

IN THE MATTER of the *Competition Act*, R.S.C., 1985, c. C-34;

AND IN THE MATTER of an inquiry pursuant to section 10 of the *Competition Act* to review the proposed acquisition of control by Canadian National Railway Company of BC Rail Ltd. and BC Rail Partnership;

AND IN THE MATTER of the filing and registration of a Consent Agreement pursuant to section 105 of the *Competition Act*;

BETWEEN

THE COMMISSIONER OF COMPETITION

AND

BRITISH COLUMBIA RAILWAY COMPANY

for itself and as agent for

HER MAJESTY THE QUEEN IN RIGHT OF THE

PROVINCE OF BRITISH COLUMBIA

AND

CANADIAN NATIONAL RAILWAY COMPANY

July 2, 2004

CONSENT AGREEMENT

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THIS CONSENT AGREEMENT entered into pursuant to Section 105 of the *Competition Act* this 2nd day of July, 2004,

BETWEEN:

THE COMMISSIONER OF COMPETITION appointed under subsection 7(1) of the *Competition Act*,

(“**Commissioner**”)

AND:

BRITISH COLUMBIA RAILWAY COMPANY, a company continued under the *British Columbia Railway Act* having an office at 221 West Esplanade, North Vancouver, British Columbia, V7M 3J1, for itself and as agent for Her Majesty the Queen in Right of the Province of British Columbia,

(“**BCRC**”)

AND:

CANADIAN NATIONAL RAILWAY COMPANY, a corporation continued under the laws of Canada and having its registered office at 935 de la Gauchetière Street West, 16th floor, Montreal, Quebec, H3B 2M9, acting for itself and for any of its Affiliates, including those involved in the operation of the former BC Rail line of railway, as and from the Closing Date,

(“**CN**”)

WITNESSES THAT:

WHEREAS BCRC, BCR Properties Ltd. and CN have entered into a Transaction Agreement dated November 25, 2003 pursuant to which BCRC and BCR Properties Ltd. have agreed to sell, assign and transfer to CN, and CN has agreed to purchase all of the issued and outstanding shares in the capital of BC Rail and all of the issued and outstanding partnership units in BC Rail Partnership not owned by BC Rail;

WHEREAS BCRC, BCR Properties Ltd. and CN have requested a “no-action letter” be issued by the Commissioner in connection with the Transaction;

WHEREAS the Commissioner has expressed concerns that without the specific commitments contained herein there is a reasonable likelihood that CN could use the market power it may

acquire as a result of the Transaction to substantially prevent and/or lessen competition in the affected product or geographic markets;

WHEREAS the parties hereto have agreed to enter into this Agreement to address the Commissioner's aforesaid concerns by committing to specific, enforceable and transparent standards and covenants to prevent anti-competitive behaviour;

WHEREAS CN shall, subject to the commitments contained in this Agreement and any applicable Laws, retain the right to operate BC Rail, including the right to allocate cars within the BC Rail Territory, in a manner that is consistent with the commercial policies and operational practices applied throughout its Canadian rail network;

WHEREAS CN has further agreed to observe and perform all of the covenants or obligations on its part to be observed and performed under the Other Agreements and not to withdraw same or amend or withdraw the material terms thereof without the prior consent of the Commissioner;

WHEREAS the Commissioner's consent to this Agreement is conditional on CN's compliance with its covenants and obligations under the Other Agreements listed in Schedule D hereto;

WHEREAS the Commissioner is satisfied that the remedies herein, together with CN's covenants and obligations in the Other Agreements listed in Schedule D hereto, remedy the substantial lessening and/or prevention of competition to the point it is no longer substantial, and the Commissioner will not bring an application under section 92 of the *Competition Act* in connection with the Transaction;

NOW THEREFORE in consideration of the promises and the mutual covenants set out herein, the parties represent, covenant and agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires, capitalized terms shall have the respective meanings set out in Schedule A hereto and grammatical variations of such terms shall have corresponding meanings.

1.2 Gender And Number

In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing genders include all genders.

1.3 Recitals

Each of the recitals hereof is made an integral part of this Agreement and these recitals shall be taken into account in the construction or interpretation of this Agreement.

1.4 Headings And Table Of Contents

The inclusion of headings and a table of contents in this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement.

1.5 Governing Law

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. Each of the parties irrevocably attorns and submits to the non-exclusive jurisdiction of the Competition Tribunal.

1.6 Statutory References

Unless otherwise stated herein, any reference to a statute includes all regulations made under that statute and includes all amendments made to the statute and the regulations in force from time to time, and any statute or regulation that supplements or replaces that statute or regulation.

1.7 Schedules

The following Schedules are delivered concurrently with, and incorporated into, this Agreement:

<u>Schedule</u>	<u>Subject</u>	<u>First Section Reference</u>
A.	Definitions	1.1
B.	Open Gateway Tariffs	3.2
C.	Certificate of Fitness	8.2
D.	Other Agreements	Definitions
E.	Twenty-Five (25) Mile Rate Group	6.2

1.8 Performance On Holidays

If any action is required to be taken pursuant to this Agreement on or by a specified date, which is not a Business Day, then such action shall be valid if taken on or by the next succeeding Business Day.

1.9 Calculation Of Time

Except as otherwise specifically noted herein, in this Agreement, a period of days shall be deemed to begin on the first day after the event, which began the period, and to end at 5:00 p.m. (Vancouver time) on the last day of the period. If, however, the last day of the period does not fall on a Business Day, the period shall terminate at 5:00 p.m. (Vancouver time) on the next Business Day.

ARTICLE 2 TERM

2.1 Term

Except as provided for under paragraphs 4.5, 6.8 and 8.1 hereof, the term of this Agreement shall be coterminous with the term of the Revitalization Agreement as renewed from time to time.

ARTICLE 3 OPEN GATEWAY RATE COMMITMENTS

3.1 Statement Of Principle

In order to ensure that shippers continue to have access to existing rail competition with the Connecting Carriers at Vancouver, CN undertakes and agrees to offer and maintain the following enforceable rate commitments.

3.2 Price Zone Definition

CN shall publish and maintain Open Gateway Tariffs. The Open Gateway Tariffs with BNSF, CP and UP, the three (3) Connecting Carriers as at the date of the Agreement, are attached hereto for reference as Schedule B. The Open Gateway Tariffs with BNSF, CP and UP shall, notwithstanding the effective date shown thereon, come into effect on the Closing Date.

3.3 Annual Adjustment Of Rates, Discounts And Surcharges

The zone rates and surcharges published in the rate tables attached as Schedule B hereto shall be adjusted annually, using the RCAF-A Index. Subject to the provisions hereof, commencing on the first anniversary of the Closing Date, indexation shall be applied to the then-applicable rates on each anniversary date of the Closing Date, based on the variance between the last quarterly available RCAF-A Index, versus the RCAF-A Index for the same quarter of the previous year. Indexation adjustments shall be rounded to the nearest dollar. The resulting rates shall then be in effect from that anniversary date until the next annual adjustment.

Notwithstanding the foregoing, regardless of the actual level of the RCAF-A Index for any given year, under no circumstances shall the rates be adjusted at lower levels than the initial rates shown in the rate tables attached hereto as Schedule B, which levels shall be deemed an absolute

floor on rate reductions that are required under this paragraph, unless CN in its discretion voluntarily decides to reduce rates further, or agrees with a shipper or Connecting Carrier to reduce rates further, or is compelled under Law or by Governmental Authority to reduce rates further. There shall be no ceiling on the amount of any rate increases that may result from the annual application of the RCAF-A Index under this paragraph.

**ARTICLE 4
TRANSIT TIMES COMMITMENTS**

4.1 Statement Of Principle

In order to ensure that Interline Traffic is not materially adversely affected through a curtailment by CN in the service level offered on Interline Traffic, CN undertakes and agrees to improve the transit times achieved by BC Rail, measured against the base year 2003, on traffic interlined with Connecting Carriers, the whole as more fully set out below.

4.2 Measurement Of Pre-Merger BC Rail Transit Times

The 2003 BC Rail average transit time data on Interline Traffic, from each of the five zones identified in the Open Gateway Tariffs, has been used. The 2003 BC Rail average transit time data is measured from customer release, to placement on the interchanges with BNSF and CP in Vancouver, adjusted upwards by 10% to reflect the anticipated impact of passenger service. The benchmark transit times are as follows:

Zone	BC Rail benchmark transit in hours
1- Vancouver – Lillooet	95
2- Exeter – Williams Lake	100
3- Quesnel – Prince George	120
4- MacKenzie – Fort St John	150
5- Fort Nelson	170

4.3 Measurement Of CN Post-Merger Transit Times On BC Rail

CN's transit times shall, subject to changes required in response to material sustained reduction in traffic which would cause CN to reduce frequency of train service, be measured against the pre-merger BC Rail benchmark transit times set out in the above table and calculated from the car release (where cars shall be considered as being released when all billing information shall have been supplied to CN), to the time the car is interchanged with BNSF and CP at the Vancouver Gateways. Transit times shall be averaged by zone on a monthly basis. Any traffic subject to Force Majeure shall not be taken into account in the measurement of CN's transit time hereunder.

4.4 Comparison Of CN's Performance To BC Rail Pre-Merger Performance

Beginning six (6) months after the Closing Date, CN's transit performance by BCOL zone shall be measured monthly on a six (6) months rolling average basis and compared with the transit hours identified in the above table.

4.5 Term Of Application Of The Measurements And Performance Penalties

For a period of five (5) years from the Closing Date and for such further period as required by the Commissioner pursuant to paragraph 8.1 hereof, CN shall monitor and report to the Agency under the authority of the Transit Times Oversight Agreement, its six (6) months rolling average performance on a monthly basis. Any material sustained reduction in traffic as contemplated under paragraph 4.3 hereof shall be noted in the report to the Agency. Upon request from the Agency or the Commissioner, CN shall provide evidence to substantiate such material sustained reduction in traffic.

ARTICLE 5 CAR ALLOCATION COMMITMENTS

5.1 Statement Of Principle

In order to ensure that Interline Traffic is not materially adversely affected through a curtailment by CN in the service level offered on Interline Traffic, CN shall not discriminate in its allocation and supply of cars amongst BCOL Shippers by reason of such BCOL Shippers shipping some or all of their volume through Connecting Carriers in preference to CN. Discrimination shall be measured having regard to the type and numbers of cars made available to individual BCOL Shippers. .

In assessing whether discrimination has occurred as against a BCOL Shipper shipping through Connecting Carriers in preference to CN as aforesaid, the following factors shall, in respect of individual shippers, be considered: (i) the number of cars ordered; (ii) the number of cars committed by CN; (iii) the number of cars filled by CN; (iv) historical car requirements and shipment volumes of the BCOL Shippers; and (v) the commercial policies and operational practices prevalent throughout CN's Canadian rail network, it being understood that CN shall have the burden to demonstrate these policies were prevalent before the alleged discrimination and were not designed or applied to discriminate against BCOL Shippers shipping some or all of their volume through Connecting Carriers in preference to CN.

5.2 Guaranteed Car Order Program

CN shall perform a weekly review of its ability to meet customer car demands, through the advance order information of CN's Guaranteed Car Order Program. When car shortages are

forecasted through this weekly process, CN shall allow Connecting Carriers, without obligating them, to provide cars to supplement the CN fleet.

Supplemental cars from Connecting Carriers shall be accepted by CN at the Vancouver Gateways, for movement under the terms of the Open Gateway Tariff prevailing between CN and the Connecting Carrier. CN shall accept supplemental cars from the Connecting Carrier and shall be responsible for car hire, at rates as agreed from time to time between CN and the Connecting Carrier; accessorial charges shall be for the account of CN. The Connecting Carrier shall supply CN with the necessary information for CN's car ordering process. The supplemental cars shall be added to CN's general fleet for distribution to BCOL Shippers, and to be shipped to any destination territory or Connecting Carrier, using the normal CN car allocation process. Without limiting the generality of the foregoing, it is acknowledged and agreed that CN shall make Reasonable Commercial Efforts to ship supplemental cars supplied by a given Connecting Carrier to said Connecting Carriers' destinations.

ARTICLE 6 PEACE RIVER GRAIN COMMITMENTS

6.1 Statement Of Principle

In order to ensure that CN does not use the potential market power it may acquire as a result of the Transaction to eliminate the competitive dynamic in the Peace River Area by materially increasing rates and/or curtailing service levels in respect of the BCOL served Peace River Area Grain markets, CN undertakes and agrees to the following.

6.2 Single Car Rate - Export Grain

With respect to the pricing of export Grain movements to Vancouver, B.C., in covered hopper cars from the Peace River Area, CN shall:

- (a) price traffic via the shortest rail route existing post merger regardless of whether CN discontinues or abandons a portion of that shortest route in the future;
- (b) maintain published single car rates from all Peace River Area origination points at a level that does not exceed the average of published single car rates from CN origination points within the comparable twenty-five (25) mile rate group, as attached hereto as Schedule E, on CN's main line through Edmonton, Alberta (in the case of ARN), and Melville, Saskatchewan (in the case of RLMN), for the movement of the same type of Grain under substantially similar conditions for a substantially similar distance to destination; and
- (c) maintain published single car rates so that the rate from Dawson Creek, B.C. shall be at least 10% lower than the rate from Rycroft, Alberta, and the rate from Fort St. John, B.C. shall be set equal to the rate from Dawson Creek, for the movement of the same type of Grain under substantially similar conditions for a substantially similar distance to destination.

With respect to the pricing of export Grain movements to Prince Rupert, B.C. in covered hopper

cars from the Peace River Area, CN shall maintain published single car rates so that, for a Grain origination point, the rate to Prince Rupert shall not exceed the rate to Vancouver on a percentage basis by more than the percentage amount by which the rate to Prince Rupert prevailing as at the Closing Date exceeded the rate to Vancouver prevailing as at the Closing Date.

6.3 Single Car Rate - U.S. And Domestic Interlined (Fraser Valley)

With respect to the pricing of Interlined Grain exported to the U.S., rates from BCOL origination points shall be subject to the rate matrix set out in CN's Open Gateway Tariffs, including an annual adjustment based on the RCAF-A Index.

With respect to the pricing of Grain moved by CN in covered hopper cars to a point in the Fraser Valley of British Columbia for domestic use, the through rate from Dawson Creek, B.C to Fraser Valley destinations will not exceed the through rate from Greater Edmonton Area to the same destinations, and the through rate from Fort St. John, B.C. to Fraser Valley destinations will be set equal to the through rate from Dawson Creek, for the movement of the same type of Grain under substantially similar conditions for a substantially similar distance to destination.

With respect to the pricing of Interlined Grain moved by CN in covered hopper cars from Grain origination points on ARN lines and RLMN lines and interchanged at the Vancouver Gateways for export to a point in the states of Washington, Oregon, or California, and with respect to Grain moved by CN from those Grain origination points to a point in the Fraser Valley of British Columbia for domestic use, CN shall maintain published single car through rates to destination for movement of the same type of Grain under substantially similar conditions for a substantially similar distance so that:

- (a) the rate from an ARN point shall not exceed the rate from Greater Edmonton Area by more than 10%;
- (b) the rate from an RLMN point shall not exceed the rate from Greater Edmonton Area by more than 20%.

For the purposes of this Article 6, "the same type of Grain under substantially similar conditions for a substantially similar distance" shall have the meaning ascribed to that expression under section 149 of the Canada Transportation Act.

6.4 Multi-Car Incentive Rebates

For export Grain shipments, CN shall maintain published multi-car incentives available to qualifying facilities in the Peace River Area, at the same level as those available in the future to qualifying facilities in the Greater Edmonton Area for the movement of the same type of Grain under substantially similar conditions for a substantially similar distance to destination.

Published multi-car incentives available for shipments made at published single car rates shall

not be available for shipments otherwise subject to other rebates or allowances that may be provided under a confidential contract.

For Grain handling facilities at Rycroft, Alberta covered by existing confidential contracts with CN that provide for incremental incentive payments equivalent to the published multi-car incentives available for 100-car block shipments for two separate 50-car block shipments subject to conditions specified in export Grain rate publications and in contract, CN shall continue to provide such incremental incentive payments either until any CN contractual obligation to increase the car-spot capacity of the facility is met or until CN and the other party agree otherwise.

6.5 Frequency Of Switching Service

Subject to the terms of any existing or future confidential contract or other agreement between CN and a shipper of Grain, CN shall maintain or exceed BC Rail's existing pre-merger frequency of switching service with respect to BCOL Grain Shippers of three (3) switches per week, with additional switching service up to a maximum of five (5) switches per week when requested and warranted. Upon the Commissioner's prior written consent, which consent shall not be unreasonably withheld, CN shall be entitled to reduce the frequency of switching service in response to material sustained changes in volumes of traffic.

6.6 Transit Times

Interlined Grain traffic interchanged with Connecting Carriers at the Vancouver Gateways shall be governed by the service commitment set out in the Open Gateway Tariffs. As such, subject to the terms of any existing or future confidential contract or other agreement between CN and a shipper of Grain, for Interlined Grain movements CN shall monitor and measure its transit time by BCOL zones as provided under Article 4 hereof, it being understood that breach of its commitments shall lead to the imposition of penalties under paragraph 8.1 hereof.

In view of transit time variability caused by events beyond CN's reasonable control including frequent requirements for logistical coordination or staging of inbound Grain cars destined to unload facilities, CN shall make Reasonable Commercial Efforts to minimize transit time and improve supply chain for Grain traffic from BC Rail origination points and destined to export grain terminals at the West Coast ports and other receivers in the vicinity of Vancouver.

6.7 Grain Car Allocation

In order to ensure that transportation of Grain in covered hopper cars is not materially adversely affected through a curtailment by CN in the service level offered on such traffic for the Canadian Wheat Board zones 7 and 20 in the Peace River Area, assessed separately and independently, CN shall, subject to Force Majeure, allocate and supply cars without discrimination as compared to the Benchmark Territory.

A Grain shipper may provide and CN shall accept rail cars for the carriage by CN of the shipper's traffic from Grain loading facilities located at Grain origination points on BCOL. Where a shipper provides its own cars, these cars shall not be taken into account in determining

whether CN has allocated cars in a non-discriminatory manner as aforesaid. Furthermore, where a shipper provides its own cars, CN shall, at the request of the shipper, establish specific reasonable compensation to the shipper in a tariff for the provision of such cars.

6.8 Option To Extend Existing BC Rail Confidential Transportation Agreements

For any confidential contract between BC Rail and shippers located within the BC Rail Territory in effect as at November 25, 2003 that provides for payment of volume-related incentive rate allowances and/or rebates on shipments of Grain or that provides for specific service or car supply privileges, or both, CN shall offer the other party to the agreement an option to extend the term beyond the existing expiry date for a further period of five (5) years or such shorter period as the other party to the agreement may request; whether to accept an extension of five (5) years, or some shorter period if requested, is at the sole discretion of the other party to the agreement. This shall not preclude CN and that party from otherwise amending the agreement upon the consent of both parties.

ARTICLE 7 DEFAULT

7.1 Default

CN shall only be deemed in breach of its covenants hereunder if it fails to perform any covenant or obligation on its part to be observed or performed under this Agreement and such default continues for sixty (60) days after written notice thereof, or such longer period as agreed between CN and the Commissioner.

ARTICLE 8 REMEDIES

8.1 Remedies For Breach Of The Transit Time Commitments

The remedy for breach of the commitments set forth under Article 4 hereof shall be as follows.

If CN's six month rolling average transit performance from a specific zone in a given month exceeds the BC Rail average pre-merger performance identified in the table set forth in paragraph 4.2 from that zone, for each percentage of average time in excess of the BC Rail average, CN shall be assessed a performance penalty equal to 1% of the BC Rail Open Gateway Interline net revenues (gross line-haul revenues minus any applicable and paid rebates) for the month in question from that zone. Performance data and penalty calculation reports shall be prepared by CN and submitted to the Agency on a monthly basis, within 30 days from the end of each calendar month.

Within 15 days from the submission of a monthly report where penalties have been assessed, CN shall, unless CN disputes such assessment and diligently appeals same, transfer such penalty amounts into a trust fund established and maintained by BCRC and dedicated to fund upgrades of the BCOL to improve reliability and transit times. For greater clarity, funds are not to be used for ongoing regular maintenance of the BCOL or for expenditures CN would otherwise be

required to make under the terms of the Revitalization Agreement. BCRC shall, promptly after the end of BCRC's fiscal year and, in any event, within ninety (90) days after the end of BCRC's fiscal year, provide CN and the Commissioner with annual reports showing the status of change in the trust fund over the year, including the penalty deposits and a description of the capital projects where the funds were used.

Any dispute under this Article 8.1 shall be referred to binding arbitration under the Commercial Arbitration Act of British Columbia; BCRC and CN agree that the arbitration process shall be completed within thirty (30) days. BCRC shall be required to defend the penalty in the arbitration process with all reasonable diligence.

Except as provided hereafter, no penalties shall be assessed (i) during the first twelve months following the Closing Date; and (ii) after the fifth year following the Closing Date.

Notwithstanding the foregoing, the Commissioner shall be entitled to reinstate the monitoring contemplated under paragraph 4.5 hereof, together with the right to assess penalties under this paragraph 8.1 for one further period of five (5) years (or such other shorter period as the Commissioner considers adequate) if the Commissioner acting reasonably determines that, following such termination, CN engages in a pattern of breaches of its transit time covenants.

8.2 Remedies Under The Canada Transportation Act

The parties acknowledge and agree that, upon completion of the Transaction, BC Rail shall become a federally regulated railway, as evidenced by the conditional certificate of fitness issued by the Agency, a copy of which is attached hereto as Schedule C and, as such, all remedies available under the Canada Transportation Act shall be available as and from the Closing Date.

8.3 Remedies Under The *Competition Act*

The parties acknowledge and agree that the specific remedies contemplated hereunder shall be in addition to and not in lieu of the remedies available under the *Competition Act*, including for breach and/or non-performance of the covenants and obligations herein and those contained in the Other Agreements listed on Schedule D hereto, and for variation or rescission under section 106 of the *Competition Act*.

If CN is found in breach of its transit time commitments and penalties are assessed pursuant to paragraph 8.1 hereof, the assessment of such penalties shall constitute the remedy for that particular breach. Notwithstanding the foregoing, if CN engages in a pattern of breaches of such commitments, all other remedies available under the *Competition Act* shall be available.

**ARTICLE 9
RIGHT TO APPOINT A MONITOR**

9.1 Right To Appoint A Monitor

The Commissioner may appoint any individual, including any representative of the Commissioner, as a Monitor at any time and from time to time during the term of this Agreement for the purpose of assessing CN's compliance with its commitments under this Agreement.

CN shall, at the request of the Monitor:

- (a) upon ten (10) Business Days prior notice, produce to the Monitor copies of all books, ledgers, accounts, correspondence, memoranda, and other records and documents, which are the subject of the Monitor's request, in the possession or under the control of CN and relating to any commitments made by CN in this Agreement, excluding documents that are subject to solicitor-client or other legal privilege; and
- (b) upon ten (10) Business Days prior notice, CN shall make available for interview by the Monitor relating to any matters contained in this Agreement, officers, directors, or employees of CN or its affiliates, who may have counsel to CN present during such interview.

At the Commissioner's request, the Monitor will provide to the Commissioner written reports relating to any matter relevant to CN's compliance with its commitments under this Agreement.

Where the Monitor is of the opinion that CN is not in compliance with one or more of its commitments under this Agreement, the Monitor shall forthwith so inform the Commissioner.

The Monitor's remuneration and all expenses reasonably and properly incurred shall be paid by the Commissioner.

**ARTICLE 10
RIGHT TO AUDIT**

10.1 Right To Audit

The Commissioner shall be entitled at any time and from time to time to have all or any of the Records specially audited or examined by an independent professional consultant experienced in the railway industry designated by the Commissioner (the "Auditor"). The Auditor's remuneration and all expenses reasonably and properly incurred shall be shared equally between CN and the Commissioner.

10.2 Maintenance Of Records

CN undertakes and agrees to retain the Records for a period of (3) years from their creation, it being understood that CN shall not destroy or dispose of any Records requested by the Auditor unless and until destruction or disposal thereof has been authorized by the Auditor.

ARTICLE 11 OTHER AGREEMENTS

11.1 Other Agreements

CN undertakes and agrees to observe and perform any and all of the covenants or obligations on its part to be observed and performed under the Other Agreements. Furthermore, CN undertakes and agrees not to withdraw from any of the Other Agreements or amend or withdraw from the material terms thereof without the prior consent of the Commissioner.

ARTICLE 12 MISCELLANEOUS

12.1 Severability

If, in any jurisdiction, any provision of this Agreement or its application to any party or circumstance is restricted, prohibited or unenforceable, such provision shall, as to such jurisdiction, be ineffective only to the extent of such restriction, prohibition or unenforceability without invalidating the remaining provisions of this Agreement and without affecting the validity or enforceability of such provision in any other jurisdiction or without affecting its application to other parties or circumstances.

12.2 Amendments

This Agreement may not be amended or varied except as provided for under Section 106 of the *Competition Act*. Notwithstanding the foregoing, the parties hereto acknowledge and agree that, except for a variation of paragraph 8.1 hereof and only insofar as paragraph 8.1 creates obligations on BCRC (in which case BCRC's consent shall be required), this Agreement may be amended or varied with the consent of the Commissioner and CN.

