Vice President, Sales and Logistics
VeraSun Energy Corporation
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Verified Statement
of
Jeff Kuhn
On behalf of
Winona River and Rail, Inc.

I am Jeff Kuhn, the General Manager of Winona River and Rail, Inc. ("Winona River and Rail"). Winona River and Rail submits this Verified Statement in support of the proposed acquisition of the Dakota, Minnesota & Eastern Railroad Corporation and Iowa, Chicago & Eastern Railroad Corporation (collectively, "DM&E") by Canadian Pacific Railway Company ("Canadian Pacific"). Winona River and Rail supports this transaction because we believe it has the potential to improve rail service and allow Winona River and Rail to continue its successful partnership with the DM&E.

Winona River and Rail is a fertilizer distributor based in Winona, Minnesota. Our primary business is the sales and distribution of agricultural fertilizers in a four state area, (1) southeast and southern Minnesota, (2) western Wisconsin, (3) northeastern Iowa, and (4) South Dakota along the DM&E railroad corridor. We ship approximately 25% of our products by rail on the DM&E to our dealer network. The rail shipments include shipments to endpoints at Springfield, MN; Sanborn, MN; Sleepy Eye, MN; Janesville, MN; Pierre, SD; and Oneida, SD. Annually Winona River and Rail's outbound shipments amount to approximately 60,000 tons in 600 rail cars. Winona River and Rail is also a receiver of rail shipments. While much of our deliveries arrive via barge, we often receive rail shipments of potash from Canada that originates on the Canadian Pacific.

Winona River and Rail has a solid working relationship with DM&E, and we support the transaction because we believe that it will ensure quality service for us and our customers. Service quality in areas like car supply and car turnaround time is very important to us, and we

believe that the transaction will enable us to continue receiving the quality service we have come to expect from the DM&E. We are encouraged by Canadian Pacific's announcement that it intends to invest $300 million in capital improvements to DM&E over the next several years. This investment can only help Winona River and Rail and other shippers by improving the fluidity of DM&E's operations and enabling it to provide safer, more efficient service to us and to other shippers. Moreover, we believe that the end-to-end consolidation of Canadian Pacific and DM&E has the potential to be a seamless transition that will enable us to maintain our relationships with our customers.

Winona Rail and Road does not see any anti-competitive consequences arising from Canadian Pacific's acquisition of DM&E. In fact, we believe the transaction would help us compete, both because of the potential to improve service and because of the possibility of single-line service from stations on the Canadian Pacific network. As discussed above, we already receive potash shipments from Canadian origins, and the proposed transaction would allow single-line service that potentially would be cheaper and more efficient than joint-line service. The availability of single-line service makes it more feasible for us to increase our use of rail service in the future.

In short, we are excited about Canadian Pacific's bid and look forward to working with the consolidated railroad should the Board approve the consolidation. We urge the Board to approve the transaction at the earliest possible time.

I, Jeff Kuhn, declare under penalty of perjury that the foregoing is true and correct. Further, I certify that I am qualified and authorized to file this verified statement.

Executed on Sept 26, 2007.

J A Kuhn

Jeff Kuhn
[Address] General Mgr
Winona River + Rail
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Winona, Mn 55987