12.3 Binding Effect

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

12.4 English Language

The parties confirm that it is their wish that this Agreement, as well as any other documents relating to this Agreement, including notices, schedules and authorizations, have been and shall be drawn up in the English language only. *Les signataires confirment leur volonté que la présente convention, de même que tous les documents s'y rattachant, y compris tout avis, annexe et autorisation, soient rédigés en anglais seulement.*

12.5 Counterparts

This Agreement may be executed in any number of counterparts, each of which when delivered, either in original or facsimile form, shall be deemed to be an original and all of which together shall constitute one and the same document.

12.6 Notices

Every notice, request, demand or direction required or permitted to be given under this Agreement shall be in writing and delivered by hand or facsimile transmission or email to the party which is to be given as follows:

To the Commissioner:

Place du Portage, Phase 1
50 Victoria Street, 19th Floor
Gatineau, Quebec
K1A 0C9

Attention: Senior Deputy Commissioner, Mergers
Fax No.: (819) 994-0998

With a copy to:

Competition Law Division
50 Victoria Street, 22nd Floor
Gatineau, Quebec
K1A 0C9

Attention: Director, Competition Law Division, Department of Justice
Fax No.: (819) 953-9267

To BCRC:

British Columbia Railway Company
221 West Esplanade
North Vancouver BC
V7M 3J1

Attention: President and CEO
Fax No.: (604) 984-5201

To CN:


Canadian National Railway Company
935 de la Gauchetière Street West
16th Floor
Montreal, QC
H3B 2M9

Attention: Senior Vice-President
Public Affairs, Chief Legal Officer
and Corporate Secretary
Fax No.: (514) 399-4854

or to such other address or facsimile number as is specified by a party by notice to the other parties given in accordance with this subsection. Any such notice, request, demand or direction delivered or transmitted to a party as provided above shall be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a Business Day prior to 5:00 p.m. local time in the place of delivery or receipt. However, if the notice, request, demand or direction is delivered or transmitted after 5:00 p.m. local time or if such day is not a Business Day then it shall be deemed to have been given and received on the next Business Day.

IN WITNESS WHEREOF each of the parties has caused this Agreement to be duly executed as of the day and year first above written.


THE COMMISSIONER OF COMPETITION

Per: 
Sheridan Scott
Commissioner of Competition

BRITISH COLUMBIA RAILWAY COMPANY
For itself and as agent for Her Majesty the Queen in Right of
The Province of British Columbia.

Per: _____
Kevin Mahoney
Vice-President, Corporate Affairs

CANADIAN NATIONAL RAILWAY COMPANY

Per: 
Claude Mongeau, Executive Vice President
and Chief Financial Officer

Per: 
Senior Vice-President Public Affairs, Chief Legal Officer
and Corporate Secretary

IN WITNESS WHEREOF each of the parties has caused this Agreement to be duly executed as of the day and year first above written.

THE COMMISSIONER OF COMPETITION

Per: _____
Sheridan Scott
Commissioner of Competition

BRITISH COLUMBIA RAILWAY COMPANY
For itself and as agent for Her Majesty the Queen in Right of
The Province of British Columbia.

Per: _____
Kevin Mahoney
Vice-President, Corporate Affairs

CANADIAN NATIONAL RAILWAY COMPANY

Per: _____
Claude Mongeau, Executive Vice President
and Chief Financial Officer

Per: _____
Senior Vice-President Public Affairs, Chief Legal Officer
and Corporate Secretary

SCHEDULE A DEFINITIONS

“**AAR**” means the Association of American Railroads;

“**Affiliate**” means, with respect to any Person, at any time, any other Person that, alone or together with any other Person, directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with such Person. For the purpose of this definition, “**control**” (including the terms “**controlling**”, “**controlled by**” and “**under common control with**”), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by contract, agency or otherwise;

“**Agency**” means the Canada Transportation Agency continued by Subsection 7(1) of the *Canada Transportation Act*;

“**Agreement**” means this Consent Agreement, including the recitals and the Schedules hereto, as the same may be amended or supplemented from time to time;

“**ARN**” means Alberta RailNet Inc.;

“**BCOL**” means the line of railway operated by BC Rail immediately prior to the Closing Date which shall include, for greater clarity, the “Tumbler Ridge Line”;

“**BCOL Shippers**” means shippers located on the BC Rail Territory and shipping freight on BCOL;

“**BC Rail**” means BC Rail Ltd., the railway operating over the BC Rail Territory immediately prior to the Closing Date;

“**BC Rail Territory**” means the territory of BC Rail as at the Closing Date which shall include, for greater clarity, the “Tumbler Ridge Line”;

“**BCRC**” means British Columbia Railway Company;

“**Benchmark Territory**” means the zone comprised of CN Train Runs in Alberta;

“**BNSF**” means Burlington Northern Santa Fe Railway Company;

“**Business Day**” means a day that is not a Saturday, Sunday or a statutory holiday in British Columbia, Quebec or Ontario;

“**Canada Transportation Act**” means the *Canada Transportation Act*, S.C. 1996, c. 10;

“**Closing Date**” means the date upon which the Transaction comes into effect;

“**CN Train Runs in Alberta**” means Competitive Grain origination points on the following

railway lines operated by CN:

Train Run	Name of Train Run
41.1	Vegreville Subdivision (including Vermilion, Lavoy, Lamont, Gaudin)
43.1	Wainwright Subdivision (including Viking)
43.2	Camrose Subdivision (including Camrose)
43.3	Alliance Subdivision
45.1	Edmonton Local (including Cargill ATL Edmonton)
45.2	Edson Subdivision (including Acheson)
45.4	Westlock Subdivision (including Morinville)
47.1	Oyen Subdivision
47.4	Drumheller Subdivision
47.6	Lyalta
49.2	Three Hills Subdivision (including Trochu, Equity, Calgary)
49.3	Sangudo Subdivision (including Joffre)

“**Commissioner**” means the Commissioner of Competition appointed under subsection 7(1) of the *Competition Act*;

“**Competition Act**” means the *Competition Act*, R.S.C. 1985, c. C-34;

“**Competition Tribunal**” means the Competition Tribunal established by subsection 3 (1) of the *Competition Tribunal Act*, R.S.C. 1985, c. 19;

“**Connecting Carriers**” means any rail carrier with whom traffic originating from or terminating within the BC Rail Territory is interchanged via CN at the Vancouver Gateways;

“**CP**” means Canadian Pacific Railway Company;

“**Force Majeure**” means any circumstances outside of CN’s reasonable control including, without limitation, the following circumstances, whether they affect the BCOL or that of a Connecting Carrier: severe snow/ice storms, avalanches, washouts, forest fires, strikes or other labour or civil disruptions, shutdowns of network due to unauthorized occupation of railroad corridor and any circumstances arising from or as a result of the 2010 Olympic games and the occupation of the BC Rail network for the construction of the Sea to Sky highway;

“**Governmental Authority**” means a federal, provincial, regional, municipal or local government or subdivision hereof including an entity or person exercising executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, any such government or subdivision;

“**Grain**” means any grain or crop included in Schedule II to the Canada Transportation Act that is grown in the Western Division, or any product of it included in Schedule II to the Canada Transportation Act that is processed in the Western Division;

“Greater Edmonton Area” means all grain origination points located on the railway lines operated by CN within the area east of the stations Acheson AB inclusive, and west of Lamont AB inclusive, and north of Camrose AB inclusive, and south of Morinville AB inclusive. This area includes the following elevators identified as licensed primary elevators by the Canadian Grain Commission as at May 7, 2004:

Station	Licensee
Stony Plain	United Grain Growers Limited DBA Agricore United
Camrose	United Grain Growers DBA Agricore United
Edmonton	Cargill Limited
Edmonton	United Grain Growers Limited DBA Agricore United
Gaudin	Providence Grain Group Inc.
Lamont	Pioneer Grain Company, Limited
Morinville	Westmor Terminals Inc.

“Guaranteed Car Order Program” means the Guaranteed Car Order Program established under CN’s Tariff CN-9000-C, as same may be amended or supplemented from time to time;

“Interlined Grain” means Grain movements in covered hopper cars interchanged at the Vancouver Gateways for furtherance by Connecting Carriers to B.C. destinations (including the Fraser Valley) or for export to the United States;

“Interline Traffic” means rail traffic originating from or terminating within the BC Rail Territory and interchanged with a Connecting Carrier, with the exception of traffic originating or terminating locally in Vancouver;

“Law” means any and all statutes, laws (including common law), regulations, ordinances, rules, codes, orders, bylaws, policies, directions, standards, guidelines and protocols, (where such standards, ordinances, rules, codes, policies, directions, guidelines and protocols have the force of law), and other lawful requirements of any Governmental Authority now or hereafter in effect;

“Monitor” means the monitor appointed by the Commissioner under paragraph 9.1 hereof;

“Open Gateway Tariffs” means an open tariff and haulage/proportional rate structure that can be used by the Connecting Carriers and shippers, for traffic between the Vancouver Gateways with Connecting Carriers and the specific zones on the BC Rail Territory;

“Other Agreements” means the agreements listed on Schedule D hereto;

“Peace River Area” means Grain origination points on the lines operated by BC Rail pre-merger, by ARN, and by RLMN, and on the CN line between Dawson Creek, B.C. and Hythe, Alberta;

“Person” means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, incorporated organization or any other entity;

“RCAF-A Index” means the Rail Cost Adjustment Factor - adjusted for productivity gains, published by the AAR in its Railroad Cost Indices Publication available on the AAR website. If the RCAF-A Index is no longer published, CN shall apply such other annual indexation factor published in substitution for the RCAF-A Index or, if no such indexation factor is published in substitution for the RCAF-A Index, any replacement index using a comparable productivity gain factor designated by CN, acting reasonably, and approved by the Commissioner, acting reasonably;

“Reasonable Commercial Efforts” means efforts that are (i) carried out diligently and in good faith; and (ii) as applicable, appropriate to the urgency of the situation;

“Records” means the records of CN relevant to any of CN’s commitments in this Agreement;

“Revitalization Agreement” means the Revitalization Agreement to be entered into between BCRC as landlord and BC Rail Partnership as tenant forthwith upon execution of this Agreement;

“RLMN” means RaiLink Mackenzie Northern;

“Service Improvement Undertaking” shall have the meaning ascribed thereto under the Revitalization Agreement;

“Transaction” means the proposed transaction as described under the first paragraph of the recitals to this Agreement;

“Transit Times Oversight Agreement” means the Transit Times Oversight Agreement to be entered into between CN and the Agency forthwith upon execution of this Agreement, upon terms and conditions consistent with the covenants set out under Article 4 hereof;

“UP” means Union Pacific;

“Vancouver Gateways” means the Vancouver stations through which freight moves from the BC Rail Territory to or from another Connecting Carrier; and

“Western Division” means the part of Canada lying west of the meridian passing through the eastern boundary of the City of Thunder Bay, including the whole of the Province of Manitoba.

SCHEDULE B
OPEN GATEWAY TARIFFS

Canadian National Railway Company Freight Tariff CN ??????-AA

COMPETITIVE FREIGHT TARIFF

AND

HAULAGE RATES, CHARGES AND CONDITIONS

FROM OR TO POINTS

ON BCOL

AND THE

CN INTERCHANGE AT NORTH VANCOUVER, BC FOR FURTHERANCE TO/FROM THE INTERCHANGE WITH THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY (BNSF) AT BROWNSVILLE, BC

FROM	TO
VARIOUS STATIONS IN: BRITISH COLUMBIA	VARIOUS STATIONS IN: BRITISH COLUMBIA

Governed, except as otherwise provided herein, by Rules Tariff CN 6400, 6544 and 6580 series and CN 9000-series.

The Province of British Columbia and CN entered into an agreement whereby CN acquired all the outstanding shares of BC Rail Limited and of BC Rail Partnership, whereby CN acquired the industrial freight railway business and the right to operate BC Rail under a Federal Certificate of Fitness, and whereby CN leased the BC Rail roadbed and properties for 60 years, subject to renewal for an additional 30 years.

Pursuant to this agreement, this tariff is published to implement CN's commitment with the Province to maintain customers' competitive access to connecting railroads at Vancouver, through "Open Gateway" rates and service conditions that are set out in this tariff.

CN's commitment is binding upon it for the entire term of the lease, such that the tariff cannot be withdrawn by CN, and material provisions of this tariff cannot be changed, modified or withdrawn, nor may material provisions be added, without the consent of BNSF, consent that cannot be unreasonably withheld.

This tariff constitutes a binding agreement between CN and BNSF. The rates, terms and conditions of this Tariff shall be binding upon the successors and assigns of the parties.

ISSUED July XX, 2004

Effective July XX, 2004

Expires with termination of CN's lease of the BCOL lines

CANADIAN NATIONAL RAILWAY COMPANY is publishing this Tariff and contracting in its own name and on behalf of GRAND TRUNK WESTERN RAILROAD INCORPORATED (GTW), DULUTH, WINNIPEG AND PACIFIC RAILWAY COMPANY (DWP), ILLINOIS CENTRAL RAILROAD COMPANY (IC), CHICAGO CENTRAL & PACIFIC RAILROAD COMPANY (CC), CEDAR RIVER RAILROAD COMPANY (CEDR), WISCONSIN CENTRAL LIMITED (WC), ALGOMA CENTRAL RAILWAY INC. (AC), SAULT STE MARIE BRIDGE COMPANY (SSAM), FOX VALLEY & WESTERN LTD. (FVW), WISCONSIN CHICAGO LINK LTD. (WCCL) and BRITISH COLUMBIA RAILWAY COMPANY (BCOL) and these companies do business under the name of and are collectively referred to as "CANADIAN NATIONAL" (CN).

Issued by Price Maintenance and Distribution, Automated Invoicing,
Canadian National Railway Company, P.O. Box 8100, Montreal, P.Q. H3C 3N4

(CN ??????-AA)

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(printed in Canada)
TARIFF ??????-AA

RULES AND REGULATIONS

Item 5 Application of Rates, Discounts and Surcharge

This Tariff is applicable to all traffic, except as specified in this Tariff, destined to, or originating from, all current and future rail shipping facilities located on the BCOL line of railway, including any future extensions or modifications thereof, for furtherance via BNSF. This Tariff does not apply to traffic originating from any production facility served by a CN line of railway and being shipped by motor vehicle to a reload facility located on the BCOL line of railway for subsequent furtherance via BNSF. Reload and/or Transload Facilities shall mean facilities other than production facilities, automotive or intermodal facilities, or team tracks where freight is transferred from one mode to another.

The rates, discounts and surcharges published in this Tariff may be applied by the shipper, or any party confirmed by the shipper as an agent acting on its behalf, as a proportional rate (Rule 11) or may be applied by BNSF as CN's revenue requirement in constructing an interline through rate or as CN's charge for the haulage of railcars in the account of BNSF to be interchanged with CN at North Vancouver, for furtherance to/from the interchange with BNSF at Brownsville, BC.

Item 10 Local North Shore Vancouver Traffic

This Tariff does not apply to local North Vancouver traffic interchanged between CN and BNSF.

Item 15 Liability

In the event that BNSF opts to use a haulage structure, the following liability rules shall apply between CN and BNSF.

1. The respective liability of CN and BNSF for losses or damages to railcars or their content under a haulage arrangement shall be as follows:
 - a) If caused by an infrastructure defect or resulting from an error in the management or operation of the train, CN shall be responsible for losses and damages to the railcars and their content.
 - b) If caused by a defect of a railcar in the account of BNSF, and supplied by BNSF, another connecting carrier or the shipper, the responsibility for all losses and damages resulting therefrom shall be that of BNSF.
 - c) If caused by a defect of a railcar in the account of BNSF, but supplied by CN, the responsibility for all losses and damages resulting therefrom shall be that of CN.
 - d) If caused by a defect of a railcar in the account of CN, the responsibility for all losses and damages resulting therefrom shall be that of CN.
 - e) If the cause of the losses and damages cannot be identified, the losses and damages to the railcars and their content shall be shared between CN and BNSF, in that proportion which the number of railcars in CN and BNSF's account in the train containing such railcars shall bear to the total number of railcars in such train (excluding locomotives).
2. Notwithstanding the above, the parties agree that the liability of BNSF vis-à-vis its shippers/consignees shall be governed by the *Railway Traffic Liability Regulations* or other applicable contractual arrangements.
3. In the event of a claim or lawsuit by a third party against either CN or BNSF resulting from losses or damages occurring in the context of a haulage arrangement, each of CN and BNSF shall indemnify each other on the basis of the principles described in no. 1 above.

Item 20 Car Hire

Under a haulage arrangement, CN will keep the railcars into its account for car hire accounting purposes. Car hire rates for the various car types, generally negotiated from time to time, shall apply while BNSF cars are on BCOL.

Item 25**Car Supply**

All rates in Items 1050000 to 1190000 have been constructed assuming that cars will be supplied by CN or in CN's account for car hire and car mileage charge purposes while the cars are on BCOL's lines of railway from or to the interchange in North Vancouver.

In order to ensure that interline traffic is not materially adversely affected through a curtailment by CN in the service level offered on interline traffic, CN shall not discriminate in its allocation and supply of cars amongst BCOL shippers by reason of such BCOL shippers shipping some or all of their volume through BNSF in preference to CN. Discrimination shall be measured having regard to the type and numbers of cars made available to individual BCOL shippers.

In assessing whether discrimination has occurred as against a BCOL shipper shipping through BNSF in preference to CN as aforesaid, the following factors shall, in respect of individual shippers, be considered: (i) the number of cars ordered; (ii) the number of cars committed by CN; (iii) the number of cars filled by CN; (iv) historical car requirements and shipment volumes of the BCOL shippers; and (v) the commercial policies and operational practices prevalent throughout CN's Canadian rail network, it being understood that CN shall have the burden to demonstrate these policies were prevalent before the alleged discrimination and were not designed or applied to discriminate against BCOL shippers shipping some or all of their volume through BNSF in preference to CN.

Customers shall order all cars directly through CN but, to achieve the objective of minimizing car supply shortages, CN will perform a weekly review of its ability to meet customer car demands, through the advance order information of CN's Guaranteed Car Order Program. When car shortages are forecast through this weekly process, CN will allow BNSF to provide cars, which BNSF is not obligated to provide, to supplement the CN fleet. The supplemental cars from BNSF will be accepted by CN at North Vancouver, for movement under the terms of this tariff. CN will accept supplemental cars from BNSF and will be responsible for car hire, at rates as agreed from time to time between the parties; accessorial charges will be for the account of CN. BNSF will supply CN with the necessary information for CN's car ordering process. The supplemental cars will be added to CN's general fleet for distribution to customers served by BCOL, and to be shipped to any destination territory or interchange carrier, using the normal CN car process, but CN will make best efforts to match customer orders to BNSF destinations.

Any issue with regard to the fair allocation of cars shall be escalated by written notice to the attention of CN's General Manager of Car Fleet for resolution. Any dispute resulting from the failure to resolve these issues shall be submitted to commercial arbitration following the same process as described in Item 55 for service issues.

The CN Guaranteed Car Order Supply Program, pursuant to CN Tariff 9000, shall apply to all customers located on the BCOL territory with the exception of covered hopper cars for grain shipments. In addition to CN's Guaranteed Car Order Supply Program, subject to reaching agreement with individual customers, CN will reserve a level of cars based on minimum weekly historical customer requirements.

For grain shipments in covered hopper cars, customers located on the BCOL territory shall order cars directly through CN in accordance with the CN weekly Western Canada grain covered hopper car ordering procedures, or with the car ordering procedures specified in the applicable tariffs for CN Grain Train programs, as amended from time to time. BNSF will not be required to supply any cars for grain shipments made under this tariff.

Item 30**Private Equipment Discount**

Rates for "private" shipper supplied cars, for which no car-hire or mileage charges are applied, will be discounted by \$225 per car.

Item 35**Dangerous Goods Surcharge**

A surcharge of \$650 per car will be applied to all dangerous goods shipments regulated under the Canadian Transportation of Dangerous Goods Regulations.

Item 40**Tariffs and Surcharges**

Except for accessorial charges as defined and levied by CN, pursuant to general tariffs series CN 9000, 6400, 6544 and 6580 and their successors, the charges set out hereunder shall be the only charges applicable to the movement of rail cars governed by this tariff.

Item 45**Currency and Billing**

Except as otherwise specified, all rates and charges in this Tariff are published in Canadian Funds.

Billing shall be accomplished on the basis of data contained in a billing form mutually agreed to between the parties and submitted electronically. Such billing form shall contain sufficient detail to permit computation of payments to be made hereunder. BNSF shall pay CN through electronic fund transfers at the Office of the Treasurer, or at such other location as CN may from time to time designate, all the compensation and charges of every name and nature which by this agreement BNSF is required to pay in lawful money of Canada within thirty (30) days after the rendition of bills therefore. For payments not received within 30 days, monthly interest will be charged based on CN credit terms with customers, subject to change from time to time.

Errors or disputed items in any bill shall not be deemed a valid excuse for delaying payment, but shall be paid subject to subsequent adjustment; provided, no exception to any bill shall be honored, recognized or considered if filed after the expiration of three (3) years from the last day of the calendar month during which the bill is rendered and no bill shall be rendered later than three (3) years (i) after the last day of the calendar month in which the expense covered thereby is incurred, or (ii) in the case of claims disputed as to amount or liability, after the amount is settled and/or the liability is established.

So much of the books, accounts, and records of each party hereto as are related to the subject matter of this agreement shall at all reasonable times be open to inspection by the authorized representatives and agents of the parties hereto. All books, accounts, and records shall be maintained to readily furnish full information for each item in accordance with any applicable laws and regulations.

Any issue resulting from the application of the currency and billing terms shall be escalated by written notice to the attention of CN's Marketing Director for Forest Products for resolution. Any dispute resulting from the failure to resolve the issue shall be submitted to binding commercial arbitration following the same process as described in Item 55 for service issues.

Item 50**Annual Adjustment of Rates, Discounts and Surcharges****Applicable Index**

The zone rates in Items 1050000 to 1190000 series will be adjusted annually, with the first adjustment to be made on July 1, 2005. The rates will be adjusted using the Rail Cost Adjustment Factor - Adjusted for productivity gains (the "RCAF-A Index"), published by the Association of American Railroads (AAR) in its Railroad Cost Indices Publication available on the AAR website. Subject to the provisions of this paragraph, indexation will be applied to the then applicable rates on each anniversary date of the closing of the transaction, based on the variance between the last quarterly available RCAF-A Index, versus the RCAF-A Index for the same quarter of the previous year. Indexation adjustments will be rounded to the nearest dollar. The resulting rates will then be in effect from that anniversary date until the next annual adjustment.

Index Floor

Notwithstanding the foregoing, regardless of the actual level of the RCAF-A Index for any given year, under no circumstances will the rates be adjusted at lower levels than the initial rates shown in items 1050000 to 1190000, which levels shall be deemed an absolute floor on rate reductions that are required under this paragraph, unless CN in its discretion voluntarily decides to reduce rates further, or agrees with a shipper or interline carrier to reduce rates further, or is compelled under law or by regulatory authority to reduce rates further. There shall be no ceiling on the amount of any rate increases that may result from the annual application of the RCAF-A Index under this paragraph. For example: For a \$100 rate at year 1, if the RCAF-A Index produces a 1% reduction for year 2 and 3, and a 1% increase for year 4, the rate will remain at \$100 (the floor level) for year 2 and 3, and will be adjusted to \$101 at year 4. Conversely, if RCAF-A Index produces a 1% increase for year 2 and 3, and a 1% reduction at year 4, the \$100 starting rate will be \$101 at year 2, \$102 at year 3 and \$101 at year 4.

Replacement Index

If this index is no longer published, CN shall apply such an annual indexation factor published in substitution for the RCAF-A Index, or, if no such indexation factor is published in substitution for the RCAF-A Index, any replacement index using a comparable productivity gain factor designated by CN acting reasonably.

The discount factor for private car supply in Item 30 will be adjusted annually, with the first adjustment to be made on July 1, 2005. This discount will be adjusted using the RCAF-A Index, or its replacement index, under the same conditions as for the zone rates as described above.

The surcharge for dangerous goods in Item 35 will be adjusted annually, with the first adjustment to be made on July 1, 2005. This surcharge will be adjusted by the year over year percentage increase or decrease in the Consumer Price Index - All Items as published by Statistics Canada in Table 1 of Catalog 62-001. For clarity, the arithmetical average of the last 12 months available will be divided by the arithmetical average of the previous 12 months period.

Any issue resulting from the application of the above indexation factors shall be escalated by written notice to the attention of CN's Marketing Director for Forest Products for resolution. Any dispute resulting from the failure to resolve the issue shall be submitted to binding commercial arbitration following the same process as described in Item 55 for service issues.

Item 55

Service

General Service Commitment

CN will operate BCOL under CN's "scheduled railroad" philosophy, and the integration of both railroads' operations will allow the elimination of physical interchanges at North Vancouver and Prince George, and the elimination of intermediate handlings at Squamish. As a result, after a normal transition and integration period, CN commits that service performance for customers' traffic to and from the interchanges with other carriers at Vancouver will be better in terms of transit time and reliability, between customer release and the Vancouver interchange, as compared to the BCOL pre-transaction service levels for comparable traffic volumes.

CTA Oversight Period

CN will provide actual transit times, between customer release and interchange with BNSF at Brownsville, to the Canadian Transportation Agency (CTA) and to BNSF, on a monthly basis for a 5-year oversight period. These actual transit times will be averaged for each of the five rate zones. CN will also provide actual transit times to the CTA and to BNSF for its own traffic. The CTA will retain jurisdiction to reinstate the oversight process if the actual service performance warrants such continued reporting, at the CTA's discretion.

Detailed Service Commitment

CN shall accept, handle, switch, transport and deliver all permitted BNSF traffic moving over the BCOL Lines to/from North Vancouver without discrimination including, but not limited to, promptness, quality of service and efficiency, for both loaded and empty rail cars, that is comparable to the service level achieved by CN in favor of traffic moving in CN's account (excluding traffic moving in unit trains) and other carriers' account to/from Vancouver-area interchanges. Transit times will be measured from customer releases and eight (8) hours will be added to CN's transit times on its own traffic to North Vancouver to properly compare to the transit times for the BNSF traffic that include the transfer between North Vancouver and the BNSF interchange at Brownsville. This includes frequency of customer switching, car dwell times in yards, and train service frequency including train run through between North Vancouver and CN Thornton yard in Vancouver or direct interchange connection with BNSF, once implemented through a progressive service implementation process on BCOL Lines. CN shall adopt no policies, including but not limited to demurrage and absorption of switching fees, that discriminate against BNSF's traffic moving over the BCOL Lines.

The parties agree that all rail cars moving onto or from the BCOL Lines shall be moved and exchanged pursuant to the Interline Service Protocol in place between CN and BNSF as mutually agreed to between the parties and subject to change from time to time.

CN shall cooperate with BNSF to provide service on their traffic moving over the BCOL Lines that is as efficient and competitive as for CN's own traffic and for other carriers' traffic in the Vancouver corridor. All the CN, BNSF and other carriers' traffic will be handled in train service as defined in CN's train service plan. CN will provide BNSF with all updated Train Service Plans as they become available from time to time. After BCOL will be fully integrated to CN's operation, CN will report all transportation events on BCOL into its Transportation Systems (SRS system) that will allow both customers and BNSF to follow the movement of this traffic while on BCOL.

CN shall pick up and deliver all the BNSF and CN traffic released from or ordered to customers' sidings on the BCOL Lines with scheduled train and switcher service defined in the train service plan. Set off and lifts of the BNSF traffic at the defined Interchange Locations will be handled and interchanged pursuant to the Interline Service Protocol.

BNSF will benefit in all operational efficiencies gained in CN operations to and from customer sidings, as CN and BNSF traffic will be handled in same train / switching service pursuant to the train service plan which may be changed from time to time to reflect the efficiencies in operations and traffic volumes.

CN will be operating and handling BNSF's traffic according to the Interline Service Protocol and the Train Service Plan in effect. In the event of a service deficiency by CN or by BNSF, the affected party shall provide written notice to the other party of the service deficiency who shall immediately work to correct such service deficiency. The party at fault will provide the other party with a written action plan identifying how it will correct such service deficiency within five (5) working days from receipt of written notice and with physical implementation within ten (10) working days from receipt of written notice. The parties may mutually agree on longer time periods for providing the action plan or for the implementation schedule when appropriate. For example, implementation of solutions that would require substantial changes with crew scheduling would have to comply with a notice requirement as per labor agreements in place (currently 30 days).

Whenever BNSF is of the view that CN is not performing comparable to the level of service achieved on CN's own traffic and other carriers' traffic to or from Vancouver, BNSF will have the right to request that CN supply service performance information concerning the traffic originating or terminating on the BCOL Lines that is reasonably available, allowing the comparison of the service performance on the former BCOL for the BNSF traffic, the CN traffic and the other carriers' traffic. CN shall provide this information within 30 days from a written request from BNSF that describes the nature of the problem to be resolved.

Problem Escalation for Resolution and/or Arbitration

In the event that the parties have any disputes under this Item, such dispute shall be escalated by written notice to the area Superintendent for either party. In the event that such Superintendents are unable to resolve such dispute within five (5) working days from receipt of written notice, the dispute shall be escalated to the Vice-President of Operations of either party for a determination. In the event that such Vice-Presidents are unable to resolve the dispute within ten (10) days, either party shall be entitled to request that any matter, which is not finalized, be submitted to the arbitration of a single arbitrator. Customers can consult with BNSF to initiate this problem escalation process.

Any request for arbitration shall be made by notice in writing from one party to the other party, and such notice shall describe the issue(s) to be arbitrated. In the event that the parties are unable to agree on the appointment of the arbitrator within five (5) days, one shall be appointed by the Canadian Transportation Agency. The provisions of the Commercial Arbitration Act of British Columbia shall apply to the arbitration, and the decision of the arbitrator shall be final and binding upon each of the parties. Regardless of the outcome of the arbitration, each party to the arbitration shall pay its own costs, fees and expenses of counsel, and the expenses of the arbitrator will be shared equally by the parties. Any arbitration shall be completed ninety (90) days from the date of the appointment of the arbitrator.

TARIFF ??????-AA



Participating Carriers
(Alphabetized By Standard Carrier Abbreviation)

**The Following Carriers are Parties to this Tariff Under Powers of Attorney or Concurrences Issued to
Assistant Comptroller, Canadian National Railway.**

Abbreviation	Name of Carrier
CN	CANADIAN NATIONAL RAILWAY COMPANY



CANADIAN NATIONAL

TARIFF CN ??????-AA

Effective July XX, 2004.
Expires with CN lease termination.

Item No: 1050000-AA
Item Pages: 2

Conditions Applicable Against All Traffic

Commodity(ies) : All Commodities.

STCC Number(s) :

Route(s) : CN 0: CN

Charge(s) : PER CAR

- Note(s) :
- Price applies in Canadian funds.
 - In addition, rates herein are subject to chargeable services, where incurred, and all other rules stipulated in Tariff CN 9000 series, Tariff CN 6400, 6544 and 6580 series, supplements thereto and reissues thereof as provided for in Item 40.
 - Rates apply to the load movement with no charge for the empty car movement.
 - These rates are applicable to all traffic, except as specified in this Tariff, destined to, or originating from, all current and future rail shipping facilities located on BCOL, including any future extensions or modifications, for furtherance via BNSF.
 - These rates do not apply to traffic originating from facilities located on and served by a CN line of railway and being shipped by motor vehicle to a reload facility located on BCOL for subsequent furtherance via BNSF. Reload and/or Transload Facilities shall mean facilities other than production facilities, automotive or intermodal facilities, or team tracks where freight is transferred from one mode to another. Rates are not applicable to dimensional loads, articulated cars or to other traffic that requires special handling.
 - A surcharge of \$650 will be applied to all Dangerous Goods shipments regulated under the Canadian Transportation of Dangerous Goods Regulations (commodities with STCC code series 4800000 and 4900000).
 - A discount of \$225 will be applied to shipper privately owned equipment and for which no car-hire or mileage charges are applicable.
 - The rates will be adjusted annually, with the first adjustment to be made on July 1, 2005, based on the variance between the last quarterly available RCAF-A Index versus the RCAF-A Index for the same quarter of the previous year. Indexation adjustments will be rounded to the nearest dollar. At no time will the rates be adjusted to amounts lower than the initial rates shown in item 1050000. For example: For a \$100 rate at year 1, if the RCAF-A Index produces a 1% reduction for year 2 and 3, and a 1% increase for year 4, the rate will remain at \$100 (the floor level) for year 2 and 3, and will be adjusted to \$101 at year 4. Conversely, if RCAF-A Index produces a 1% increase for year 2 and 3, and a 1% reduction at year 4, the \$100 starting rate will be \$101 at year 2, \$102 at year 3 and \$101 at year 4.
 - The discount factor for private car supply in Item 1050000 will be adjusted annually, with the first adjustment to be made on July 1, 2005. This discount will be adjusted by the year over year percentage increase or decrease in the RCAF – A Index calculated as per the previous note.
 - The surcharge for dangerous goods in Item 1050000 will be adjusted annually, with the first adjustment to be made on July 1, 2005. This surcharge will be adjusted by the year over year percentage increase or decrease in the Consumer Price Index – All Items as published by Statistics Canada in Table 1 of Catalog 62-001. For clarity, the arithmetical average of the last 12 months available will be divided by the arithmetical average of the previous 12 months period.
 - If future industry innovations allow car loadings in excess of 120 tons per car, CN will then publish a new weight category for cars with net weight over 120 tons by extrapolating from the rates in place for the lower weight categories.

Definitions

- A - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 66 TONS.
- B - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 85 TONS.
- C - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 105 TONS.
- D - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 120 TONS.

Origin	Destination	A	B	C	D
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CANADIAN NATIONAL

TARIFF CN ??????-AA

Effective July XX, 2004.
Expires with CN lease termination.

Item No: 1050000-AA
Item Pages: 2

Origin	Destination	A	B	C	D
BC BIRKEN	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815
BC BRITANNIA	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815
BC BRUNSWICK	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815
BC CHEAKAMUS	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815
BC CREEKSIDE	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815
BC DARCY	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815
BC GARIBALDI	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815
BC GATES	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815
BC HORSESHOE BAY	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815
BC MARNE	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815
BC MONS	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815
BC MOUNT CURRIE	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815
BC PEMBERTON	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815
BC PORTEAU	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815
BC RETASKIT	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815
BC SEATON	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815
BC SHALALTH	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815
BC SPETCH	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815
BC SQUAMISH	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815
BC SQUAMISH DCK	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815
BC TISDALL	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815
BC WEDGE	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815
BC WHISTLER	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815



CANADIAN NATIONAL

TARIFF CN ??????-AA

Effective July XX, 2004.
Expires with CN lease termination.

Item No: 106000-AA
Item Pages: 2

Conditions Applicable Against All Traffic

Commodity(ies) : All Commodities.

STCC Number(s) :

Route(s) : CN 0: CN

Charge(s) : PER CAR

- Note(s) :
- Price applies in Canadian funds.
 - In addition, rates herein are subject to chargeable services, where incurred, and all other rules stipulated in Tariff CN 9000 series, Tariff CN 6400, 6544 and 6580 series, supplements thereto and reissues thereof as provided for in Item 40.
 - Rates apply to the load movement with no charge for the empty car movement.
 - These rates are applicable to all traffic, except as specified in this Tariff, destined to, or originating from, all current and future rail shipping facilities located on BCOL, including any future extensions or modifications, for furtherance via BNSF.
 - These rates do not apply to traffic originating from facilities located on and served by a CN line of railway and being shipped by motor vehicle to a reload facility located on BCOL for subsequent furtherance via BNSF. Reload and/or Transload Facilities shall mean facilities other than production facilities, automotive or intermodal facilities, or team tracks where freight is transferred from one mode to another. Rates are not applicable to dimensional loads, articulated cars or to other traffic that requires special handling.
 - A surcharge of \$650 will be applied to all Dangerous Goods shipments regulated under the Canadian Transportation of Dangerous Goods Regulations (commodities with STCC code series 4800000 and 4900000).
 - A discount of \$225 will be applied to shipper privately owned equipment and for which no car-hire or mileage charges are applicable.
 - The rates will be adjusted annually, with the first adjustment to be made on July 1, 2005, based on the variance between the last quarterly available RCAF-A Index versus the RCAF-A Index for the same quarter of the previous year. Indexation adjustments will be rounded to the nearest dollar. At no time will the rates be adjusted to amounts lower than the initial rates shown in item 1060000. For example: For a \$100 rate at year 1, if the RCAF-A Index produces a 1% reduction for year 2 and 3, and a 1% increase for year 4, the rate will remain at \$100 (the floor level) for year 2 and 3, and will be adjusted to \$101 at year 4. Conversely, if RCAF-A Index produces a 1% increase for year 2 and 3, and a 1% reduction at year 4, the \$100 starting rate will be \$101 at year 2, \$102 at year 3 and \$101 at year 4.
 - The discount factor for private car supply in Item 1060000 will be adjusted annually, with the first adjustment to be made on July 1, 2005. This discount will be adjusted by the year over year percentage increase or decrease in the RCAF - A Index calculated as per the previous note.
 - The surcharge for dangerous goods in Item 1060000 will be adjusted annually, with the first adjustment to be made on July 1, 2005. This surcharge will be adjusted by the year over year percentage increase or decrease in the Consumer Price Index - All Items as published by Statistics Canada in Table 1 of Catalog 62-001. For clarity, the arithmetical average of the last 12 months available will be divided by the arithmetical average of the previous 12 months period.
 - If future industry innovations allow car loadings in excess of 120 tons per car, CN will then publish a new weight category for cars with net weight over 120 tons by extrapolating from the rates in place for the lower weight categories.

Definitions

- A - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 66 TONS.
- B - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 85 TONS.
- C - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 105 TONS.
- D - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 120 TONS.

Origin	Destination	A	B	C	D
BC CANIM	BC NORTH VANCOUVER	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905



CANADIAN NATIONAL

TARIFF CN ??????-AA

**Effective July XX, 2004.
Expires with CN lease termination.**

**Item No: 1060000-AA
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Origin	Destination	A	B	C	D
BC CHASM	BC NORTH VANCOUVER	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC CLINTON	BC NORTH VANCOUVER	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC ENTERPRISE	BC NORTH VANCOUVER	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC EXETER	BC NORTH VANCOUVER	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC FLYING U	BC NORTH VANCOUVER	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC FOUNTAIN	BC NORTH VANCOUVER	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC GLENFRASER	BC NORTH VANCOUVER	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC GRAHAM	BC NORTH VANCOUVER	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC KELLY LAKE	BC NORTH VANCOUVER	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC KOSTER	BC NORTH VANCOUVER	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC LAC LA HACHE	BC NORTH VANCOUVER	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC LILLOOET	BC NORTH VANCOUVER	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC LIME	BC NORTH VANCOUVER	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC LONE BUTTE	BC NORTH VANCOUVER	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC MORAN	BC NORTH VANCOUVER	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC ONWARD	BC NORTH VANCOUVER	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC PAVILION	BC NORTH VANCOUVER	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC POTTER	BC NORTH VANCOUVER	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC TATTON	BC NORTH VANCOUVER	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC WILLIAMS LAKE	BC NORTH VANCOUVER	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC WRIGHT	BC NORTH VANCOUVER	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905



CANADIAN NATIONAL

TARIFF CN ??????-AA

**Effective July XX, 2004.
Expires with CN lease termination.**

**Item No: 107000-AA
Item Pages: 2**

Conditions Applicable Against All Traffic

Commodity(ies) : All Commodities.

STCC Number(s) :

Route(s) : CN 0: CN

Charge(s) : PER CAR

- Note(s) :
- Price applies in Canadian funds.
 - In addition, rates herein are subject to chargeable services, where incurred, and all other rules stipulated in Tariff CN 9000 series, Tariff CN 6400, 6544 and 6580 series, supplements thereto and reissues thereof as provided for in item 40.
 - Rates apply to the load movement with no charge for the empty car movement.
 - These rates are applicable to all traffic, except as specified in this Tariff, destined to, or originating from, all current and future rail shipping facilities located on BCOL, including any future extensions or modifications, for furtherance via BNSF.
 - These rates do not apply to traffic originating from facilities located on and served by a CN line of railway and being shipped by motor vehicle to a reload facility located on BCOL for subsequent furtherance via BNSF. Reload and/or Transload Facilities shall mean facilities other than production facilities, automotive or intermodal facilities, or team tracks where freight is transferred from one mode to another. Rates are not applicable to dimensional loads, articulated cars or to other traffic that requires special handling.
 - A surcharge of \$650 will be applied to all Dangerous Goods shipments regulated under the Canadian Transportation of Dangerous Goods Regulations (commodities with STCC code series 4800000 and 4900000).
 - A discount of \$225 will be applied to shipper privately owned equipment and for which no car-hire or mileage charges are applicable.
 - The rates will be adjusted annually, with the first adjustment to be made on July 1, based on the variance between the last quarterly available RCAF-A Index versus the RCAF-A Index for the same quarter of the previous year. Indexation adjustments will be rounded to the nearest dollar. At no time will the rates be adjusted to amounts lower than the initial rates shown in item 1070000. For example: For a \$100 rate at year 1, if the RCAF-A Index produces a 1% reduction for year 2 and 3, and a 1% increase for year 4, the rate will remain at \$100 (the floor level) for year 2 and 3, and will be adjusted to \$101 at year 4. Conversely, if RCAF-A Index produces a 1% increase for year 2 and 3, and a 1% reduction at year 4, the \$100 starting rate will be \$101 at year 2, \$102 at year 3 and \$101 at year 4.
 - The discount factor for private car supply in Item 1070000 will be adjusted annually, with the first adjustment to be made on July 1, 2005. This discount will be adjusted by the year over year percentage increase or decrease in the RCAF - A Index calculated as per the previous note.
 - The surcharge for dangerous goods in Item 1070000 will be adjusted annually, with the first adjustment to be made on July 1, 2005. This surcharge will be adjusted by the year over year percentage increase or decrease in the Consumer Price Index - All Items as published by Statistics Canada in Table 1 of Catalog 62-001. For clarity, the previous 12 months period.
 - If future industry innovations allow car loadings in excess of 120 tons per car, CN will then publish a new weight category for cars with net weight over 120 tons by extrapolating from the rates in place for the lower weight categories.
 - (2) Applies only from rail facilities at Prince George located on BCOL.

Definitions

- A - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 66 TONS.
- B - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 85 TONS.
- C - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 105 TONS.
- D - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 120 TONS.

Origin	Destination	A	B	C	D
BC ALEXANDRIA	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026



CANADIAN NATIONAL

TARIFF CN ??????-AA

Effective July XX, 2004.
Expires with CN lease termination.

Item No: 107000-AA
Item Pages: 2

Origin	Destination	A	B	C	D
BC AUSTRALIAN	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC BARLOW	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC BARNEY	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC BRIDGE	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC COLEBANK	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC COTWOOD	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC CRYSDALE	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC DRAGON	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC DUNKLEY	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC FRASERVIEW	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC GIBRALTER	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC GREENING	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC HIXON	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC KERSLEY	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC KILLY	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC MACALISTER	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC MACKIN	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC MCEWAN	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC ODELL	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC PRINCE GEORGE (2)	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC PRINCE GEORGE JCT	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC QUAW	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC QUESNEL	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC REDROCK	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC SALMON VALLEY	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC SODA CREEK	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC STONER	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC TABOR	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC WALKER	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC WESTPLY	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026



CANADIAN NATIONAL

TARIFF CN ??????-AA

Effective July XX, 2004.
Expires with CN lease termination.

Item No: 108000-AA
Item Pages: 2

Conditions Applicable Against All Traffic

Commodity(ies) : All Commodities.

STCC Number(s) :

Route(s) : CN 0: CN

Charge(s) : PER CAR

- Note(s) :
- Price applies in Canadian funds.
 - In addition, rates herein are subject to chargeable services, where incurred, and all other rules stipulated in Tariff CN 9000 series, Tariff CN 6400, 6544 and 6580 series, supplements thereto and reissues thereof as provided for in item 40.
 - Rates apply to the load movement with no charge for the empty car movement.
 - These rates are applicable to all traffic, except as specified in this Tariff, destined to, or originating from, all current and future rail shipping facilities located on BCOL, including any future extensions or modifications, for furtherance via BNSF.
 - These rates do not apply to traffic originating from facilities located on and served by a CN line of railway and being shipped by motor vehicle to a reload facility located on BCOL for subsequent furtherance via BNSF. Reload and/or Transload Facilities shall mean facilities other than production facilities, automotive or intermodal facilities, or team tracks where freight is transferred from one mode to another. Rates are not applicable to dimensional loads, articulated cars or to other traffic that requires special handling.
 - A surcharge of \$650 will be applied to all Dangerous Goods shipments regulated under the Canadian Transportation of Dangerous Goods Regulations (commodities with STCC code series 4800000 and 4900000).
 - A discount of \$225 will be applied to shipper privately owned equipment and for which no car-hire or mileage charges are applicable.
 - The rates will be adjusted annually, with the first adjustment to be made on July 1, 2005, based on the variance between the last quarterly available RCAF-A Index versus the RCAF-A Index for the same quarter of the previous year. Indexation adjustments will be rounded to the nearest dollar. At no time will the rates be adjusted to amounts lower than the initial rates shown in item 1080000. For example: For a \$100 rate at year 1, if the RCAF-A Index produces a 1% reduction for year 2 and 3, and a 1% increase for year 4, the rate will remain at \$100 (the floor level) for year 2 and 3, and will be adjusted to \$101 at year 4. Conversely, if RCAF-A Index produces a 1% increase for year 2 and 3, and a 1% reduction at year 4, the \$100 starting rate will be \$101 at year 2, \$102 at year 3 and \$101 at year 4.
 - The discount factor for private car supply in Item 1080000 will be adjusted annually, beginning with XX [First Anniversary of Closing Date of Transaction]. This discount will be adjusted by the year over year percentage increase or decrease in the RCAF - A Index calculated as per the previous note.
 - The surcharge for dangerous goods in Item 1080000 will be adjusted annually, with the first adjustment to be made on July 1, 2005. This surcharge will be adjusted by the year over year percentage increase or decrease in the Consumer Price Index - All Items as published by Statistics Canada in Table 1 of Catalog 62-001. For clarity, the arithmetical average of the last 12 months available will be divided by the arithmetical average of the previous 12 months period.
 - If future industry innovations allow car loadings in excess of 120 tons per car, CN will then publish a new weight category for cars with net weight over 120 tons by extrapolating from the rates in place for the lower weight categories.
 - (2) Applies only to customer facilities at Dawson Creek located on BCOL.
 - (3) Line infrastructure not graded for 286,000 lbs.

Definitions

- A - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 66 TONS.
- B - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 85 TONS.
- C - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 105 TONS.
- D - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 120 TONS.



CANADIAN NATIONAL

TARIFF CN ??????-AA

Effective July XX, 2004.
Expires with CN lease termination.

Item No: 1080000-AA
Item Pages: 2

Origin	Destination	A	B	C	D
BC AZOUZETTA	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC BALDONNEL	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC BLUFF	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC BOND	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC BULKLEY HOUSE	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC CARP	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC CASWELL	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC CHETWYND	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC CONNELLY	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC DAWSON CREEK (2)	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC DOKIE	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC DRIFTWOOD	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC FALLS	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC FOSS	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC FT ST JAMES	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC FT ST JOHN	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC GARBITT	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC GROUNDBIRCH	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC HODDA	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC HULCROSS	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC KENNEDY	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC KISKATINAW	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC LEMORAY	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC LEO CREEK	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC LIERSCH	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC LOVELL	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC MACKENZIE	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC MCINTYRE	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC MERTON	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC MINARET	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC MOSQUE	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NATION	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC PERRY	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC PINESUL	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC PROGRESS	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC SEPTIMUS	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC SLOANE	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC SUNDANCE	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC TACHEEDA	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC TACHIE	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC TAKLA	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC TAYLOR	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC TEKO	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC TETANA	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC TREMBLAY	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC TREMBLEUR	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC URQUHART	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC WABI	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC WAKELY	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC WORTH	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A



CANADIAN NATIONAL

TARIFF CN ??????-AA

**Effective July XX, 2004.
Expires with CN lease termination.**

**Item No: 1090000-AA
Item Pages: 2**

Conditions Applicable Against All Traffic

Commodity(ies) : All Commodities.

STCC Number(s) :

Route(s) : CN 0: CN

Charge(s) : PER CAR

- Note(s) :
- Price applies in Canadian funds.
 - In addition, rates herein are subject to chargeable services, where incurred, and all other rules stipulated in Tariff CN 9000 series, Tariff CN 6400, 6544 and 6580 series, supplements thereto and reissues thereof as provided for in item 40.
 - Rates apply to the load movement with no charge for the empty car movement.
 - These rates are applicable to all traffic, except as specified in this Tariff, destined to, or originating from, all current and future rail shipping facilities located on BCOL, including any future extensions or modifications, for furtherance via BNSF.
 - These rates do not apply to traffic originating from facilities located on and served by a CN line of railway and being shipped by motor vehicle to a reload facility located on BCOL for subsequent furtherance via BNSF. Reload and/or Transload Facilities shall mean facilities other than production facilities, automotive or intermodal facilities, or team tracks where freight is transferred from one mode to another. Rates are not applicable to dimensional loads, articulated cars or to other traffic that requires special handling.
 - A surcharge of \$650 will be applied to all Dangerous Goods shipments regulated under the Canadian Transportation of Dangerous Goods Regulations (commodities with STCC code series 4800000 and 4900000).
 - A discount of \$225 will be applied to shipper privately owned equipment and for which no car-hire or mileage charges are applicable.
 - The rates will be adjusted annually, with the first adjustment to be made on July 1, 2005, based on the variance between the last quarterly available RCAF-A Index versus the RCAF-A Index for the same quarter of the previous year. Indexation adjustments will be rounded to the nearest dollar. At no time will the rates be adjusted to amounts lower than the initial rates shown in item 1090000. For example: For a \$100 rate at year 1, if the RCAF-A Index produces a 1% reduction for year 2 and 3, and a 1% increase for year 4, the rate will remain at \$100 (the floor level) for year 2 and 3, and will be adjusted to \$101 at year 4. Conversely, if RCAF-A Index produces a 1% increase for year 2 and 3, and a 1% reduction at year 4, the \$100 starting rate will be \$101 at year 2, \$102 at year 3 and \$101 at year 4.
 - The discount factor for private car supply in Item 1090000 will be adjusted annually, with the first adjustment to be made on July 1, 2005. This discount will be adjusted by the year over year percentage increase or decrease in the RCAF – A Index calculated as per the previous note.
 - The surcharge for dangerous goods in Item 1090000 will be adjusted annually, with the first adjustment to be made on July 1, 2005. This surcharge will be adjusted by the year over year percentage increase or decrease in the Consumer Price Index – All Items as published by Statistics Canada in Table 1 of Catalog 62-001. For clarity, the arithmetical average of the last 12 months available will be divided by the arithmetical average of the previous 12 months period.
 - If future industry innovations allow car loadings in excess of 120 tons per car, CN will then publish a new weight category for cars with net weight over 120 tons by extrapolating from the rates in place for the lower weight categories.
 - (3) Line infrastructure not graded for 286,000 lbs between Chetwynd, BC and Fort Nelson, BC.

Definitions

- A - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 66 TONS.
- B - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 85 TONS.
- C - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 105 TONS.
- D - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 120 TONS.

Origin	Destination	A	B	C	D
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CANADIAN NATIONAL

TARIFF CN ??????-AA

**Effective July XX, 2004.
Expires with CN lease termination.**

**Item No: 109000-AA
Item Pages: 2**

Origin	Destination	A	B	C	D
BC BEATTON	BC NORTH VANCOUVER	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC BLUE HILLS	BC NORTH VANCOUVER	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC BUICK	BC NORTH VANCOUVER	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC EKWAN	BC NORTH VANCOUVER	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC ELLEH	BC NORTH VANCOUVER	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC FONTAS	BC NORTH VANCOUVER	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC FT NELSON	BC NORTH VANCOUVER	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC GUTAH	BC NORTH VANCOUVER	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC KLUA	BC NORTH VANCOUVER	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC MURDALE	BC NORTH VANCOUVER	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC NEEDLEY	BC NORTH VANCOUVER	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC NITEAL	BC NORTH VANCOUVER	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC SIKANNI	BC NORTH VANCOUVER	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC SILVER LAKE	BC NORTH VANCOUVER	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC TAMARACK	BC NORTH VANCOUVER	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC ZEKE	BC NORTH VANCOUVER	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A



CANADIAN NATIONAL

TARIFF CN ??????-AA

**Effective July XX, 2004.
Expires with CN lease termination.**

**Item No: 115000-AA
Item Pages: 2**

Conditions Applicable Against All Traffic

Commodity(ies) : All Commodities.

STCC Number(s) :

Route(s) : CN 0: CN

Charge(s) : PER CAR

- Note(s) :
- Price applies in Canadian funds.
 - In addition, rates herein are subject to chargeable services, where incurred, and all other rules stipulated in Tariff CN 9000 series, Tariff CN 6400, 6544 and 6580 series, supplements thereto and reissues thereof as provided for in item 40.
 - Rates apply to the load movement with no charge for the empty car movement.
 - These rates are applicable to all traffic, except as specified in this Tariff, destined to, or originating from, all current and future rail shipping facilities located on BCOL, including any future extensions or modifications, for furtherance via BNSF.
 - These rates do not apply to traffic originating from facilities located on and served by a CN line of railway and being shipped by motor vehicle to a reload facility located on BCOL for subsequent furtherance via BNSF. Reload and/or Transload Facilities shall mean facilities other than production facilities, automotive or intermodal facilities, or team tracks where freight is transferred from one mode to another. Rates are not applicable to dimensional loads, articulated cars or to other traffic that requires special handling.
 - A surcharge of \$650 will be applied to all Dangerous Goods shipments regulated under the Canadian Transportation of Dangerous Goods Regulations (commodities with STCC code series 4800000 and 4900000).
 - A discount of \$225 will be applied to shipper privately owned equipment and for which no car-hire or mileage charges are applicable.
 - The rates will be adjusted annually, with the first adjustment to be made on July 1, 2005, based on the variance between the last quarterly available RCAF-A Index versus the RCAF-A Index for the same quarter of the previous year. Indexation adjustments will be rounded to the nearest dollar. At no time will the rates be adjusted to amounts lower than the initial rates shown in item 1150000. For example: For a \$100 rate at year 1, if the RCAF-A Index produces a 1% reduction for year 2 and 3, and a 1% increase for year 4, the rate will remain at \$100 (the floor level) for year 2 and 3, and will be adjusted to \$101 at year 4. Conversely, if RCAF-A Index produces a 1% increase for year 2 and 3, and a 1% reduction at year 4, the \$100 starting rate will be \$101 at year 2, \$102 at year 3 and \$101 at year 4.
 - The discount factor for private car supply in Item 1150000 will be adjusted annually, with the first adjustment to be made on July 1, 2005. This discount will be adjusted by the year over year percentage increase or decrease in the RCAF - A Index calculated as per the previous note.
 - The surcharge for dangerous goods in Item 1150000 will be adjusted annually, with the first adjustment to be made on July 1, 2005. This surcharge will be adjusted by the year over year percentage increase or decrease in the Consumer Price Index - All Items as published by Statistics Canada in Table 1 of Catalog 62-001. For clarity, the arithmetical average of the last 12 months available will be divided by the arithmetical average of the previous 12 months period.
 - If future industry innovations allow car loadings in excess of 120 tons per car, CN will then publish a new weight category for cars with net weight over 120 tons by extrapolating from the rates in place for the lower weight categories.

Definitions

- A - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 66 TONS.
- B - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 85 TONS.
- C - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 105 TONS.
- D - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 120 TONS.

Origin	Destination	A	B	C	D
BC NORTH VANCOUVER	BC BIRKEN	\$ 693	\$ 717	\$ 766	\$ 815



CANADIAN NATIONAL

TARIFF CN ??????-AA

**Effective July XX, 2004.
Expires with CN lease termination.**

**Item No: 115000-AA
Item Pages: 2**

Origin	Destination	A	B	C	D
BC NORTH VANCOUVER	BC BRITANNIA	\$ 693	\$ 717	\$ 766	\$ 815
BC NORTH VANCOUVER	BC BRUNSWICK	\$ 693	\$ 717	\$ 766	\$ 815
BC NORTH VANCOUVER	BC CHEAKAMUS	\$ 693	\$ 717	\$ 766	\$ 815
BC NORTH VANCOUVER	BC CREEKSIDE	\$ 693	\$ 717	\$ 766	\$ 815
BC NORTH VANCOUVER	BC DARCY	\$ 693	\$ 717	\$ 766	\$ 815
BC NORTH VANCOUVER	BC GARIBALDI	\$ 693	\$ 717	\$ 766	\$ 815
BC NORTH VANCOUVER	BC GATES	\$ 693	\$ 717	\$ 766	\$ 815
BC NORTH VANCOUVER	BC HORSESHOE BAY	\$ 693	\$ 717	\$ 766	\$ 815
BC NORTH VANCOUVER	BC MARNE	\$ 693	\$ 717	\$ 766	\$ 815
BC NORTH VANCOUVER	BC MONS	\$ 693	\$ 717	\$ 766	\$ 815
BC NORTH VANCOUVER	BC MOUNT CURRIE	\$ 693	\$ 717	\$ 766	\$ 815
BC NORTH VANCOUVER	BC PEMBERTON	\$ 693	\$ 717	\$ 766	\$ 815
BC NORTH VANCOUVER	BC PORTEAU	\$ 693	\$ 717	\$ 766	\$ 815
BC NORTH VANCOUVER	BC RETASKIT	\$ 693	\$ 717	\$ 766	\$ 815
BC NORTH VANCOUVER	BC SEATON	\$ 693	\$ 717	\$ 766	\$ 815
BC NORTH VANCOUVER	BC SHALALTH	\$ 693	\$ 717	\$ 766	\$ 815
BC NORTH VANCOUVER	BC SPETCH	\$ 693	\$ 717	\$ 766	\$ 815
BC NORTH VANCOUVER	BC SQUAMISH	\$ 693	\$ 717	\$ 766	\$ 815
BC NORTH VANCOUVER	BC SQUAMISH DCK	\$ 693	\$ 717	\$ 766	\$ 815
BC NORTH VANCOUVER	BC TISDALL	\$ 693	\$ 717	\$ 766	\$ 815
BC NORTH VANCOUVER	BC WEDGE	\$ 693	\$ 717	\$ 766	\$ 815
BC NORTH VANCOUVER	BC WHISTLER	\$ 693	\$ 717	\$ 766	\$ 815



CANADIAN NATIONAL

TARIFF CN ??????-AA

Effective July XX, 2004.
Expires with CN lease termination.

Item No: 116000-AA
Item Pages: 2

Conditions Applicable Against All Traffic

Commodity(ies) : All Commodities.

STCC Number(s) :

Route(s) : CN 0: CN

Charge(s) : PER CAR

- Note(s) :
- Price applies in Canadian funds.
 - In addition, rates herein are subject to chargeable services, where incurred, and all other rules stipulated in Tariff CN 9000 series, Tariff CN 6400, 6544 and 6580 series, supplements thereto and reissues thereof as provided for in item 40.
 - Rates apply to the load movement with no charge for the empty car movement.
 - These rates are applicable to all traffic, except as specified in this Tariff, destined to, or originating from, all current and future rail shipping facilities located on BCOL, including any future extensions or modifications, for furtherance via BNSF.
 - These rates do not apply to traffic originating from facilities located on and served by a CN line of railway and being shipped by motor vehicle to a reload facility located on BCOL for subsequent furtherance via BNSF. Reload and/or Transload Facilities shall mean facilities other than production facilities, automotive or intermodal facilities, or team tracks where freight is transferred from one mode to another. Rates are not applicable to dimensional loads, articulated cars or to other traffic that requires special handling.
 - A surcharge of \$650 will be applied to all Dangerous Goods shipments regulated under the Canadian Transportation of Dangerous Goods Regulations (commodities with STCC code series 4800000 and 4900000).
 - A discount of \$225 will be applied to shipper privately owned equipment and for which no car-hire or mileage charges are applicable.
 - The rates will be adjusted annually, with the first adjustment to be made on July 1, 2005, based on the variance between the last quarterly available RCAF-A Index versus the RCAF-A Index for the same quarter of the previous year. Indexation adjustments will be rounded to the nearest dollar. At no time will the rates be adjusted to amounts lower than the initial rates shown in item 1160000. For example: For a \$100 rate at year 1, if the RCAF-A Index produces a 1% reduction for year 2 and 3, and a 1% increase for year 4, the rate will remain at \$100 (the floor level) for year 2 and 3, and will be adjusted to \$101 at year 4. Conversely, if RCAF-A Index produces a 1% increase for year 2 and 3, and a 1% reduction at year 4, the \$100 starting rate will be \$101 at year 2, \$102 at year 3 and \$101 at year 4.
 - The discount factor for private car supply in Item 1160000 will be adjusted annually, with the first adjustment to be made on July 1, 2005. This discount will be adjusted by the year over year percentage increase or decrease in the RCAF - A Index calculated as per the previous note.
 - The surcharge for dangerous goods in Item 1160000 will be adjusted annually, with the first adjustment to be made on July 1, 2005. This surcharge will be adjusted by the year over year percentage increase or decrease in the Consumer Price Index - All Items as published by Statistics Canada in Table 1 of Catalog 62-001. For clarity, the arithmetical average of the last 12 months available will be divided by the arithmetical average of the previous 12 months period.
 - If future industry innovations allow car loadings in excess of 120 tons per car, CN will then publish a new weight category for cars with net weight over 120 tons by extrapolating from the rates in place for the lower weight categories.

Definitions

- A - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 66 TONS.
- B - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 85 TONS.
- C - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 105 TONS.
- D - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 120 TONS.

Origin	Destination	A	B	C	D
BC NORTH VANCOUVER	BC CANIM	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905



CANADIAN NATIONAL

TARIFF CN ??????-AA

**Effective July XX, 2004.
Expires with CN lease termination.**

**Item No: 116000-AA
Item Pages: 2**

Origin	Destination	A	B	C	D
BC NORTH VANCOUVER	BC CHASM	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC NORTH VANCOUVER	BC CLINTON	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC NORTH VANCOUVER	BC ENTERPRISE	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC NORTH VANCOUVER	BC EXETER	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC NORTH VANCOUVER	BC FLYING U	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC NORTH VANCOUVER	BC FOUNTAIN	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC NORTH VANCOUVER	BC GLENFRASER	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC NORTH VANCOUVER	BC GRAHAM	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC NORTH VANCOUVER	BC KELLY LAKE	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC NORTH VANCOUVER	BC KOSTER	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC NORTH VANCOUVER	BC LAC LA HACHE	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC NORTH VANCOUVER	BC LILLOOET	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC NORTH VANCOUVER	BC LIME	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC NORTH VANCOUVER	BC LONE BUTTE	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC NORTH VANCOUVER	BC MORAN	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC NORTH VANCOUVER	BC ONWARD	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC NORTH VANCOUVER	BC PAVILION	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC NORTH VANCOUVER	BC POTTER	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC NORTH VANCOUVER	BC TATTON	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC NORTH VANCOUVER	BC WILLIAMS LAKE	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC NORTH VANCOUVER	BC WRIGHT	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905



CANADIAN NATIONAL

TARIFF CN ??????-AA

Effective July XX, 2004.
Expires with CN lease termination.

Item No: 117000-AA
Item Pages: 2

Conditions Applicable Against All Traffic

Commodity(ies) : All Commodities.

STCC Number(s) :

Route(s) : CN 0: CN

Charge(s) : PER CAR

- Note(s) :
- Price applies in Canadian funds.
 - In addition, rates herein are subject to chargeable services, where incurred, and all other rules stipulated in Tariff CN 9000 series, Tariff CN 6400, 6544 and 6580 series, supplements thereto and reissues thereof as provided for in item 40.
 - Rates apply to the load movement with no charge for the empty car movement.
 - These rates are applicable to all traffic, except as specified in this Tariff, destined to, or originating from, all current and future rail shipping facilities located on BCOL, including any future extensions or modifications, for furtherance via BNSF.
 - These rates do not apply to traffic originating from facilities located on and served by a CN line of railway and being shipped by motor vehicle to a reload facility located on BCOL for subsequent furtherance via BNSF. Reload and/or Transload Facilities shall mean facilities other than production facilities, automotive or intermodal facilities, or team tracks where freight is transferred from one mode to another. Rates are not applicable to dimensional loads, articulated cars or to other traffic that requires special handling.
 - A surcharge of \$650 will be applied to all Dangerous Goods shipments regulated under the Canadian Transportation of Dangerous Goods Regulations (commodities with STCC code series 4800000 and 4900000).
 - A discount of \$225 will be applied to shipper privately owned equipment and for which no car-hire or mileage charges are applicable.
 - The rates will be adjusted annually, with the first adjustment to be made on July 1, 2005, based on the variance between the last quarterly available RCAF-A Index versus the RCAF-A Index for the same quarter of the previous year. Indexation adjustments will be rounded to the nearest dollar. At no time will the rates be adjusted to amounts lower than the initial rates shown in item 1170000. For example: For a \$100 rate at year 1, if the RCAF-A Index produces a 1% reduction for year 2 and 3, and a 1% increase for year 4, the rate will remain at \$100 (the floor level) for year 2 and 3, and will be adjusted to \$101 at year 4. Conversely, if RCAF-A Index produces a 1% increase for year 2 and 3, and a 1% reduction at year 4, the \$100 starting rate will be \$101 at year 2, \$102 at year 3 and \$101 at year 4.
 - The discount factor for private car supply in Item 1170000 will be adjusted annually, with the first adjustment to be made on July 1, 2005. This discount will be adjusted by the year over year percentage increase or decrease in the RCAF - A Index calculated as per the previous note.
 - The surcharge for dangerous goods in Item 1170000 will be adjusted annually, with the first adjustment to be made on July 1, 2005. This surcharge will be adjusted by the year over year percentage increase or decrease in the Consumer Price Index - All Items as published by Statistics Canada in Table 1 of Catalog 62-001. For clarity, the arithmetical average of the last 12 months available will be divided by the arithmetical average of the previous 12 months period.
 - If future industry innovations allow car loadings in excess of 120 tons per car, CN will then publish a new weight category for cars with net weight over 120 tons by extrapolating from the rates in place for the lower weight categories.
 - (2) Applies only to rail facilities at Prince George located on BCOL.

Definitions

- A - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 66 TONS.
- B - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 85 TONS.
- C - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 105 TONS.
- D - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 120 TONS.

Origin	Destination	A	B	C	D
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CANADIAN NATIONAL

TARIFF CN ??????-AA

Effective July XX, 2004.
Expires with CN lease termination.

Item No: 117000-AA
Item Pages: 2

Origin	Destination	A	B	C	D
BC NORTH VANCOUVER	BC ALEXANDRIA	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC AUSTRALIAN	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC BARLOW	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC BARNEY	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC BRIDGE	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC COLEBANK	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC COTWOOD	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC CRYSDALE	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC DRAGON	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC DUNKLEY	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC FRASERVIEW	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC GIBRALTER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC GREENING	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC HIXON	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC KERSLEY	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC KILLY	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC MACALISTER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC MACKIN	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC MCEWAN	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC ODELL	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC PRINCE GEORGE (2)	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC PRINCE GEORGE JCT	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC QUAW	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC QUESNEL	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC REDROCK	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC SALMON VALLEY	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC SODA CREEK	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC STONER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC TABOR	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC WALKER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC WESTPLY	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026



CANADIAN NATIONAL

TARIFF CN ??????-AA

Effective July XX, 2004.
Expires with CN lease termination.

Item No: 118000-AA
Item Pages: 2

Conditions Applicable Against All Traffic

Commodity(ies) : All Commodities.

STCC Number(s) :

Route(s) : CN 0: CN

Charge(s) : PER CAR

- Note(s) :
- Price applies in Canadian funds.
 - In addition, rates herein are subject to chargeable services, where incurred, and all other rules stipulated in Tariff CN 9000 series, Tariff CN 6400, 6544 and 6580 series, supplements thereto and reissues thereof as provided for in item 40.
 - Rates apply to the load movement with no charge for the empty car movement.
 - These rates are applicable to all traffic, except as specified in this Tariff, destined to, or originating from, all current and future rail shipping facilities located on BCOL, including any future extensions or modifications, for furtherance via BNSF.
 - These rates do not apply to traffic originating from facilities located on and served by a CN line of railway and being shipped by motor vehicle to a reload facility located on BCOL for subsequent furtherance via BNSF. Reload and/or Transload Facilities shall mean facilities other than production facilities, automotive or intermodal facilities, or team tracks where freight is transferred from one mode to another. Rates are not applicable to dimensional loads, articulated cars or to other traffic that requires special handling.
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 - The discount factor for private car supply in Item 1180000 will be adjusted annually, with the first adjustment to be made on July 1, 2005. This discount will be adjusted by the year over year percentage increase or decrease in the RCAF - A Index calculated as per the previous note.
 - The surcharge for dangerous goods in Item 1180000 will be adjusted annually, with the first adjustment to be made on July 1, 2005. This surcharge will be adjusted by the year over year percentage increase or decrease in the Consumer Price Index - All Items as published by Statistics Canada in Table 1 of Catalog 62-001. For clarity, the arithmetical average of the last 12 months available will be divided by the arithmetical average of the previous 12 months period.
 - If future industry innovations allow car loadings in excess of 120 tons per car, CN will then publish a new weight category for cars with net weight over 120 tons by extrapolating from the rates in place for the lower weight categories.
 - (2) Applies only to customer facilities at Dawson Creek located on BCOL.
 - (3) Line infrastructure not graded for 286,000 lbs.

Definitions

- A - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 66 TONS.
- B - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 85 TONS.
- C - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 105 TONS.
- D - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 120 TONS.



CANADIAN NATIONAL

TARIFF CN ??????-AA

Effective July XX, 2004.
Expires with CN lease termination.

Item No: 118000-AA

Item Pages: 2

Origin	Destination	A	B	C	D
BC NORTH VANCOUVER	BC AZOUZETTA	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC NORTH VANCOUVER	BC BALDONNEL	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC BLUFF	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC BOND	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC BULKLEY HOUSE	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC CARP	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC CASWELL	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC NORTH VANCOUVER	BC CHETWYND	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC NORTH VANCOUVER	BC CONNELLY	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC DAWSON CREEK (2)	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC DOKIE	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC NORTH VANCOUVER	BC DRIFTWOOD	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC FALLS	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC NORTH VANCOUVER	BC FOSS	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC FT ST JAMES	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC FT ST JOHN	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC GARBITT	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC NORTH VANCOUVER	BC GROUND BIRCH	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC HODDA	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC NORTH VANCOUVER	BC HULCROSS	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC NORTH VANCOUVER	BC KENNEDY	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC NORTH VANCOUVER	BC KISKATINAW	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC LEMORAY	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC NORTH VANCOUVER	BC LEO CREEK	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC LIERSCH	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC LOVELL	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC MACKENZIE	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC MCINTYRE	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC NORTH VANCOUVER	BC MERTON	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC MINARET	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC MOSQUE	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC NATION	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC PERRY	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC PINESUL	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC NORTH VANCOUVER	BC PROGRESS	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC SEPTIMUS	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC SLOANE	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC SUNDANCE	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC TACHEEDA	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC NORTH VANCOUVER	BC TACHIE	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC TAKLA	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC TAYLOR	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC TEKO	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC TETANA	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC TREMBLAY	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC TREMBLEUR	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC URQUHART	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC WABI	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC WAKELY	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC NORTH VANCOUVER	BC WORTH	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A



CANADIAN NATIONAL

TARIFF CN ??????-AA

**Effective July XX, 2004.
Expires with CN lease termination.**

**Item No: 1190000-AA
Item Pages: 2**

Conditions Applicable Against All Traffic

Commodity(ies) : All Commodities.

STCC Number(s) :

Route(s) : CN 0: CN

Charge(s) : PER CAR

- Note(s) :
- Price applies in Canadian funds.
 - In addition, rates herein are subject to chargeable services, where incurred, and all other rules stipulated in Tariff CN 9000 series, Tariff CN 6400, 6544 and 6580 series, supplements thereto and reissues thereof as provided for in item 40.
 - Rates apply to the load movement with no charge for the empty car movement.
 - These rates are applicable to all traffic, except as specified in this Tariff, destined to, or originating from, all current and future rail shipping facilities located on BCOL, including any future extensions or modifications, for furtherance via BNSF.
 - These rates do not apply to traffic originating from facilities located on and served by a CN line of railway and being shipped by motor vehicle to a reload facility located on BCOL for subsequent furtherance via BNSF. Reload and/or Transload Facilities shall mean facilities other than production facilities, automotive or intermodal facilities, or team tracks where freight is transferred from one mode to another. Rates are not applicable to dimensional loads, articulated cars or to other traffic that requires special handling.
 - A surcharge of \$650 will be applied to all Dangerous Goods shipments regulated under the Canadian Transportation of Dangerous Goods Regulations (commodities with STCC code series 4800000 and 4900000).
 - A discount of \$225 will be applied to shipper privately owned equipment and for which no car-hire or mileage charges are applicable.
 - The rates will be adjusted annually, with the first adjustment to be made on July 1, 2005, based on the variance between the last quarterly available RCAF-A Index versus the RCAF-A Index for the same quarter of the previous year. Indexation adjustments will be rounded to the nearest dollar. At no time will the rates be adjusted to amounts lower than the initial rates shown in item 1190000. For example: For a \$100 rate at year 1, if the RCAF-A Index produces a 1% reduction for year 2 and 3, and a 1% increase for year 4, the rate will remain at \$100 (the floor level) for year 2 and 3, and will be adjusted to \$101 at year 4. Conversely, if RCAF-A Index produces a 1% increase for year 2 and 3, and a 1% reduction at year 4, the \$100 starting rate will be \$101 at year 2, \$102 at year 3 and \$101 at year 4.
 - The discount factor for private car supply in Item 1190000 will be adjusted annually, with the first adjustment to be made on July 1, 2005. This discount will be adjusted by the year over year percentage increase or decrease in the RCAF - A Index calculated as per the previous note.
 - The surcharge for dangerous goods in Item 1190000 will be adjusted annually, with the first adjustment to be made on July 1, 2005. This surcharge will be adjusted by the year over year percentage increase or decrease in the Consumer Price Index - All Items as published by Statistics Canada in Table 1 of Catalog 62-001. For clarity, the arithmetical average of the last 12 months available will be divided by the arithmetical average of the previous 12 months period.
 - If future industry innovations allow car loadings in excess of 120 tons per car, CN will then publish a new weight category for cars with net weight over 120 tons by extrapolating from the rates in place for the lower weight categories.
 - (3) Line infrastructure not graded for 286,000 lbs between Chetwynd, BC and Fort Nelson, BC.

Definitions

- A - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 66 TONS.
- B - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 85 TONS.
- C - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 105 TONS.
- D - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 120 TONS.

Origin	Destination	A	B	C	D
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CANADIAN NATIONAL

TARIFF CN ??????-AA

Effective July XX, 2004.
Expires with CN lease termination.

Item No: 1190000-AA
Item Pages: 2

Origin	Destination	A	B	C	D
BC NORTH VANCOUVER	BC BEATTON	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC NORTH VANCOUVER	BC BLUE HILLS	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC NORTH VANCOUVER	BC BUICK	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC NORTH VANCOUVER	BC EKWAN	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC NORTH VANCOUVER	BC ELLEH	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC NORTH VANCOUVER	BC FONTAS	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC NORTH VANCOUVER	BC FT NELSON	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC NORTH VANCOUVER	BC GUTAH	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC NORTH VANCOUVER	BC KLUA	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC NORTH VANCOUVER	BC MURDALE	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC NORTH VANCOUVER	BC NEEDLEY	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC NORTH VANCOUVER	BC NITEAL	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC NORTH VANCOUVER	BC SIKANNI	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC NORTH VANCOUVER	BC SILVER LAKE	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC NORTH VANCOUVER	BC TAMARACK	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC NORTH VANCOUVER	BC ZEKE	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A

Canadian National Railway Company Freight Tariff CN ??????-AA

COMPETITIVE FREIGHT TARIFF

AND

HAULAGE RATES, CHARGES AND CONDITIONS

FROM OR TO POINTS

ON BCOL

AND THE

CN INTERCHANGE AT NORTH VANCOUVER, BC

FOR FURTHERANCE TO/FROM THE INTERCHANGE WITH
THE CANADIAN PACIFIC RAILWAY COMPANY (CPR) AT SAPPERTON, BC

FROM	TO
VARIOUS STATIONS IN: BRITISH COLUMBIA	VARIOUS STATIONS IN: BRITISH COLUMBIA

Governed, except as otherwise provided herein, by Rules Tariff CN 6400, 6534 and 6580 series and CN 9000-series.

The Province of British Columbia and CN entered into an agreement whereby CN acquired all the outstanding shares of BC Rail Limited and of BC Rail Partnership, whereby CN acquired the industrial freight railway business and the right to operate BC Rail under a Federal Certificate of Fitness, and whereby CN leased the BC Rail roadbed and properties for 60 years, subject to renewal for an additional 30 years.

Pursuant to this agreement, this tariff is published to implement CN's commitment with the Province to maintain customers' competitive access to connecting railroads at Vancouver, through "Open Gateway" rates and service conditions that are set out in this tariff.

CN's commitment is binding upon it for the entire term of the lease, such that the tariff cannot be withdrawn by CN, and material provisions of this tariff cannot be changed, modified or withdrawn, nor may material provisions be added, without the consent of CPR, consent that cannot be unreasonably withheld.

This tariff constitutes a binding agreement between CN and CPR. The rates, terms and conditions of this Tariff shall be binding upon the successors and assigns of the parties.

ISSUED July XX, 2004

Effective July XX, 2004

Expires with termination of CN's lease of the BCOL lines

CANADIAN NATIONAL RAILWAY COMPANY is publishing this Tariff and contracting in its own name and on behalf of GRAND TRUNK WESTERN RAILROAD INCORPORATED (GTW), DULUTH, WINNIPEG AND PACIFIC RAILWAY COMPANY (DWP), ILLINOIS CENTRAL RAILROAD COMPANY (IC), CHICAGO CENTRAL & PACIFIC RAILROAD COMPANY (CC), CEDAR RIVER RAILROAD COMPANY (CEDR), WISCONSIN CENTRAL LIMITED (WC), ALGOMA CENTRAL RAILWAY INC. (AC), SAULT STE MARIE BRIDGE COMPANY (SSAM), FOX VALLEY & WESTERN LTD. (FVW), WISCONSIN CHICAGO LINK LTD. (WCCL) and BRITISH COLUMBIA RAILWAY COMPANY (BCOL) and these companies do business under the name of and are collectively referred to as "CANADIAN NATIONAL" (CN).

(CN ??????-AA)

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(printed in Canada)
TARIFF ??????-AA

RULES AND REGULATIONS

Item 5 Application of Rates, Discounts and Surcharge

This Tariff is applicable to all traffic, except as specified in this Tariff, destined to, or originating from, all current and future rail shipping facilities located on the BCOL line of railway, including any future extensions or modifications thereof, for furtherance via CPR. This Tariff does not apply to traffic originating from any production facility served by a CN line of railway and being shipped by motor vehicle to a reload facility located on the BCOL line of railway for subsequent furtherance via CPR. Reload and/or Transload Facilities shall mean facilities other than production facilities, automotive or intermodal facilities, or team tracks where freight is transferred from one mode to another.

The rates, discounts and surcharges published in this Tariff may be applied by the shipper, or any party confirmed by the shipper as an agent acting on its behalf, as a proportional rate (Rule 11) or may be applied by CPR as CN's revenue requirement in constructing an interline through rate or as CN's charge for the haulage of railcars in the account of CPR to be interchanged with CN at North Vancouver, for furtherance to/from the interchange with CPR at Sapperton, BC.

Item 10 Local North Shore Vancouver Traffic

This Tariff does not apply to local North Vancouver traffic interchanged between CN and CPR.

Item 15 Liability

In the event that CPR opts to use a haulage structure, the following liability rules shall apply between CN and CPR.

1. The respective liability of CN and CPR for losses or damages to railcars or their content under a haulage arrangement shall be as follows:
 - a) If caused by an infrastructure defect or resulting from an error in the management or operation of the train, CN shall be responsible for losses and damages to the railcars and their content.
 - b) If caused by a defect of a railcar in the account of CPR, and supplied by CPR, another connecting carrier or the shipper, the responsibility for all losses and damages resulting therefrom shall be that of CPR.
 - c) If caused by a defect of a railcar in the account of CPR, but supplied by CN, the responsibility for all losses and damages resulting therefrom shall be that of CN.
 - d) If caused by a defect of a railcar in the account of CN, the responsibility for all losses and damages resulting therefrom shall be that of CN.
 - e) If the cause of the losses and damages cannot be identified, the losses and damages to the railcars and their content shall be shared between CN and CPR, in that proportion which the number of railcars in CN and CPR's account in the train containing such railcars shall bear to the total number of railcars in such train (excluding locomotives).
2. Notwithstanding the above, the parties agree that the liability of CPR vis-à-vis its shippers/consignees shall be governed by the *Railway Traffic Liability Regulations* or other applicable contractual arrangements.
3. In the event of a claim or lawsuit by a third party against either CN or CPR resulting from losses or damages occurring in the context of a haulage arrangement, each of CN and CPR shall indemnify each other on the basis of the principles described in no. 1 above.

Item 20**Car Hire**

Under a haulage arrangement, CN will keep the railcars into its account for car hire accounting purposes. Car hire rates for the various car types, generally negotiated from time to time, shall apply while CPR cars are on BCOL.

Item 25**Car Supply**

All rates in Items 1050000 to 1190000 have been constructed assuming that cars will be supplied by CN or in CN's account for car hire and car mileage charge purposes while the cars are on BCOL's lines of railway from or to the interchange in North Vancouver.

In order to ensure that interline traffic is not materially adversely affected through a curtailment by CN in the service level offered on interline traffic, CN shall not discriminate in its allocation and supply of cars amongst BCOL shippers by reason of such BCOL shippers shipping some or all of their volume through CPR in preference to CN. Discrimination shall be measured having regard to the type and numbers of cars made available to individual BCOL shippers.

In assessing whether discrimination has occurred as against a BCOL shipper shipping through CPR in preference to CN as aforesaid, the following factors shall, in respect of individual shippers, be considered: (i) the number of cars ordered; (ii) the number of cars committed by CN; (iii) the number of cars filled by CN; (iv) historical car requirements and shipment volumes of the BCOL shippers; and (v) the commercial policies and operational practices prevalent throughout CN's Canadian rail network, it being understood that CN shall have the burden to demonstrate these policies were prevalent before the alleged discrimination and were not designed or applied to discriminate against BCOL shippers shipping some or all of their volume through CPR in preference to CN.

Customers shall order all cars directly through CN but, to achieve the objective of minimizing car supply shortages, CN will perform a weekly review of its ability to meet customer car demands, through the advance order information of CN's Guaranteed Car Order Program. When car shortages are forecast through this weekly process, CN will allow CPR to provide cars, which CPR is not obligated to provide, to supplement the CN fleet. The supplemental cars from CPR will be accepted by CN at North Vancouver, for movement under the terms of this tariff. CN will accept supplemental cars from CPR and will be responsible for car hire, at rates as agreed from time to time between the parties; accessorial charges will be for the account of CN. CPR will supply CN with the necessary information for CN's car ordering process. The supplemental cars will be added to CN's general fleet for distribution to customers served by BCOL, and to be shipped to any destination territory or interchange carrier, using the normal CN car process, but CN will make best efforts to match customer orders to CPR destinations.

Any issue with regard to the fair allocation of cars shall be escalated by written notice to the attention of CN's General Manager of Car Fleet for resolution. Any dispute resulting from the failure to resolve these issues shall be submitted to commercial arbitration following the same process as described in Item 55 for service issues.

The CN Guaranteed Car Order Supply Program, pursuant to CN Tariff 9000, shall apply to all customers located on the BCOL territory with the exception of covered hopper cars for grain shipments. In addition to CN's Guaranteed Car Order Supply Program, subject to reaching agreement with individual customers, CN will reserve a level of cars based on minimum weekly historical customer requirements.

For grain shipments in covered hopper cars, customers located on the BCOL territory shall order cars directly through CN in accordance with the CN weekly Western Canada grain covered hopper car ordering procedures, or with the car ordering procedures specified in the applicable tariffs for CN Grain Train programs, as amended from time to time. CPR will not be required to supply any cars for grain shipments made under this tariff.

Item 30**Private Equipment Discount**

Rates for "private" shipper supplied cars, for which no car-hire or mileage charges are applied, will be discounted by \$225 per car.

Item 35**Dangerous Goods Surcharge**

A surcharge of \$650 per car will be applied to all dangerous goods shipments regulated under the Canadian Transportation of Dangerous Goods Regulations.

Item 40**Tariffs and Surcharges**

Except for accessorial charges as defined and levied by CN, pursuant to general tariffs series CN 9000, 6400, 6544 and 6580 and their successors, the charges set out hereunder shall be the only charges applicable to the movement of rail cars governed by this tariff.

Item 45**Currency and Billing**

Except as otherwise specified, all rates and charges in this Tariff are published in Canadian Funds.

Billing shall be accomplished on the basis of data contained in a billing form mutually agreed to between the parties and submitted electronically. Such billing form shall contain sufficient detail to permit computation of payments to be made hereunder. CPR shall pay CN through electronic fund transfers at the Office of the Treasurer, or at such other location as CN may from time to time designate, all the compensation and charges of every name and nature which by this agreement CPR is required to pay in lawful money of Canada within thirty (30) days after the rendition of bills therefore. For payments not received within 30 days, monthly interest will be charged based on CN credit terms with customers, subject to change from time to time.

Errors or disputed items in any bill shall not be deemed a valid excuse for delaying payment, but shall be paid subject to subsequent adjustment; provided, no exception to any bill shall be honored, recognized or considered if filed after the expiration of three (3) years from the last day of the calendar month during which the bill is rendered and no bill shall be rendered later than three (3) years (i) after the last day of the calendar month in which the expense covered thereby is incurred, or (ii) in the case of claims disputed as to amount or liability, after the amount is settled and/or the liability is established.

So much of the books, accounts, and records of each party hereto as are related to the subject matter of this agreement shall at all reasonable times be open to inspection by the authorized representatives and agents of the parties hereto. All books, accounts, and records shall be maintained to readily furnish full information for each item in accordance with any applicable laws and regulations.

Any issue resulting from the application of the currency and billing terms shall be escalated by written notice to the attention of CN's Marketing Director for Forest Products for resolution. Any dispute resulting from the failure to resolve the issue shall be submitted to binding commercial arbitration following the same process as described in Item 55 for service issues.

Item 50**Annual Adjustment of Rates, Discounts and Surcharges****Applicable Index**

The zone rates in Items 1050000 to 1190000 series will be adjusted annually, with the first adjustment to be made on July 1, 2005. The rates will be adjusted using the Rail Cost Adjustment Factor - Adjusted for productivity gains (the "RCAF-A Index"), published by the Association of American Railroads (AAR) in its Railroad Cost Indices Publication available on the AAR website. Subject to the provisions of this paragraph, indexation will be applied to the then applicable rates on each anniversary date of the closing of the transaction, based on the variance between the last quarterly available RCAF-A Index, versus the RCAF-A Index for the same quarter of the previous year. Indexation adjustments will be rounded to the nearest dollar. The resulting rates will then be in effect from that anniversary date until the next annual adjustment.

Index Floor

Notwithstanding the foregoing, regardless of the actual level of the RCAF-A Index for any given year, under no circumstances will the rates be adjusted at lower levels than the initial rates shown in items 1050000 to 1190000, which levels shall be deemed an absolute floor on rate reductions that are required under this paragraph, unless CN in its discretion voluntarily decides to reduce rates further, or agrees with a shipper or interline carrier to reduce rates further, or is compelled under law or by regulatory authority to reduce rates further. There shall be no ceiling on the amount of any rate increases that may result from the annual application of the RCAF-A Index under this paragraph. For example: For a \$100 rate at year 1, if the RCAF-A Index produces a 1% reduction for year 2 and 3, and a 1% increase for year 4, the rate will remain at \$100 (the floor level) for year 2 and 3, and will be adjusted to \$101 at year 4. Conversely, if RCAF-A Index produces a 1% increase for year 2 and 3, and a 1% reduction at year 4, the \$100 starting rate will be \$101 at year 2, \$102 at year 3 and \$101 at year 4.

Replacement Index

If this index is no longer published, CN shall apply such an annual indexation factor published in substitution for the RCAF-A Index, or, if no such indexation factor is published in substitution for the RCAF-A Index, any replacement index using a comparable productivity gain factor designated by CN acting reasonably.

The discount factor for private car supply in Item 30 will be adjusted annually, with the first adjustment to be made on July 1, 2005. This discount will be adjusted using the RCAF-A Index, or its replacement index, under the same conditions as for the zone rates as described above.

The surcharge for dangerous goods in Item 35 will be adjusted annually, with the first adjustment to be made on July 1, 2005. This surcharge will be adjusted by the year over year percentage increase or decrease in the Consumer Price Index – All Items as published by Statistics Canada in Table 1 of Catalog 62-001. For clarity, the arithmetical average of the last 12 months available will be divided by the arithmetical average of the previous 12 months period.

Item 55**Service****General Service Commitment**

CN will operate BCOL under CN's "scheduled railroad" philosophy, and the integration of both railroads' operations will allow the elimination of physical interchanges at North Vancouver and Prince George, and the elimination of intermediate handlings at Squamish. As a result, after a normal transition and integration period, CN commits that service performance for customers' traffic to and from the interchanges with other carriers at Vancouver will be better in terms of transit time and reliability, between customer release and the Vancouver interchange, as compared to the BCOL pre-transaction service levels for comparable traffic volumes.

CTA Oversight Period

CN will provide actual transit times, between customer release and interchange with CPR at Sapperton, to the Canadian Transportation Agency (CTA) and to CPR, on a monthly basis for a 5-year oversight period. These actual transit times will be averaged for each of the five rate zones. CN will also provide actual transit times to the CTA and to CPR for its own traffic. The CTA will retain jurisdiction to reinstate the oversight process if the actual service performance warrants such continued reporting, at the CTA's discretion.

Detailed Service Commitment

CN shall accept, handle, switch, transport and deliver all permitted CPR traffic moving over the BCOL Lines to/from North Vancouver without discrimination including, but not limited to, promptness, quality of service and efficiency, for both loaded and empty rail cars, that is comparable to the service level achieved by CN in favor of traffic moving in CN's account (excluding traffic moving in unit trains) and other carriers' account to/from Vancouver-area interchanges. Transit times will be measured from customer releases and eight (8) hours will be added to CN's transit times on its own traffic to North Vancouver to properly compare to the transit times for the CPR traffic that include the transfer between North Vancouver and the CPR interchange at Sapperton. This includes frequency of customer switching, car dwell times in yards, and train service frequency including train run through between North Vancouver and CN Thornton yard in Vancouver or direct interchange connection with CPR, once implemented through a progressive service implementation process on BCOL Lines. CN shall adopt no policies, including but not limited to demurrage and absorption of switching fees, that discriminate against CPR's traffic moving over the BCOL Lines.

The parties agree that all rail cars moving onto or from the BCOL Lines shall be moved and exchanged pursuant to the Interline Service Protocol in place between CN and CPR as mutually agreed to between the parties and subject to change from time to time.

CN shall cooperate with CPR to provide service on their traffic moving over the BCOL Lines that is as efficient and competitive as for CN's own traffic and for other carriers' traffic in the Vancouver corridor. All the CN, CPR and other carriers' traffic will be handled in train service as defined in CN's train service plan. CN will provide CPR with all updated Train Service Plans as they become available from time to time. After BCOL will be fully integrated to CN's operation, CN will report all transportation events on BCOL into its Transportation Systems (SRS system) that will allow both customers and CPR to follow the movement of this traffic while on BCOL.

CN shall pick up and deliver all the CPR and CN traffic released from or ordered to customers' sidings on the BCOL Lines with scheduled train and switcher service defined in the train service plan. Set off and lifts of the CPR traffic at the defined Interchange Locations will be handled and interchanged pursuant to the Interline Service Protocol.

CPR will benefit in all operational efficiencies gained in CN operations to and from customer sidings, as CN and CPR traffic will be handled in same train / switching service pursuant to the train service plan which may be changed from time to time to reflect the efficiencies in operations and traffic volumes.

CN will be operating and handling CPR's traffic according to the Interline Service Protocol and the Train Service Plan in effect. In the event of a service deficiency by CN or by CPR, the affected party shall provide written notice to the other party of the service deficiency who shall immediately work to correct such service deficiency. The party at fault will provide the other party with a written action plan identifying how it will correct such service deficiency within five (5) working days from receipt of written notice and with physical implementation within ten (10) working days from receipt of written notice. The parties may

mutually agree on longer time periods for providing the action plan or for the implementation schedule when appropriate. For example, implementation of solutions that would require substantial changes with crew scheduling would have to comply with a notice requirement as per labor agreements in place (currently 30 days).

Whenever CPR is of the view that CN is not performing comparable to the level of service achieved on CN's own traffic and other carriers' traffic to or from Vancouver, CPR will have the right to request that CN supply service performance information concerning the traffic originating or terminating on the BCOL Lines that is reasonably available, allowing the comparison of the service performance on the former BCOL for the CPR traffic, the CN traffic and the other carriers' traffic. CN shall provide this information within 30 days from a written request from CPR that describes the nature of the problem to be resolved.

Problem Escalation for Resolution and/or Arbitration

In the event that the parties have any disputes under this Item, such dispute shall be escalated by written notice to the area Superintendent for either party. In the event that such Superintendents are unable to resolve such dispute within five (5) working days from receipt of written notice, the dispute shall be escalated to the Vice-President of Operations of either party for a determination. In the event that such Vice-Presidents are unable to resolve the dispute within ten (10) days, either party shall be entitled to request that any matter, which is not finalized, be submitted to the arbitration of a single arbitrator. Customers can consult with CPR to initiate this problem escalation process.

Any request for arbitration shall be made by notice in writing from one party to the other party, and such notice shall describe the issue(s) to be arbitrated. In the event that the parties are unable to agree on the appointment of the arbitrator within five (5) days, one shall be appointed by the Canadian Transportation Agency. The provisions of the Commercial Arbitration Act of British Columbia shall apply to the arbitration, and the decision of the arbitrator shall be final and binding upon each of the parties. Regardless of the outcome of the arbitration, each party to the arbitration shall pay its own costs, fees and expenses of counsel, and the expenses of the arbitrator will be shared equally by the parties. Any arbitration shall be completed ninety (90) days from the date of the appointment of the arbitrator.

TARIFF ??????-AA



Participating Carriers
(Alphabetized By Standard Carrier Abbreviation)

The Following Carriers are Parties to this Tariff Under Powers of Attorney or Concurrences Issued to Assistant Comptroller, Canadian National Railway.

Abbreviation	Name of Carrier
CN	CANADIAN NATIONAL RAILWAY COMPANY



CANADIAN NATIONAL

TARIFF CN ??????-AA

**Effective July XX, 2004.
Expires with CN lease termination.**

**Item No: 105000-AA
Item Pages: 2**

Conditions Applicable Against All Traffic

Commodity(ies) : All Commodities.

STCC Number(s) :

Route(s) : CN 0: CN

Charge(s) : PER CAR

- Note(s) :
- Price applies in Canadian funds.
 - In addition, rates herein are subject to chargeable services, where incurred, and all other rules stipulated in Tariff CN 9000 series, Tariff CN 6400, 6544 and 6580 series, supplements thereto and reissues thereof as provided for in Item 40.
 - Rates apply to the load movement with no charge for the empty car movement.
 - These rates are applicable to all traffic, except as specified in this Tariff, destined to, or originating from, all current and future rail shipping facilities located on BCOL, including any future extensions or modifications, for furtherance via CPR.
 - These rates do not apply to traffic originating from facilities located on and served by a CN line of railway and being shipped by motor vehicle to a reload facility located on BCOL for subsequent furtherance via CPR. Reload and/or Transload Facilities shall mean facilities other than production facilities, automotive or intermodal facilities, or team tracks where freight is transferred from one mode to another. Rates are not applicable to dimensional loads, articulated cars or to other traffic that requires special handling.
 - A surcharge of \$650 will be applied to all Dangerous Goods shipments regulated under the Canadian Transportation of Dangerous Goods Regulations (commodities with STCC code series 4800000 and 4900000).
 - A discount of \$225 will be applied to shipper privately owned equipment and for which no car-hire or mileage charges are applicable.
 - The rates will be adjusted annually, with the first adjustment to be made on July 1, 2005, based on the variance between the last quarterly available RCAF-A Index versus the RCAF-A Index for the same quarter of the previous year. Indexation adjustments will be rounded to the nearest dollar. At no time will the rates be adjusted to amounts lower than the initial rates shown in item 1050000. For example: For a \$100 rate at year 1, if the RCAF-A Index produces a 1% reduction for year 2 and 3, and a 1% increase for year 4, the rate will remain at \$100 (the floor level) for year 2 and 3, and will be adjusted to \$101 at year 4. Conversely, if RCAF-A Index produces a 1% increase for year 2 and 3, and a 1% reduction at year 4, the \$100 starting rate will be \$101 at year 2, \$102 at year 3 and \$101 at year 4.
 - The discount factor for private car supply in Item 1050000 will be adjusted annually, with the first adjustment to be made on July 1, 2005. This discount will be adjusted by the year over year percentage increase or decrease in the RCAF - A Index calculated as per the previous note.
 - The surcharge for dangerous goods in Item 1050000 will be adjusted annually, with the first adjustment to be made on July 1, 2005. This surcharge will be adjusted by the year over year percentage increase or decrease in the Consumer Price Index - All Items as published by Statistics Canada in Table 1 of Catalog 62-001. For clarity, the arithmetical average of the last 12 months available will be divided by the arithmetical average of the previous 12 months period.
 - If future industry innovations allow car loadings in excess of 120 tons per car, CN will then publish a new weight category for cars with net weight over 120 tons by extrapolating from the rates in place for the lower weight categories.

Definitions

- A - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 66 TONS.
- B - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 85 TONS.
- C - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 105 TONS.
- D - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 120 TONS.

Origin	Destination	A	B	C	D
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CANADIAN NATIONAL

TARIFF CN ??????-AA

Effective July XX, 2004.
Expires with CN lease termination.

Item No: 105000-AA
Item Pages: 2

Origin	Destination	A	B	C	D
BC BIRKEN	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815
BC BRITANNIA	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815
BC BRUNSWICK	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815
BC CHEAKAMUS	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815
BC CREEKSIDE	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815
BC DARCY	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815
BC GARIBALDI	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815
BC GATES	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815
BC HORSESHOE BAY	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815
BC MARNE	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815
BC MONS	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815
BC MOUNT CURRIE	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815
BC PEMBERTON	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815
BC PORTEAU	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815
BC RETASKIT	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815
BC SEATON	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815
BC SHALALTH	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815
BC SPETCH	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815
BC SQUAMISH	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815
BC SQUAMISH DCK	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815
BC TISDALL	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815
BC WEDGE	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815
BC WHISTLER	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815



CANADIAN NATIONAL

TARIFF CN ??????-AA

Effective July XX, 2004.
Expires with CN lease termination.

Item No: 106000-AA
Item Pages: 2

Conditions Applicable Against All Traffic

Commodity(ies) : All Commodities.

STCC Number(s) :

Route(s) : CN 0: CN

Charge(s) : PER CAR

- Note(s) :
- Price applies in Canadian funds.
 - In addition, rates herein are subject to chargeable services, where incurred, and all other rules stipulated in Tariff CN 9000 series, Tariff CN 6400, 6544 and 6580 series, supplements thereto and reissues thereof as provided for in Item 40.
 - Rates apply to the load movement with no charge for the empty car movement.
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 - A discount of \$225 will be applied to shipper privately owned equipment and for which no car-hire or mileage charges are applicable.
 - The rates will be adjusted annually, with the first adjustment to be made on July 1, 2005, based on the variance between the last quarterly available RCAF-A Index versus the RCAF-A Index for the same quarter of the previous year. Indexation adjustments will be rounded to the nearest dollar. At no time will the rates be adjusted to amounts lower than the initial rates shown in item 1050000. For example: For a \$100 rate at year 1, if the RCAF-A Index produces a 1% reduction for year 2 and 3, and a 1% increase for year 4, the rate will remain at \$100 (the floor level) for year 2 and 3, and will be adjusted to \$101 at year 4. Conversely, if RCAF-A Index produces a 1% increase for year 2 and 3, and a 1% reduction at year 4, the \$100 starting rate will be \$101 at year 2, \$102 at year 3 and \$101 at year 4.
 - The discount factor for private car supply in Item 1050000 will be adjusted annually, with the first adjustment to be made on July 1, 2005. This discount will be adjusted by the year over year percentage increase or decrease in the RCAF – A Index calculated as per the previous note.
 - The surcharge for dangerous goods in Item 1050000 will be adjusted annually, with the first adjustment to be made on July 1, 2005. This surcharge will be adjusted by the year over year percentage increase or decrease in the Consumer Price Index – All Items as published by Statistics Canada in Table 1 of Catalog 62-001. For clarity, the arithmetical average of the last 12 months available will be divided by the arithmetical average of the previous 12 months period.
 - If future industry innovations allow car loadings in excess of 120 tons per car, CN will then publish a new weight category for cars with net weight over 120 tons by extrapolating from the rates in place for the lower weight categories.

Definitions

- A - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 66 TONS.
- B - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 85 TONS.
- C - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 105 TONS.
- D - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 120 TONS.

Origin	Destination	A	B	C	D
BC CANIM	BC NORTH VANCOUVER	\$ 1,227	\$ 1,504	\$ 1,722	\$ 1,905



CANADIAN NATIONAL

TARIFF CN ??????-AA

Effective July XX, 2004.
Expires with CN lease termination.

Item No: 1060000-AA
Item Pages: 2

Origin	Destination	A	B	C	D
BC CHASM	BC NORTH VANCOUVER	\$ 1,227	\$ 1,504	\$ 1,722	\$ 1,905
BC CLINTON	BC NORTH VANCOUVER	\$ 1,227	\$ 1,504	\$ 1,722	\$ 1,905
BC ENTERPRISE	BC NORTH VANCOUVER	\$ 1,227	\$ 1,504	\$ 1,722	\$ 1,905
BC EXETER	BC NORTH VANCOUVER	\$ 1,227	\$ 1,504	\$ 1,722	\$ 1,905
BC FLYING U	BC NORTH VANCOUVER	\$ 1,227	\$ 1,504	\$ 1,722	\$ 1,905
BC FOUNTAIN	BC NORTH VANCOUVER	\$ 1,227	\$ 1,504	\$ 1,722	\$ 1,905
BC GLENFRASER	BC NORTH VANCOUVER	\$ 1,227	\$ 1,504	\$ 1,722	\$ 1,905
BC GRAHAM	BC NORTH VANCOUVER	\$ 1,227	\$ 1,504	\$ 1,722	\$ 1,905
BC KELLY LAKE	BC NORTH VANCOUVER	\$ 1,227	\$ 1,504	\$ 1,722	\$ 1,905
BC KOSTER	BC NORTH VANCOUVER	\$ 1,227	\$ 1,504	\$ 1,722	\$ 1,905
BC LAC LA HACHE	BC NORTH VANCOUVER	\$ 1,227	\$ 1,504	\$ 1,722	\$ 1,905
BC LILLOOET	BC NORTH VANCOUVER	\$ 1,227	\$ 1,504	\$ 1,722	\$ 1,905
BC LIME	BC NORTH VANCOUVER	\$ 1,227	\$ 1,504	\$ 1,722	\$ 1,905
BC LONE BUTTE	BC NORTH VANCOUVER	\$ 1,227	\$ 1,504	\$ 1,722	\$ 1,905
BC MORAN	BC NORTH VANCOUVER	\$ 1,227	\$ 1,504	\$ 1,722	\$ 1,905
BC ONWARD	BC NORTH VANCOUVER	\$ 1,227	\$ 1,504	\$ 1,722	\$ 1,905
BC PAVILION	BC NORTH VANCOUVER	\$ 1,227	\$ 1,504	\$ 1,722	\$ 1,905
BC POTTER	BC NORTH VANCOUVER	\$ 1,227	\$ 1,504	\$ 1,722	\$ 1,905
BC TATTON	BC NORTH VANCOUVER	\$ 1,227	\$ 1,504	\$ 1,722	\$ 1,905
BC WILLIAMS LAKE	BC NORTH VANCOUVER	\$ 1,227	\$ 1,504	\$ 1,722	\$ 1,905
BC WRIGHT	BC NORTH VANCOUVER	\$ 1,227	\$ 1,504	\$ 1,722	\$ 1,905



CANADIAN NATIONAL

TARIFF CN ??????-AA

Effective July XX, 2004.
Expires with CN lease termination.

Item No: 1070000-AA
Item Pages: 2

Conditions Applicable Against All Traffic

Commodity(ies) : All Commodities.

STCC Number(s) :

Route(s) : CN 0: CN

Charge(s) : PER CAR

- Note(s) :
- Price applies in Canadian funds.
 - In addition, rates herein are subject to chargeable services, where incurred, and all other rules stipulated in Tariff CN 9000 series, Tariff CN 6400, 6544 and 6580 series, supplements thereto and reissues thereof as provided for in Item 40.
 - Rates apply to the load movement with no charge for the empty car movement.
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 - These rates do not apply to traffic originating from facilities located on and served by a CN line of railway and being shipped by motor vehicle to a reload facility located on BCOL for subsequent furtherance via CPR. Reload and/or Transload Facilities shall mean facilities other than production facilities, automotive or intermodal facilities, or team tracks where freight is transferred from one mode to another. Rates are not applicable to dimensional loads, articulated cars or to other traffic that requires special handling.
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 - The surcharge for dangerous goods in Item 1050000 will be adjusted annually, with the first adjustment to be made on July 1, 2005. This surcharge will be adjusted by the year over year percentage increase or decrease in the Consumer Price Index – All Items as published by Statistics Canada in Table 1 of Catalog 62-001. For clarity, the arithmetical average of the last 12 months available will be divided by the arithmetical average of the previous 12 months period.
 - If future industry innovations allow car loadings in excess of 120 tons per car, CN will then publish a new weight category for cars with net weight over 120 tons by extrapolating from the rates in place for the lower weight categories.
 - (2) Applies only from rail facilities at Prince George located on BCOL.

Definitions

- A - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 66 TONS.
- B - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 85 TONS.
- C - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 105 TONS.
- D - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 120 TONS.

Origin	Destination	A	B	C	D
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CANADIAN NATIONAL

TARIFF CN ??????-AA

Effective July XX, 2004.
Expires with CN lease termination.

Item No: 107000-AA
Item Pages: 2

Origin	Destination	A	B	C	D
BC ALEXANDRIA	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC AUSTRALIAN	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC BARLOW	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC BARNEY	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC BRIDGE	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC COLEBANK	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC COTWOOD	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC CRYSDALE	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC DRAGON	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC DUNKLEY	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC FRASERVIEW	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC GIBRALTER	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC GREENING	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC HIXON	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC KERSLEY	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC KILLY	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC MACALISTER	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC MACKIN	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC MCEWAN	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC ODELL	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC PRINCE GEORGE (2)	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC PRINCE GEORGE JCT	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC QUAW	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC QUESNEL	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC REDROCK	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC SALMON VALLEY	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC SODA CREEK	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC STONER	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC TABOR	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC WALKER	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC WESTPLY	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026



CANADIAN NATIONAL

TARIFF CN ??????-AA

Effective July XX, 2004.
Expires with CN lease termination.

Item No: 108000-AA
Item Pages: 2

Conditions Applicable Against All Traffic

Commodity(ies) : All Commodities.

STCC Number(s) :

Route(s) : CN 0: CN

Charge(s) : PER CAR

- Note(s) :
- Price applies in Canadian funds.
 - In addition, rates herein are subject to chargeable services, where incurred, and all other rules stipulated in Tariff CN 9000 series, Tariff CN 6400, 6544 and 6580 series, supplements thereto and reissues thereof as provided for in Item 40.
 - Rates apply to the load movement with no charge for the empty car movement.
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 - These rates do not apply to traffic originating from facilities located on and served by a CN line of railway and being shipped by motor vehicle to a reload facility located on BCOL for subsequent furtherance via CPR. Reload and/or Transload Facilities shall mean facilities other than production facilities, automotive or intermodal facilities, or team tracks where freight is transferred from one mode to another. Rates are not applicable to dimensional loads, articulated cars or to other traffic that requires special handling.
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 - A discount of \$225 will be applied to shipper privately owned equipment and for which no car-hire or mileage charges are applicable.
 - The rates will be adjusted annually, with the first adjustment to be made on July 1, 2005, based on the variance between the last quarterly available RCAF-A Index versus the RCAF-A Index for the same quarter of the previous year. Indexation adjustments will be rounded to the nearest dollar. At no time will the rates be adjusted to amounts lower than the initial rates shown in item 1050000. For example: For a \$100 rate at year 1, if the RCAF-A Index produces a 1% reduction for year 2 and 3, and a 1% increase for year 4, the rate will remain at \$100 (the floor level) for year 2 and 3, and will be adjusted to \$101 at year 4. Conversely, if RCAF-A Index produces a 1% increase for year 2 and 3, and a 1% reduction at year 4, the \$100 starting rate will be \$101 at year 2, \$102 at year 3 and \$101 at year 4.
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 - The surcharge for dangerous goods in Item 1050000 will be adjusted annually, with the first adjustment to be made on July 1, 2005. This surcharge will be adjusted by the year over year percentage increase or decrease in the Consumer Price Index - All Items as published by Statistics Canada in Table 1 of Catalog 62-001. For clarity, the arithmetical average of the last 12 months available will be divided by the arithmetical average of the previous 12 months period.
 - If future industry innovations allow car loadings in excess of 120 tons per car, CN will then publish a new weight category for cars with net weight over 120 tons by extrapolating from the rates in place for the lower weight categories.
 - (2) Applies only to customer facilities at Dawson Creek located on BCOL.
 - (3) Line infrastructure not graded for 286,000.

Definitions

- A - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 66 TONS.
- B - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 85 TONS.
- C - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 105 TONS.
- D - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 120 TONS.



CANADIAN NATIONAL

TARIFF CN ??????-AA

Effective July XX, 2004.
Expires with CN lease termination.

Item No: 108000-AA
Item Pages: 2

Origin	Destination	A	B	C	D
BC AZOUZETTA	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC BALDONNEL	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC BLUFF	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC BOND	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC BULKLEY HOUSE	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC CARP	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC CASWELL	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC CHETWYND	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC CONNELLY	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC DAWSON CREEK (2)	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC DOKIE	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC DRIFTWOOD	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC FALLS	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC FOSS	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC FT ST JAMES	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC FT ST JOHN	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC GARBITT	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC GROUNDBIRCH	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC HODDA	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC HULCROSS	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC KENNEDY	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC KISKATINAW	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC LEMORAY	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC LEO CREEK	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC LIERSCH	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC LOVELL	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC MACKENZIE	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC MCINTYRE	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC MERTON	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC MINARET	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC MOSQUE	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NATION	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC PERRY	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC PINESUL	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC PROGRESS	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC SEPTIMUS	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC SLOANE	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC SUNDANCE	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC TACHEEDA	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC TACHIE	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC TAKLA	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC TAYLOR	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC TEKO	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC TETANA	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC TREMBLAY	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC TREMBLEUR	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC URQUHART	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC WABI	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC WAKELY	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC WORTH	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A



CANADIAN NATIONAL

TARIFF CN ??????-AA

Effective July XX, 2004.
Expires with CN lease termination.

Item No: 1090000-AA
Item Pages: 2

Conditions Applicable Against All Traffic

Commodity(ies) : All Commodities.

STCC Number(s) :

Route(s) : CN 0: CN

Charge(s) : PER CAR

- Note(s) :
- Price applies in Canadian funds.
 - In addition, rates herein are subject to chargeable services, where incurred, and all other rules stipulated in Tariff CN 9000 series, Tariff CN 6400, 6544 and 6580 series, supplements thereto and reissues thereof as provided for in Item 40.
 - Rates apply to the load movement with no charge for the empty car movement.
 - These rates are applicable to all traffic, except as specified in this Tariff, destined to, or originating from, all current and future rail shipping facilities located on BCOL, including any future extensions or modifications, for furtherance via CPR.
 - These rates do not apply to traffic originating from facilities located on and served by a CN line of railway and being shipped by motor vehicle to a reload facility located on BCOL for subsequent furtherance via CPR. Reload and/or Transload Facilities shall mean facilities other than production facilities, automotive or intermodal facilities, or team tracks where freight is transferred from one mode to another. Rates are not applicable to dimensional loads, articulated cars or to other traffic that requires special handling.
 - A surcharge of \$650 will be applied to all Dangerous Goods shipments regulated under the Canadian Transportation of Dangerous Goods Regulations (commodities with STCC code series 4800000 and 4900000).
 - A discount of \$225 will be applied to shipper privately owned equipment and for which no car-hire or mileage charges are applicable.
 - The rates will be adjusted annually, with the first adjustment to be made on July 1, 2005, based on the variance between the last quarterly available RCAF-A Index versus the RCAF-A Index for the same quarter of the previous year. Indexation adjustments will be rounded to the nearest dollar. At no time will the rates be adjusted to amounts lower than the initial rates shown in item 1050000. For example: For a \$100 rate at year 1, if the RCAF-A Index produces a 1% reduction for year 2 and 3, and a 1% increase for year 4, the rate will remain at \$100 (the floor level) for year 2 and 3, and will be adjusted to \$101 at year 4. Conversely, if RCAF-A Index produces a 1% increase for year 2 and 3, and a 1% reduction at year 4, the \$100 starting rate will be \$101 at year 2, \$102 at year 3 and \$101 at year 4.
 - The discount factor for private car supply in Item 1050000 will be adjusted annually, with the first adjustment to be made on July 1, 2005. This discount will be adjusted by the year over year percentage increase or decrease in the RCAF - A Index calculated as per the previous note.
 - The surcharge for dangerous goods in Item 1050000 will be adjusted annually, with the first adjustment to be made on July 1, 2005. This surcharge will be adjusted by the year over year percentage increase or decrease in the Consumer Price Index - All Items as published by Statistics Canada in Table 1 of Catalog 62-001. For clarity, the arithmetical average of the last 12 months available will be divided by the arithmetical average of the previous 12 months period.
 - If future industry innovations allow car loadings in excess of 120 tons per car, CN will then publish a new weight category for cars with net weight over 120 tons by extrapolating from the rates in place for the lower weight categories.
 - (3) Line infrastructure not graded for 286,000 lbs between Chetwynd, BC and Fort Nelson, BC.

Definitions

- A - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 66 TONS.
- B - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 85 TONS.
- C - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 105 TONS.
- D - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 120 TONS.

Origin	Destination	A	B	C	D
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CANADIAN NATIONAL

TARIFF CN ??????-AA

Effective July XX, 2004.
Expires with CN lease termination.

Item No: 109000-AA
Item Pages: 2

Origin	Destination	A	B	C	D
BC BEATTON	BC NORTH VANCOUVER	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC BLUE HILLS	BC NORTH VANCOUVER	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC BUICK	BC NORTH VANCOUVER	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC EKWAN	BC NORTH VANCOUVER	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC ELLEH	BC NORTH VANCOUVER	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC FONTAS	BC NORTH VANCOUVER	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC FT NELSON	BC NORTH VANCOUVER	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC GUTAH	BC NORTH VANCOUVER	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC KLUA	BC NORTH VANCOUVER	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC MURDALE	BC NORTH VANCOUVER	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC NEEDLEY	BC NORTH VANCOUVER	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC NITEAL	BC NORTH VANCOUVER	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC SIKANNI	BC NORTH VANCOUVER	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC SILVER LAKE	BC NORTH VANCOUVER	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC TAMARACK	BC NORTH VANCOUVER	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC ZEKE	BC NORTH VANCOUVER	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A



CANADIAN NATIONAL

TARIFF CN ??????-AA

Effective July XX, 2004.
Expires with CN lease termination.

Item No: 1150000-AA
Item Pages: 2

Conditions Applicable Against All Traffic

Commodity(ies) : All Commodities.

STCC Number(s) :

Route(s) : CN 0: CN

Charge(s) : PER CAR

- Note(s) :
- Price applies in Canadian funds.
 - In addition, rates herein are subject to chargeable services, where incurred, and all other rules stipulated in Tariff CN 9000 series, Tariff CN 6400, 6544 and 6580 series, supplements thereto and reissues thereof as provided for in Item 40.
 - Rates apply to the load movement with no charge for the empty car movement.
 - These rates are applicable to all traffic, except as specified in this Tariff, destined to, or originating from, all current and future rail shipping facilities located on BCOL, including any future extensions or modifications, for furtherance via CPR.
 - These rates do not apply to traffic originating from facilities located on and served by a CN line of railway and being shipped by motor vehicle to a reload facility located on BCOL for subsequent furtherance via CPR. Reload and/or Transload Facilities shall mean facilities other than production facilities, automotive or intermodal facilities, or team tracks where freight is transferred from one mode to another. Rates are not applicable to dimensional loads, articulated cars or to other traffic that requires special handling.
 - A surcharge of \$650 will be applied to all Dangerous Goods shipments regulated under the Canadian Transportation of Dangerous Goods Regulations (commodities with STCC code series 4800000 and 4900000).
 - A discount of \$225 will be applied to shipper privately owned equipment and for which no car-hire or mileage charges are applicable.
 - The rates will be adjusted annually, with the first adjustment to be made on July 1, 2005, based on the variance between the last quarterly available RCAF-A Index versus the RCAF-A Index for the same quarter of the previous year. Indexation adjustments will be rounded to the nearest dollar. At no time will the rates be adjusted to amounts lower than the initial rates shown in item 1050000. For example: For a \$100 rate at year 1, if the RCAF-A Index produces a 1% reduction for year 2 and 3, and a 1% increase for year 4, the rate will remain at \$100 (the floor level) for year 2 and 3, and will be adjusted to \$101 at year 4. Conversely, if RCAF-A Index produces a 1% increase for year 2 and 3, and a 1% reduction at year 4, the \$100 starting rate will be \$101 at year 2, \$102 at year 3 and \$101 at year 4.
 - The discount factor for private car supply in Item 1050000 will be adjusted annually, with the first adjustment to be made on July 1, 2005. This discount will be adjusted by the year over year percentage increase or decrease in the RCAF - A Index calculated as per the previous note.
 - The surcharge for dangerous goods in Item 1050000 will be adjusted annually, with the first adjustment to be made on July 1, 2005. This surcharge will be adjusted by the year over year percentage increase or decrease in the Consumer Price Index - All Items as published by Statistics Canada in Table 1 of Catalog 62-001. For clarity, the arithmetical average of the last 12 months available will be divided by the arithmetical average of the previous 12 months period.
 - If future industry innovations allow car loadings in excess of 120 tons per car, CN will then publish a new weight category for cars with net weight over 120 tons by extrapolating from the rates in place for the lower weight categories.

Definitions

- A - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 66 TONS.
- B - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 85 TONS.
- C - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 105 TONS.
- D - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 120 TONS.

Origin	Destination	A	B	C	D
BC NORTH VANCOUVER	BC BIRKEN	\$ 693	\$ 717	\$ 766	\$ 815



CANADIAN NATIONAL

TARIFF CN ??????-AA

Effective July XX, 2004.
Expires with CN lease termination.

Item No: 115000-AA
Item Pages: 2

Origin	Destination	A	B	C	D
BC NORTH VANCOUVER	BC BRITANNIA	\$ 693	\$ 717	\$ 766	\$ 815
BC NORTH VANCOUVER	BC BRUNSWICK	\$ 693	\$ 717	\$ 766	\$ 815
BC NORTH VANCOUVER	BC CHEAKAMUS	\$ 693	\$ 717	\$ 766	\$ 815
BC NORTH VANCOUVER	BC CREEKSIDE	\$ 693	\$ 717	\$ 766	\$ 815
BC NORTH VANCOUVER	BC DARCY	\$ 693	\$ 717	\$ 766	\$ 815
BC NORTH VANCOUVER	BC GARIBALDI	\$ 693	\$ 717	\$ 766	\$ 815
BC NORTH VANCOUVER	BC GATES	\$ 693	\$ 717	\$ 766	\$ 815
BC NORTH VANCOUVER	BC HORSESHOE BAY	\$ 693	\$ 717	\$ 766	\$ 815
BC NORTH VANCOUVER	BC MARNE	\$ 693	\$ 717	\$ 766	\$ 815
BC NORTH VANCOUVER	BC MONS	\$ 693	\$ 717	\$ 766	\$ 815
BC NORTH VANCOUVER	BC MOUNT CURRIE	\$ 693	\$ 717	\$ 766	\$ 815
BC NORTH VANCOUVER	BC PEMBERTON	\$ 693	\$ 717	\$ 766	\$ 815
BC NORTH VANCOUVER	BC PORTEAU	\$ 693	\$ 717	\$ 766	\$ 815
BC NORTH VANCOUVER	BC RETASKIT	\$ 693	\$ 717	\$ 766	\$ 815
BC NORTH VANCOUVER	BC SEATON	\$ 693	\$ 717	\$ 766	\$ 815
BC NORTH VANCOUVER	BC SHALALTH	\$ 693	\$ 717	\$ 766	\$ 815
BC NORTH VANCOUVER	BC SPETCH	\$ 693	\$ 717	\$ 766	\$ 815
BC NORTH VANCOUVER	BC SQUAMISH	\$ 693	\$ 717	\$ 766	\$ 815
BC NORTH VANCOUVER	BC SQUAMISH DCK	\$ 693	\$ 717	\$ 766	\$ 815
BC NORTH VANCOUVER	BC TISDALL	\$ 693	\$ 717	\$ 766	\$ 815
BC NORTH VANCOUVER	BC WEDGE	\$ 693	\$ 717	\$ 766	\$ 815
BC NORTH VANCOUVER	BC WHISTLER	\$ 693	\$ 717	\$ 766	\$ 815



CANADIAN NATIONAL

TARIFF CN ??????-AA

Effective July XX, 2004.
Expires with CN lease termination.

Item No: 116000-AA
Item Pages: 2

Conditions Applicable Against All Traffic

Commodity(ies) : All Commodities.

STCC Number(s) :

Route(s) : CN 0: CN

Charge(s) : PER CAR

- Note(s) :
- Price applies in Canadian funds.
 - In addition, rates herein are subject to chargeable services, where incurred, and all other rules stipulated in Tariff CN 9000 series, Tariff CN 6400, 6544 and 6580 series, supplements thereto and reissues thereof as provided for in Item 40.
 - Rates apply to the load movement with no charge for the empty car movement.
 - These rates are applicable to all traffic, except as specified in this Tariff, destined to, or originating from, all current and future rail shipping facilities located on BCOL, including any future extensions or modifications, for furtherance via CPR.
 - These rates do not apply to traffic originating from facilities located on and served by a CN line of railway and being shipped by motor vehicle to a reload facility located on BCOL for subsequent furtherance via CPR. Reload and/or Transload Facilities shall mean facilities other than production facilities, automotive or intermodal facilities, or team tracks where freight is transferred from one mode to another. Rates are not applicable to dimensional loads, articulated cars or to other traffic that requires special handling.
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 - The rates will be adjusted annually, with the first adjustment to be made on July 1, 2005, based on the variance between the last quarterly available RCAF-A Index versus the RCAF-A Index for the same quarter of the previous year. Indexation adjustments will be rounded to the nearest dollar. At no time will the rates be adjusted to amounts lower than the initial rates shown in item 1050000. For example: For a \$100 rate at year 1, if the RCAF-A Index produces a 1% reduction for year 2 and 3, and a 1% increase for year 4, the rate will remain at \$100 (the floor level) for year 2 and 3, and will be adjusted to \$101 at year 4. Conversely, if RCAF-A Index produces a 1% increase for year 2 and 3, and a 1% reduction at year 4, the \$100 starting rate will be \$101 at year 2, \$102 at year 3 and \$101 at year 4.
 - The discount factor for private car supply in Item 1050000 will be adjusted annually, with the first adjustment to be made on July 1, 2005. This discount will be adjusted by the year over year percentage increase or decrease in the RCAF - A Index calculated as per the previous note.
 - The surcharge for dangerous goods in Item 1050000 will be adjusted annually, with the first adjustment to be made on July 1, 2005. This surcharge will be adjusted by the year over year percentage increase or decrease in the Consumer Price Index - All Items as published by Statistics Canada in Table 1 of Catalog 62-001. For clarity, the arithmetical average of the last 12 months available will be divided by the arithmetical average of the previous 12 months period.
 - If future industry innovations allow car loadings in excess of 120 tons per car, CN will then publish a new weight category for cars with net weight over 120 tons by extrapolating from the rates in place for the lower weight categories.

Definitions

- A - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 66 TONS.
- B - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 85 TONS.
- C - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 105 TONS.
- D - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 120 TONS.

Origin	Destination	A	B	C	D
BC NORTH VANCOUVER	BC CANIM	\$ 1,227	\$ 1,504	\$ 1,722	\$ 1,905



CANADIAN NATIONAL

TARIFF CN ??????-AA

Effective July XX, 2004.
Expires with CN lease termination.

Item No: 116000-AA
Item Pages: 2

Origin	Destination	A	B	C	D
BC NORTH VANCOUVER	BC CHASM	\$ 1,227	\$ 1,504	\$ 1,722	\$ 1,905
BC NORTH VANCOUVER	BC CLINTON	\$ 1,227	\$ 1,504	\$ 1,722	\$ 1,905
BC NORTH VANCOUVER	BC ENTERPRISE	\$ 1,227	\$ 1,504	\$ 1,722	\$ 1,905
BC NORTH VANCOUVER	BC EXETER	\$ 1,227	\$ 1,504	\$ 1,722	\$ 1,905
BC NORTH VANCOUVER	BC FLYING U	\$ 1,227	\$ 1,504	\$ 1,722	\$ 1,905
BC NORTH VANCOUVER	BC FOUNTAIN	\$ 1,227	\$ 1,504	\$ 1,722	\$ 1,905
BC NORTH VANCOUVER	BC GLENFRASER	\$ 1,227	\$ 1,504	\$ 1,722	\$ 1,905
BC NORTH VANCOUVER	BC GRAHAM	\$ 1,227	\$ 1,504	\$ 1,722	\$ 1,905
BC NORTH VANCOUVER	BC KELLY LAKE	\$ 1,227	\$ 1,504	\$ 1,722	\$ 1,905
BC NORTH VANCOUVER	BC KOSTER	\$ 1,227	\$ 1,504	\$ 1,722	\$ 1,905
BC NORTH VANCOUVER	BC LAC LA HACHE	\$ 1,227	\$ 1,504	\$ 1,722	\$ 1,905
BC NORTH VANCOUVER	BC LILLOOET	\$ 1,227	\$ 1,504	\$ 1,722	\$ 1,905
BC NORTH VANCOUVER	BC LIME	\$ 1,227	\$ 1,504	\$ 1,722	\$ 1,905
BC NORTH VANCOUVER	BC LONE BUTTE	\$ 1,227	\$ 1,504	\$ 1,722	\$ 1,905
BC NORTH VANCOUVER	BC MORAN	\$ 1,227	\$ 1,504	\$ 1,722	\$ 1,905
BC NORTH VANCOUVER	BC ONWARD	\$ 1,227	\$ 1,504	\$ 1,722	\$ 1,905
BC NORTH VANCOUVER	BC PAVILION	\$ 1,227	\$ 1,504	\$ 1,722	\$ 1,905
BC NORTH VANCOUVER	BC POTTER	\$ 1,227	\$ 1,504	\$ 1,722	\$ 1,905
BC NORTH VANCOUVER	BC TATTON	\$ 1,227	\$ 1,504	\$ 1,722	\$ 1,905
BC NORTH VANCOUVER	BC WILLIAMS LAKE	\$ 1,227	\$ 1,504	\$ 1,722	\$ 1,905
BC NORTH VANCOUVER	BC WRIGHT	\$ 1,227	\$ 1,504	\$ 1,722	\$ 1,905



CANADIAN NATIONAL

TARIFF CN ??????-AA

Effective July XX, 2004.
Expires with CN lease termination.

Item No: 117000-AA
Item Pages: 2

Conditions Applicable Against All Traffic

Commodity(ies) : All Commodities.

STCC Number(s) :

Route(s) : CN 0: CN

Charge(s) : PER CAR

- Note(s) :
- Price applies in Canadian funds.
 - In addition, rates herein are subject to chargeable services, where incurred, and all other rules stipulated in Tariff CN 9000 series, Tariff CN 6400, 6544 and 6580 series, supplements thereto and reissues thereof as provided for in Item 40.
 - Rates apply to the load movement with no charge for the empty car movement.
 - These rates are applicable to all traffic, except as specified in this Tariff, destined to, or originating from, all current and future rail shipping facilities located on BCOL, including any future extensions or modifications, for furtherance via CPR.
 - These rates do not apply to traffic originating from facilities located on and served by a CN line of railway and being shipped by motor vehicle to a reload facility located on BCOL for subsequent furtherance via CPR. Reload and/or Transload Facilities shall mean facilities other than production facilities, automotive or intermodal facilities, or team tracks where freight is transferred from one mode to another. Rates are not applicable to dimensional loads, articulated cars or to other traffic that requires special handling.
 - A surcharge of \$650 will be applied to all Dangerous Goods shipments regulated under the Canadian Transportation of Dangerous Goods Regulations (commodities with STCC code series 4800000 and 4900000).
 - A discount of \$225 will be applied to shipper privately owned equipment and for which no car-hire or mileage charges are applicable.
 - The rates will be adjusted annually, with the first adjustment to be made on July 1, 2005, based on the variance between the last quarterly available RCAF-A Index versus the RCAF-A Index for the same quarter of the previous year. Indexation adjustments will be rounded to the nearest dollar. At no time will the rates be adjusted to amounts lower than the initial rates shown in item 1050000. For example: For a \$100 rate at year 1, if the RCAF-A Index produces a 1% reduction for year 2 and 3, and a 1% increase for year 4, the rate will remain at \$100 (the floor level) for year 2 and 3, and will be adjusted to \$101 at year 4. Conversely, if RCAF-A Index produces a 1% increase for year 2 and 3, and a 1% reduction at year 4, the \$100 starting rate will be \$101 at year 2, \$102 at year 3 and \$101 at year 4.
 - The discount factor for private car supply in Item 1050000 will be adjusted annually, with the first adjustment to be made on July 1, 2005. This discount will be adjusted by the year over year percentage increase or decrease in the RCAF - A Index calculated as per the previous note.
 - The surcharge for dangerous goods in Item 1050000 will be adjusted annually, with the first adjustment to be made on July 1, 2005. This surcharge will be adjusted by the year over year percentage increase or decrease in the Consumer Price Index - All Items as published by Statistics Canada in Table 1 of Catalog 62-001. For clarity, the arithmetical average of the last 12 months available will be divided by the arithmetical average of the previous 12 months period.
 - If future industry innovations allow car loadings in excess of 120 tons per car, CN will then publish a new weight category for cars with net weight over 120 tons by extrapolating from the rates in place for the lower weight categories.
 - (2) Applies only to rail facilities at Prince George located on BCOL.

Definitions

- A - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 66 TONS.
- B - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 85 TONS.
- C - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 105 TONS.
- D - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 120 TONS.

Origin	Destination	A	B	C	D
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CANADIAN NATIONAL

TARIFF CN ??????-AA

Effective July XX, 2004.
Expires with CN lease termination.

Item No: 1170000-AA
Item Pages: 2

Origin	Destination	A	B	C	D
BC NORTH VANCOUVER	BC ALEXANDRIA	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC AUSTRALIAN	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC BARLOW	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC BARNEY	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC BRIDGE	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC COLEBANK	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC COTWOOD	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC CRYSDALE	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC DRAGON	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC DUNKLEY	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC FRASERVIEW	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC GIBRALTER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC GREENING	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC HIXON	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC KERSLEY	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC KILLY	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC MACALISTER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC MACKIN	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC MCEWAN	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC ODELL	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC PRINCE GEORGE (2)	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC PRINCE GEORGE JCT	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC QUAW	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC QUESNEL	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC REDROCK	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC SALMON VALLEY	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC SODA CREEK	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC STONER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC TABOR	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC WALKER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC WESTPLY	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026



CANADIAN NATIONAL

TARIFF CN ??????-AA

Effective July XX, 2004.
Expires with CN lease termination.

Item No: 118000-AA
Item Pages: 2

Conditions Applicable Against All Traffic

Commodity(ies) : All Commodities.

STCC Number(s) :

Route(s) : CN 0: CN

Charge(s) : PER CAR

- Note(s) :
- Price applies in Canadian funds.
 - In addition, rates herein are subject to chargeable services, where incurred, and all other rules stipulated in Tariff CN 9000 series, Tariff CN 6400, 6544 and 6580 series, supplements thereto and reissues thereof as provided for in Item 40.
 - Rates apply to the load movement with no charge for the empty car movement.
 - These rates are applicable to all traffic, except as specified in this Tariff, destined to, or originating from, all current and future rail shipping facilities located on BCOL, including any future extensions or modifications, for furtherance via CPR.
 - These rates do not apply to traffic originating from facilities located on and served by a CN line of railway and being shipped by motor vehicle to a reload facility located on BCOL for subsequent furtherance via CPR. Reload and/or Transload Facilities shall mean facilities other than production facilities, automotive or intermodal facilities, or team tracks where freight is transferred from one mode to another. Rates are not applicable to dimensional loads, articulated cars or to other traffic that requires special handling.
 - A surcharge of \$650 will be applied to all Dangerous Goods shipments regulated under the Canadian Transportation of Dangerous Goods Regulations (commodities with STCC code series 4800000 and 4900000).
 - A discount of \$225 will be applied to shipper privately owned equipment and for which no car-hire or mileage charges are applicable.
 - The rates will be adjusted annually, with the first adjustment to be made on July 1, 2005, based on the variance between the last quarterly available RCAF-A Index versus the RCAF-A Index for the same quarter of the previous year. Indexation adjustments will be rounded to the nearest dollar. At no time will the rates be adjusted to amounts lower than the initial rates shown in item 1050000. For example: For a \$100 rate at year 1, if the RCAF-A Index produces a 1% reduction for year 2 and 3, and a 1% increase for year 4, the rate will remain at \$100 (the floor level) for year 2 and 3, and will be adjusted to \$101 at year 4. Conversely, if RCAF-A Index produces a 1% increase for year 2 and 3, and a 1% reduction at year 4, the \$100 starting rate will be \$101 at year 2, \$102 at year 3 and \$101 at year 4.
 - The discount factor for private car supply in Item 1050000 will be adjusted annually, with the first adjustment to be made on July 1, 2005. This discount will be adjusted by the year over year percentage increase or decrease in the RCAF - A Index calculated as per the previous note.
 - The surcharge for dangerous goods in Item 1050000 will be adjusted annually, with the first adjustment to be made on July 1, 2005. This surcharge will be adjusted by the year over year percentage increase or decrease in the Consumer Price Index - All Items as published by Statistics Canada in Table 1 of Catalog 62-001. For clarity, the arithmetical average of the last 12 months available will be divided by the arithmetical average of the previous 12 months period.
 - If future industry innovations allow car loadings in excess of 120 tons per car, CN will then publish a new weight category for cars with net weight over 120 tons by extrapolating from the rates in place for the lower weight categories.
 - (2) Applies only to customer facilities at Dawson Creek located on BCOL.
 - (3) Line infrastructure not graded for 286,000.

Definitions

- A - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 66 TONS.
- B - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 85 TONS.
- C - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 105 TONS.
- D - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 120 TONS.




CANADIAN NATIONAL

TARIFF CN ??????-AA

Effective July XX, 2004.
Expires with CN lease termination.

Item No: 118000-AA
Item Pages: 2

Origin	Destination	A	B	C	D
BC NORTH VANCOUVER	BC AZOUZETTA	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC NORTH VANCOUVER	BC BALDONNEL	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC BLUFF	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC BOND	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC BULKLEY HOUSE	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC CARP	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC CASWELL	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC NORTH VANCOUVER	BC CHETWYND	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC NORTH VANCOUVER	BC CONNELLY	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC DAWSON CREEK (2)	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC DOKIE	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC NORTH VANCOUVER	BC DRIFTWOOD	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC FALLS	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC NORTH VANCOUVER	BC FOSS	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC FT ST JAMES	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC FT ST JOHN	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC GARBITT	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC NORTH VANCOUVER	BC GROUNDBIRCH	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC HODDA	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC NORTH VANCOUVER	BC HULCROSS	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC NORTH VANCOUVER	BC KENNEDY	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC NORTH VANCOUVER	BC KISKATINAW	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC LEMORAY	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC NORTH VANCOUVER	BC LEO CREEK	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC LIERSCH	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC LOVELL	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC MACKENZIE	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC MCINTYRE	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC NORTH VANCOUVER	BC MERTON	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC MINARET	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC MOSQUE	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC NATION	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC PERRY	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC PINESUL	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC NORTH VANCOUVER	BC PROGRESS	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC SEPTIMUS	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC SLOANE	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC SUNDANCE	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC TACHEEDA	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC NORTH VANCOUVER	BC TACHIE	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC TAKLA	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC TAYLOR	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC TEKO	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC TETANA	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC TREMBLAY	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC TREMBLEUR	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC URQUHART	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC WABI	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC WAKELY	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC NORTH VANCOUVER	BC WORTH	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A

 CANADIAN NATIONAL	TARIFF CN ??????-AA Effective July XX, 2004. Expires with CN lease termination.	Item No: 1190000-AA Item Pages: 2
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Conditions Applicable Against All Traffic	
Commodity(ies) :	All Commodities.
STCC Number(s) :	
Route(s) :	CN 0: CN
Charge(s) :	PER CAR
Note(s) :	<ul style="list-style-type: none"> - Price applies in Canadian funds. - In addition, rates herein are subject to chargeable services, where incurred, and all other rules stipulated in Tariff CN 9000 series, Tariff CN 6400, 6544 and 6580 series, supplements thereto and reissues thereof as provided for in Item 40. - Rates apply to the load movement with no charge for the empty car movement. - These rates are applicable to all traffic, except as specified in this Tariff, destined to, or originating from, all current and future rail shipping facilities located on BCOL, including any future extensions or modifications, for furtherance via CPR. - These rates do not apply to traffic originating from facilities located on and served by a CN line of railway and being shipped by motor vehicle to a reload facility located on BCOL for subsequent furtherance via CPR. Reload and/or Transload Facilities shall mean facilities other than production facilities, automotive or intermodal facilities, or team tracks where freight is transferred from one mode to another. Rates are not applicable to dimensional loads, articulated cars or to other traffic that requires special handling. - A surcharge of \$650 will be applied to all Dangerous Goods shipments regulated under the Canadian Transportation of Dangerous Goods Regulations (commodities with STCC code series 4800000 and 4900000). - A discount of \$225 will be applied to shipper privately owned equipment and for which no car-hire or mileage charges are applicable. - The rates will be adjusted annually, with the first adjustment to be made on July 1, 2005, based on the variance between the last quarterly available RCAF-A Index versus the RCAF-A Index for the same quarter of the previous year. Indexation adjustments will be rounded to the nearest dollar. At no time will the rates be adjusted to amounts lower than the initial rates shown in item 1050000. For example: For a \$100 rate at year 1, if the RCAF-A Index produces a 1% reduction for year 2 and 3, and a 1% increase for year 4, the rate will remain at \$100 (the floor level) for year 2 and 3, and will be adjusted to \$101 at year 4. Conversely, if RCAF-A Index produces a 1% increase for year 2 and 3, and a 1% reduction at year 4, the \$100 starting rate will be \$101 at year 2, \$102 at year 3 and \$101 at year 4. - The discount factor for private car supply in Item 1050000 will be adjusted annually, with the first adjustment to be made on July 1, 2005. This discount will be adjusted by the year over year percentage increase or decrease in the RCAF – A Index calculated as per the previous note. - The surcharge for dangerous goods in Item 1050000 will be adjusted annually, with the first adjustment to be made on July 1, 2005. This surcharge will be adjusted by the year over year percentage increase or decrease in the Consumer Price Index – All Items as published by Statistics Canada in Table 1 of Catalog 62-001. For clarity, the arithmetical average of the last 12 months available will be divided by the arithmetical average of the previous 12 months period. - If future industry innovations allow car loadings in excess of 120 tons per car, CN will then publish a new weight category for cars with net weight over 120 tons by extrapolating from the rates in place for the lower weight categories. - (3) Line infrastructure not graded for 286,000 lbs between Chetwynd, BC and Fort Nelson, BC.

Definitions	
A	- APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 66 TONS.
B	- APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 85 TONS.
C	- APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 105 TONS.
D	- APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 120 TONS.

Origin	Destination	A	B	C	D
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CANADIAN NATIONAL

TARIFF CN ??????-AA

Effective July XX, 2004.
Expires with CN lease termination.

Item No: 1190000-AA
Item Pages: 2

Origin	Destination	A	B	C	D
BC NORTH VANCOUVER	BC BEATTON	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC NORTH VANCOUVER	BC BLUE HILLS	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC NORTH VANCOUVER	BC BUICK	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC NORTH VANCOUVER	BC EKWAN	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC NORTH VANCOUVER	BC ELLEH	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC NORTH VANCOUVER	BC FONTAS	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC NORTH VANCOUVER	BC FT NELSON	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC NORTH VANCOUVER	BC GUTAH	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC NORTH VANCOUVER	BC KLUA	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC NORTH VANCOUVER	BC MURDALE	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC NORTH VANCOUVER	BC NEEDLEY	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC NORTH VANCOUVER	BC NITEAL	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC NORTH VANCOUVER	BC SIKANNI	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC NORTH VANCOUVER	BC SILVER LAKE	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC NORTH VANCOUVER	BC TAMARACK	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC NORTH VANCOUVER	BC ZEKE	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A

Canadian National Railway Company Freight Tariff CN ??????-AA

COMPETITIVE FREIGHT TARIFF

AND

HAULAGE RATES, CHARGES AND CONDITIONS

FROM OR TO POINTS

ON BCOL

AND THE UNION PACIFIC (UP) AT NORTH VANCOUVER, BC

FOR FURTHERANCE TO/FROM THE INTERCHANGES WITH
THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY (BNSF) AT BROWNSVILLE, BC AND WITH
THE CANADIAN PACIFIC RAILWAY COMPANY (CPR) AT SAPPERTON, BC

FROM	TO
VARIOUS STATIONS IN: BRITISH COLUMBIA	VARIOUS STATIONS IN: BRITISH COLUMBIA

Governed, except as otherwise provided herein, by Rules Tariff CN 6400, 6544 and 6580 series and CN 9000-series.

The Province of British Columbia and CN entered into an agreement whereby CN acquired all the outstanding shares of BC Rail Limited and of BC Rail Partnership, whereby CN acquired the industrial freight railway business and the right to operate BC Rail under a Federal Certificate of Fitness, and whereby CN leased the BC Rail roadbed and properties for 60 years, subject to renewal for an additional 30 years.

Pursuant to this agreement, this tariff is published to implement CN's commitment with the Province to maintain customers' competitive access to connecting railroads at Vancouver, through "Open Gateway" rates and service conditions that are set out in this tariff.

CN's commitment is binding upon it for the entire term of the lease, such that the tariff cannot be withdrawn by CN, and material provisions of this tariff cannot be changed, modified or withdrawn, nor may material provisions be added, without the consent of UP, consent that cannot be unreasonably withheld.

This tariff constitutes a binding agreement between CN and UP. The rates, terms and conditions of this tariff shall be binding upon the successors and assigns of the parties.

ISSUED July XX, 2004

Effective July XX, 2004

Expires with termination of CN's lease of the BCOL lines

CANADIAN NATIONAL RAILWAY COMPANY is publishing this Tariff and contracting in its own name and on behalf of GRAND TRUNK WESTERN RAILROAD INCORPORATED (GTW), DULUTH, WINNIPEG AND PACIFIC RAILWAY COMPANY (DWP), ILLINOIS CENTRAL RAILROAD COMPANY (IC), CHICAGO CENTRAL & PACIFIC RAILROAD COMPANY (CC), CEDAR RIVER RAILROAD COMPANY (CEDR), WISCONSIN CENTRAL LIMITED (WC), ALGOMA CENTRAL RAILWAY INC. (AC), SAULT STE MARIE BRIDGE COMPANY (SSAM), FOX VALLEY & WESTERN LTD. (FVW), WISCONSIN CHICAGO LINK LTD. (WCCL) and BRITISH COLUMBIA RAILWAY COMPANY (BCOL) and these companies do business under the name of and are collectively referred to as "CANADIAN NATIONAL" (CN).

Issued by Price Maintenance and Distribution, Automated Invoicing,

(CN ??????-AA)

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(printed in Canada)
TARIFF ??????-AA

RULES AND REGULATIONS

Item 5 Application of Rates, Discounts and Surcharge

This Tariff is applicable to all traffic, except as specified in this Tariff, destined to, or originating from, all current and future rail shipping facilities located on the BCOL line of railway, including any future extensions or modifications thereof, for furtherance via UP. This Tariff does not apply to traffic originating from any production facility served by a CN line of railway and being shipped by motor vehicle to a reload facility located on the BCOL line of railway for subsequent furtherance via UP. Reload and/or Transload Facilities shall mean facilities other than production facilities, automotive or intermodal facilities, or team tracks where freight is transferred from one mode to another.

The rates, discounts and surcharges published in this Tariff may be applied by the shipper, or any party confirmed by the shipper as an agent acting on its behalf, as a proportional rate (Rule 11) or may be applied by UP as CN's revenue requirement in constructing an interline through rate or as CN's charge for the haulage of railcars in the account of UP to be interchanged with CN at North Vancouver, for furtherance to/from the interchanges with BNSF at Brownsville, BC and CPR at Sapperton, BC.

Item 10 Conditional Applicability of the Tariff

The application of this tariff is conditional on the existence of an agreement between UP and BNSF that provides UP access to the CN/BNSF interchange at Brownsville, BC and of an agreement between UP and CPR that provides UP access to the CN/CPR interchange at Sapperton, BC. The option for UP to use this tariff for the haulage of cars in UP's account is subject to the existence of agreements between UP and BNSF and between UP and CPR to this effect.

Item 15 Liability

In the event that UP opts to use a haulage structure, the following liability rules shall apply between CN and UP.

1. The respective liability of CN and UP for losses or damages to railcars or their content under a haulage arrangement shall be as follows:
 - a) If caused by an infrastructure defect or resulting from an error in the management or operation of the train, CN shall be responsible for losses and damages to the railcars and their content.
 - b) If caused by a defect of a railcar in the account of UP, and supplied by UP, another connecting carrier or the shipper, the responsibility for all losses and damages resulting therefrom shall be that of UP.
 - c) If caused by a defect of a railcar in the account of UP, but supplied by CN, the responsibility for all losses and damages resulting therefrom shall be that of CN.
 - d) If caused by a defect of a railcar in the account of CN, the responsibility for all losses and damages resulting therefrom shall be that of CN.
 - e) If the cause of the losses and damages cannot be identified, the losses and damages to the railcars and their content shall be shared between CN and UP, in that proportion which the number of railcars in CN and UP's account in the train containing such railcars shall bear to the total number of railcars in such train (excluding locomotives).
2. Notwithstanding the above, the parties agree that the liability of UP vis-à-vis its shippers/consignees shall be governed by the *Railway Traffic Liability Regulations* or other applicable contractual arrangements.
3. In the event of a claim or lawsuit by a third party against either CN or UP resulting from losses or damages occurring in the context of a haulage arrangement, each of CN and UP shall indemnify each other on the basis of the principles described in no. 1 above.

Item 20**Car Hire**

Under a haulage arrangement, CN will keep the railcars into its account for car hire accounting purposes. Car hire rates for the various car types, generally negotiated from time to time, shall apply while UP cars are on BCOL.

Item 25**Car Supply**

All rates in Items 1050000 to 1190000 have been constructed assuming that cars will be supplied by CN or in CN's account for car hire and car mileage charge purposes while the cars are on BCOL's lines of railway from or to the interchange in North Vancouver.

In order to ensure that interline traffic is not materially adversely affected through a curtailment by CN in the service level offered on interline traffic, CN shall not discriminate in its allocation and supply of cars amongst BCOL shippers by reason of such BCOL shippers shipping some or all of their volume through UP in preference to CN. Discrimination shall be measured having regard to the type and numbers of cars made available to individual BCOL shippers.

In assessing whether discrimination has occurred as against a BCOL shipper shipping through UP in preference to CN as aforesaid, the following factors shall, in respect of individual shippers, be considered: (i) the number of cars ordered; (ii) the number of cars committed by CN; (iii) the number of cars filled by CN; (iv) historical car requirements and shipment volumes of the BCOL shippers; and (v) the commercial policies and operational practices prevalent throughout CN's Canadian rail network, it being understood that CN shall have the burden to demonstrate these policies were prevalent before the alleged discrimination and were not designed or applied to discriminate against BCOL shippers shipping some or all of their volume through UP in preference to CN.

Customers shall order all cars directly through CN but, to achieve the objective of minimizing car supply shortages, CN will perform a weekly review of its ability to meet customer car demands, through the advance order information of CN's Guaranteed Car Order Program. When car shortages are forecast through this weekly process, CN will allow UP to provide cars, which UP is not obligated to provide, to supplement the CN fleet. The supplemental cars from UP will be accepted by CN at North Vancouver, for movement under the terms of this tariff. CN will accept supplemental cars from UP and will be responsible for car hire, at rates as agreed from time to time between the parties; accessorial charges will be for the account of CN. UP will supply CN with the necessary information for CN's car ordering process. The supplemental cars will be added to CN's general fleet for distribution to customers served by BCOL, and to be shipped to any destination territory or interchange carrier, using the normal CN car process, but CN will make best efforts to match customer orders to UP destinations.

Any issue with regard to the fair allocation of cars shall be escalated by written notice to the attention of CN's General Manager of Car Fleet for resolution. Any dispute resulting from the failure to resolve these issues shall be submitted to commercial arbitration following the same process as described in Item 55 for service issues.

The CN Guaranteed Car Order Supply Program, pursuant to CN Tariff 9000, shall apply to all customers located on the BCOL territory with the exception of covered hopper cars for grain shipments. In addition to CN's Guaranteed Car Order Supply Program, subject to reaching agreement with individual customers, CN will reserve a level of cars based on minimum weekly historical customer requirements.

For grain shipments in covered hopper cars, customers located on the BCOL territory shall order cars directly through CN in accordance with the CN weekly Western Canada grain covered hopper car ordering procedures, or with the car ordering procedures specified in the applicable tariffs for CN Grain Train programs, as amended from time to time. UP will not be required to supply any cars for grain shipments made under this tariff.

Item 30**Private Equipment Discount**

Rates for "private" shipper supplied cars, for which no car-hire or mileage charges are applied, will be discounted by \$225 per car.

Item 35**Dangerous Goods Surcharge**

A surcharge of \$650 per car will be applied to all dangerous goods shipments regulated under the Canadian Transportation of Dangerous Goods Regulations.

Item 40**Tariffs and Surcharges**

Except for accessorial charges as defined and levied by CN, pursuant to general tariffs series CN 9000, 6400, 6544 and 6580 and their successors, the charges set out hereunder shall be the only charges applicable to the movement of rail cars governed by this tariff.

Item 45**Currency and Billing**

Except as otherwise specified, all rates and charges in this Tariff are published in Canadian Funds.

Billing shall be accomplished on the basis of data contained in a billing form mutually agreed to between the parties and submitted electronically. Such billing form shall contain sufficient detail to permit computation of payments to be made hereunder. UP shall pay CN through electronic fund transfers at the Office of the Treasurer, or at such other location as CN may from time to time designate, all the compensation and charges of every name and nature which by this agreement UP is required to pay in lawful money of Canada within thirty (30) days after the rendition of bills therefore. For payments not received within 30 days, monthly interest will be charged based on CN credit terms with customers, subject to change from time to time.

Errors or disputed items in any bill shall not be deemed a valid excuse for delaying payment, but shall be paid subject to subsequent adjustment; provided, no exception to any bill shall be honored, recognized or considered if filed after the expiration of three (3) years from the last day of the calendar month during which the bill is rendered and no bill shall be rendered later than three (3) years (i) after the last day of the calendar month in which the expense covered thereby is incurred, or (ii) in the case of claims disputed as to amount or liability, after the amount is settled and/or the liability is established.

So much of the books, accounts, and records of each party hereto as are related to the subject matter of this agreement shall at all reasonable times be open to inspection by the authorized representatives and agents of the parties hereto. All books, accounts, and records shall be maintained to readily furnish full information for each item in accordance with any applicable laws and regulations.

Any issue resulting from the application of the currency and billing terms shall be escalated by written notice to the attention of CN's Marketing Director for Forest Products for resolution. Any dispute resulting from the failure to resolve the issue shall be submitted to binding commercial arbitration following the same process as described in Item 55 for service issues.

Item 50**Annual Adjustment of Rates, Discounts and Surcharges****Applicable Index**

The zone rates in Items 1050000 to 1190000 series will be adjusted annually, with the first adjustment to be made on July 1, 2005. The rates will be adjusted using the Rail Cost Adjustment Factor - Adjusted for productivity gains (the "RCAF-A Index"), published by the Association of American Railroads (AAR) in its Railroad Cost Indices Publication available on the AAR website. Subject to the provisions of this paragraph, indexation will be applied to the then applicable rates on each anniversary date of the closing of the transaction, based on the variance between the last quarterly available RCAF-A Index, versus the RCAF-A Index for the same quarter of the previous year. Indexation adjustments will be rounded to the nearest dollar. The resulting rates will then be in effect from that anniversary date until the next annual adjustment.

Index Floor

Notwithstanding the foregoing, regardless of the actual level of the RCAF-A Index for any given year, under no circumstances will the rates be adjusted at lower levels than the initial rates shown in items 1050000 to 1190000, which levels shall be deemed an absolute floor on rate reductions that are required under this paragraph, unless CN in its discretion voluntarily decides to reduce rates further, or agrees with a shipper or interline carrier to reduce rates further, or is compelled under law or by regulatory authority to reduce rates further. There shall be no ceiling on the amount of any rate increases that may result from the annual application of the RCAF-A Index under this paragraph. For example: For a \$100 rate at year 1, if the RCAF-A Index produces a 1% reduction for year 2 and 3, and a 1% increase for year 4, the rate will remain at \$100 (the floor level) for year 2 and 3, and will be adjusted to \$101 at year 4. Conversely, if RCAF-A Index produces a 1% increase for year 2 and 3, and a 1% reduction at year 4, the \$100 starting rate will be \$101 at year 2, \$102 at year 3 and \$101 at year 4.

Replacement Index

If this index is no longer published, CN shall apply such an annual indexation factor published in substitution for the RCAF-A Index, or, if no such indexation factor is published in substitution for the RCAF-A Index, any replacement index using a comparable productivity gain factor designated by CN acting reasonably.

The discount factor for private car supply in Item 30 will be adjusted annually, with the first adjustment to be made on July 1, 2005. This discount will be adjusted using the RCAF-A Index, or its replacement index, under the same conditions as for the zone rates as described above.

The surcharge for dangerous goods in Item 35 will be adjusted annually, with the first adjustment to be made on July 1, 2005. This surcharge will be adjusted by the year over year percentage increase or decrease in the Consumer Price Index – All Items as published by Statistics Canada in Table 1 of Catalog 62-001. For clarity, the arithmetical average of the last 12 months available will be divided by the arithmetical average of the previous 12 months period.

The surcharge for dangerous goods in Item 35 will be adjusted annually, with the first adjustment to be made on July 1, 2005. This surcharge will be adjusted by the year over year percentage increase or decrease in the Consumer Price Index – All Items as published by Statistics Canada in Table 1 of Catalog 62-001. For clarity, the arithmetical average of the last 12 months available will be divided by the arithmetical average of the previous 12 months period.

Any issue resulting from the application of the above indexation factors shall be escalated by written notice to the attention of CN's Marketing Director for Forest Products for resolution. Any dispute resulting from the failure to resolve the issue shall be submitted to binding commercial arbitration following the same process as described in Item 55 for service issues.

Item 55**Service****General Service Commitment**

CN will operate BCOL under CN's "scheduled railroad" philosophy, and the integration of both railroads' operations will allow the elimination of physical interchanges at North Vancouver and Prince George, and the elimination of intermediate handlings at Squamish. As a result, after a normal transition and integration period, CN commits that service performance for customers' traffic to and from the interchanges with other carriers at Vancouver will be better in terms of transit time and reliability, between customer release and the Vancouver interchange, as compared to the BCOL pre-transaction service levels for comparable traffic volumes.

CTA Oversight Period

CN will provide actual transit times, between customer release and interchange with UP (through BNSF at Brownsville or through CPR at Sapperton, as the case may be), to the Canadian Transportation Agency (CTA) and to UP, on a monthly basis for a 5-year oversight period. These actual transit times will be averaged for each of the five rate zones. CN will also provide actual transit times to the CTA and to UP for its own traffic. The CTA will retain jurisdiction to reinstate the oversight process if the actual service performance warrants such continued reporting, at the CTA's discretion.

Detailed Service Commitment

CN shall accept, handle, switch, transport and deliver all permitted UP traffic moving over the BCOL Lines to/from North Vancouver without discrimination including, but not limited to, promptness, quality of service and efficiency, for both loaded and empty rail cars, that is comparable to the service level achieved by CN in favor of traffic moving in CN's account (excluding traffic moving in unit trains) and other carriers' account to/from Vancouver-area interchanges. Transit times will be measured from customer releases and eight (8) hours will be added to CN's transit times on its own traffic to North Vancouver to properly compare to the transit times for the UP traffic that include the transfer between North Vancouver and the interchange with either BNSF at Brownsville or with CPR at Sapperton. This includes frequency of customer switching, car dwell times in yards, and train service frequency including train run through between North Vancouver and CN Thornton yard in Vancouver or direct interchange connection with either BNSF or CPR, once implemented through a progressive service implementation process on BCOL Lines. CN shall adopt no policies, including but not limited to demurrage and absorption of switching fees, that discriminate against UP's traffic moving over the BCOL Lines.

The parties agree that all rail cars moving onto or from the BCOL Lines shall be moved and exchanged pursuant to the Interline Service Protocols in place between CN and BNSF and between CN and CPR as mutually agreed to between the parties and subject to change from time to time.

CN shall cooperate with UP to provide service on their traffic moving over the BCOL Lines that is as efficient and competitive as for CN's own traffic and for other carriers' traffic in the Vancouver corridor. All the CN, UP and other carriers' traffic will be handled in train service as defined in CN's train service plan. CN will provide UP with all updated Train Service Plans as they become available from time to time. After BCOL will be fully integrated to CN's operation, CN will report all transportation events on BCOL into its Transportation Systems (SRS system) that will allow both customers and UP to follow the movement of this traffic while on BCOL.

CN shall pick up and deliver all the UP and CN traffic released from or ordered to customers' sidings on the BCOL Lines with scheduled train and switcher service defined in the train service plan. Set off and lifts of the UP traffic at the defined Interchange Locations will be handled and interchanged pursuant to the Interline Service Protocols.

UP will benefit in all operational efficiencies gained in CN operations to and from customer sidings, as CN and UP traffic will be handled in same train / switching service pursuant to the train service plan which may be changed from time to time to reflect the efficiencies in operations and traffic volumes.

CN will be operating and handling UP's traffic according to the Interline Service Protocols in place with BNSF and CPR and the Train Service Plan in effect. In the event of a service deficiency by CN or by the other carriers involved on behalf of UP, the affected party, including UP, shall provide written notice to the other party of the service deficiency who shall immediately work to correct such service deficiency. The party at fault will provide the other party with a written action plan identifying how it will correct such service deficiency within five (5) working days from receipt of written notice and with physical implementation within ten (10) working days from receipt of written notice. The parties may mutually agree on longer time periods for providing the action plan or for the implementation schedule when appropriate. For example, implementation of solutions that would require substantial changes with crew scheduling would have to comply with a notice requirement as per labor agreements in place (currently 30 days).

Whenever UP is of the view that CN is not performing comparable to the level of service achieved on CN's own traffic and other carriers' traffic to or from Vancouver, UP will have the right to request that CN supply service performance information concerning the traffic originating or terminating on the BCOL Lines that is reasonably available, allowing the comparison of the service performance on the former BCOL for the UP traffic, the CN traffic and the other carriers' traffic. CN shall provide this information within 30 days from a written request from UP that describes the nature of the problem to be resolved.

Problem Escalation for Resolution and/or Arbitration

In the event that the parties have any disputes under this Item, such dispute shall be escalated by written notice to the area Superintendent for either party. In the event that such Superintendents are unable to resolve such dispute within five (5) working days from receipt of written notice, the dispute shall be escalated to the Vice-President of Operations of either party for a determination. In the event that such Vice-Presidents are unable to resolve the dispute within ten (10) days, either party shall be entitled to request that any matter, which is not finalized, be submitted to the arbitration of a single arbitrator. Customers can consult with UP to initiate this problem escalation process.

Any request for arbitration shall be made by notice in writing from one party to the other party, and such notice shall describe the issue(s) to be arbitrated. In the event that the parties are unable to agree on the appointment of the arbitrator within five (5) days, one shall be appointed by the Canadian Transportation Agency. The provisions of the Commercial Arbitration Act of British Columbia shall apply to the arbitration, and the decision of the arbitrator shall be final and binding upon each of the parties. Regardless of the outcome of the arbitration, each party to the arbitration shall pay its own costs, fees and expenses of counsel, and the expenses of the arbitrator will be shared equally by the parties. Any arbitration shall be completed ninety (90) days from the date of the appointment of the arbitrator.

TARIFF ??????-AA

Item 000000

Item 000000

Participating Carriers
(Alphabetized By Standard Carrier Abbreviation)

The Following Carriers are Parties to this Tariff Under Powers of Attorney or Concurrences Issued to Assistant Comptroller, Canadian National Railway.

Abbreviation	Name of Carrier
CN	CANADIAN NATIONAL RAILWAY COMPANY



CANADIAN NATIONAL

TARIFF CN ??????-AA

Effective July XX, 2004.
Expires with CN lease termination.

Item No: 1050000-AA
Item Pages: 2

Conditions Applicable Against All Traffic

Commodity(ies) : All Commodities.

STCC Number(s) :

Route(s) : CN 0: CN

Charge(s) : PER CAR

- Note(s) :
- Price applies in Canadian funds.
 - In addition, rates herein are subject to chargeable services, where incurred, and all other rules stipulated in Tariff CN 9000 series, Tariff CN 6400, 6544 and 6580 series, supplements thereto and reissues thereof as provided for in Item 40.
 - Rates apply to the load movement with no charge for the empty car movement.
 - These rates are applicable to all traffic, except as specified in this Tariff, destined to, or originating from, all current and future rail shipping facilities located on BCOL, including any future extensions or modifications, for furtherance via UP.
 - These rates do not apply to traffic originating from facilities located on and served by a CN line of railway and being shipped by motor vehicle to a reload facility located on BCOL for subsequent furtherance via UP. Reload and/or Transload Facilities shall mean facilities other than production facilities, automotive or intermodal facilities, or team tracks where freight is transferred from one mode to another. Rates are not applicable to dimensional loads, articulated cars or to other traffic that requires special handling.
 - A surcharge of \$650 will be applied to all Dangerous Goods shipments regulated under the Canadian Transportation of Dangerous Goods Regulations (commodities with STCC code series 4800000 and 4900000).
 - A discount of \$225 will be applied to shipper privately owned equipment and for which no car-hire or mileage charges are applicable.
 - The rates will be adjusted annually, with the first adjustment to be made on July 1, 2005, based on the variance between the last quarterly available RCAF-A Index versus the RCAF-A Index for the same quarter of the previous year. Indexation adjustments will be rounded to the nearest dollar. At no time will the rates be adjusted to amounts lower than the initial rates shown in item 1050000. For example: For a \$100 rate at year 1, if the RCAF-A Index produces a 1% reduction for year 2 and 3, and a 1% increase for year 4, the rate will remain at \$100 (the floor level) for year 2 and 3, and will be adjusted to \$101 at year 4. Conversely, if RCAF-A Index produces a 1% increase for year 2 and 3, and a 1% reduction at year 4, the \$100 starting rate will be \$101 at year 2, \$102 at year 3 and \$101 at year 4.
 - The discount factor for private car supply in Item 1050000 will be adjusted annually, with the first adjustment to be made on July 1, 2005. This discount will be adjusted by the year over year percentage increase or decrease in the RCAF – A Index calculated as per the previous note.
 - The surcharge for dangerous goods in Item 1050000 will be adjusted annually, with the first adjustment to be made on July 1, 2005. This surcharge will be adjusted by the year over year percentage increase or decrease in the Consumer Price Index – All Items as published by Statistics Canada in Table 1 of Catalog 62-001. For clarity, the arithmetical average of the last 12 months available will be divided by the arithmetical average of the previous 12 months period.
 - If future industry innovations allow car loadings in excess of 120 tons per car, CN will then publish a new weight category for cars with net weight over 120 tons by extrapolating from the rates in place for the lower weight categories.

Definitions

- A - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 66 TONS.
- B - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 85 TONS.
- C - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 105 TONS.
- D - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 120 TONS.

Origin	Destination	A	B	C	D
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CANADIAN NATIONAL

TARIFF CN ??????-AA

Effective July XX, 2004.
Expires with CN lease termination.

Item No: 1050000-AA
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Origin	Destination	A	B	C	D
BC BIRKEN	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815
BC BRITANNIA	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815
BC BRUNSWICK	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815
BC CHEAKAMUS	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815
BC CREEKSIDE	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815
BC DARCY	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815
BC GARIBALDI	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815
BC GATES	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815
BC HORSESHOE BAY	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815
BC MARNE	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815
BC MONS	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815
BC MOUNT CURRIE	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815
BC PEMBERTON	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815
BC PORTEAU	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815
BC RETASKIT	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815
BC SEATON	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815
BC SHALALTH	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815
BC SPETCH	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815
BC SQUAMISH	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815
BC SQUAMISH DCK	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815
BC TISDALL	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815
BC WEDGE	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815
BC WHISTLER	BC NORTH VANCOUVER	\$ 693	\$ 717	\$ 766	\$ 815



CANADIAN NATIONAL

TARIFF CN ??????-AA

Effective July XX, 2004.
Expires with CN lease termination.

Item No: 106000-AA
Item Pages: 2

Conditions Applicable Against All Traffic

Commodity(ies) : All Commodities.

STCC Number(s) :

Route(s) : CN 0: CN

Charge(s) : PER CAR

- Note(s) :
- Price applies in Canadian funds.
 - In addition, rates herein are subject to chargeable services, where incurred, and all other rules stipulated in Tariff CN 9000 series, Tariff CN 6400, 6544 and 6580 series, supplements thereto and reissues thereof as provided for in Item 40.
 - Rates apply to the load movement with no charge for the empty car movement.
 - These rates are applicable to all traffic, except as specified in this Tariff, destined to, or originating from, all current and future rail shipping facilities located on BCOL, including any future extensions or modifications, for furtherance via UP.
 - These rates do not apply to traffic originating from facilities located on and served by a CN line of railway and being shipped by motor vehicle to a reload facility located on BCOL for subsequent furtherance via UP. Reload and/or Transload Facilities shall mean facilities other than production facilities, automotive or intermodal facilities, or team tracks where freight is transferred from one mode to another. Rates are not applicable to dimensional loads, articulated cars or to other traffic that requires special handling.
 - A surcharge of \$650 will be applied to all Dangerous Goods shipments regulated under the Canadian Transportation of Dangerous Goods Regulations (commodities with STCC code series 4800000 and 4900000).
 - A discount of \$225 will be applied to shipper privately owned equipment and for which no car-hire or mileage charges are applicable.
 - The rates will be adjusted annually, with the first adjustment to be made on July 1, 2005, based on the variance between the last quarterly available RCAF-A Index versus the RCAF-A Index for the same quarter of the previous year. Indexation adjustments will be rounded to the nearest dollar. At no time will the rates be adjusted to amounts lower than the initial rates shown in item 1050000. For example: For a \$100 rate at year 1, if the RCAF-A Index produces a 1% reduction for year 2 and 3, and a 1% increase for year 4, the rate will remain at \$100 (the floor level) for year 2 and 3, and will be adjusted to \$101 at year 4. Conversely, if RCAF-A Index produces a 1% increase for year 2 and 3, and a 1% reduction at year 4, the \$100 starting rate will be \$101 at year 2, \$102 at year 3 and \$101 at year 4.
 - The discount factor for private car supply in Item 1050000 will be adjusted annually, with the first adjustment to be made on July 1, 2005. This discount will be adjusted by the year over year percentage increase or decrease in the RCAF – A Index calculated as per the previous note.
 - The surcharge for dangerous goods in Item 1050000 will be adjusted annually, with the first adjustment to be made on July 1, 2005. This surcharge will be adjusted by the year over year percentage increase or decrease in the Consumer Price Index – All Items as published by Statistics Canada in Table 1 of Catalog 62-001. For clarity, the arithmetical average of the last 12 months available will be divided by the arithmetical average of the previous 12 months period.
 - If future industry innovations allow car loadings in excess of 120 tons per car, CN will then publish a new weight category for cars with net weight over 120 tons by extrapolating from the rates in place for the lower weight categories.

Definitions

- A - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 66 TONS.
- B - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 85 TONS.
- C - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 105 TONS.
- D - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 120 TONS.

Origin	Destination	A	B	C	D
BC CANIM	BC NORTH VANCOUVER	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905



CANADIAN NATIONAL

TARIFF CN ??????-AA

Effective July XX, 2004.
Expires with CN lease termination.

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Origin	Destination	A	B	C	D
BC CHASM	BC NORTH VANCOUVER	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC CLINTON	BC NORTH VANCOUVER	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC ENTERPRISE	BC NORTH VANCOUVER	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC EXETER	BC NORTH VANCOUVER	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC FLYING U	BC NORTH VANCOUVER	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC FOUNTAIN	BC NORTH VANCOUVER	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC GLENFRASER	BC NORTH VANCOUVER	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC GRAHAM	BC NORTH VANCOUVER	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC KELLY LAKE	BC NORTH VANCOUVER	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC KOSTER	BC NORTH VANCOUVER	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC LAC LA HACHE	BC NORTH VANCOUVER	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC LILLOOET	BC NORTH VANCOUVER	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC LIME	BC NORTH VANCOUVER	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC LONE BUTTE	BC NORTH VANCOUVER	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC MORAN	BC NORTH VANCOUVER	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC ONWARD	BC NORTH VANCOUVER	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC PAVILION	BC NORTH VANCOUVER	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC POTTER	BC NORTH VANCOUVER	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC TATTON	BC NORTH VANCOUVER	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC WILLIAMS LAKE	BC NORTH VANCOUVER	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC WRIGHT	BC NORTH VANCOUVER	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905



CANADIAN NATIONAL

TARIFF CN ??????-AA

Effective July XX, 2004.
Expires with CN lease termination.

Item No: 1070000-AA
Item Pages: 2

Conditions Applicable Against All Traffic

Commodity(ies) : All Commodities.

STCC Number(s) :

Route(s) : CN 0: CN

Charge(s) : PER CAR

- Note(s) :
- Price applies in Canadian funds.
 - In addition, rates herein are subject to chargeable services, where incurred, and all other rules stipulated in Tariff CN 9000 series, Tariff CN 6400, 6544 and 6580 series, supplements thereto and reissues thereof as provided for in Item 40.
 - Rates apply to the load movement with no charge for the empty car movement.
 - These rates are applicable to all traffic, except as specified in this Tariff, destined to, or originating from, all current and future rail shipping facilities located on BCOL, including any future extensions or modifications, for furtherance via UP.
 - These rates do not apply to traffic originating from facilities located on and served by a CN line of railway and being shipped by motor vehicle to a reload facility located on BCOL for subsequent furtherance via UP. Reload and/or Transload Facilities shall mean facilities other than production facilities, automotive or intermodal facilities, or team tracks where freight is transferred from one mode to another. Rates are not applicable to dimensional loads, articulated cars or to other traffic that requires special handling.
 - A surcharge of \$650 will be applied to all Dangerous Goods shipments regulated under the Canadian Transportation of Dangerous Goods Regulations (commodities with STCC code series 4800000 and 4900000).
 - A discount of \$225 will be applied to shipper privately owned equipment and for which no car-hire or mileage charges are applicable.
 - The rates will be adjusted annually, with the first adjustment to be made on July 1, 2005, based on the variance between the last quarterly available RCAF-A Index versus the RCAF-A Index for the same quarter of the previous year. Indexation adjustments will be rounded to the nearest dollar. At no time will the rates be adjusted to amounts lower than the initial rates shown in item 1050000. For example: For a \$100 rate at year 1, if the RCAF-A Index produces a 1% reduction for year 2 and 3, and a 1% increase for year 4, the rate will remain at \$100 (the floor level) for year 2 and 3, and will be adjusted to \$101 at year 4. Conversely, if RCAF-A Index produces a 1% increase for year 2 and 3, and a 1% reduction at year 4, the \$100 starting rate will be \$101 at year 2, \$102 at year 3 and \$101 at year 4.
 - The discount factor for private car supply in Item 1050000 will be adjusted annually, with the first adjustment to be made on July 1, 2005. This discount will be adjusted by the year over year percentage increase or decrease in the RCAF - A Index calculated as per the previous note.
 - The surcharge for dangerous goods in Item 1050000 will be adjusted annually, with the first adjustment to be made on July 1, 2005. This surcharge will be adjusted by the year over year percentage increase or decrease in the Consumer Price Index - All Items as published by Statistics Canada in Table 1 of Catalog 62-001. For clarity, the arithmetical average of the last 12 months available will be divided by the arithmetical average of the previous 12 months period.
 - If future industry innovations allow car loadings in excess of 120 tons per car, CN will then publish a new weight category for cars with net weight over 120 tons by extrapolating from the rates in place for the lower weight categories.
 - (2) Applies only from rail facilities at Prince George located on BCOL.

Definitions

- A - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 66 TONS.
- B - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 85 TONS.
- C - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 105 TONS.
- D - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 120 TONS.

Origin	Destination	A	B	C	D
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CANADIAN NATIONAL

TARIFF CN ??????-AA

Effective July XX, 2004.
Expires with CN lease termination.

Item No: 1070000-AA
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Origin	Destination	A	B	C	D
BC ALEXANDRIA	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC AUSTRALIAN	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC BARLOW	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC BARNEY	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC BRIDGE	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC COLEBANK	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC COTWOOD	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC CRYSDALE	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC DRAGON	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC DUNKLEY	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC FRASERVIEW	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC GIBRALTER	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC GREENING	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC HIXON	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC KERSLEY	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC KILLY	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC MACALISTER	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC MACKIN	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC MCEWAN	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC ODELL	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC PRINCE GEORGE (2)	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC PRINCE GEORGE JCT	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC QUAW	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC QUESNEL	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC REDROCK	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC SALMON VALLEY	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC SODA CREEK	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC STONER	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC TABOR	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC WALKER	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC WESTPLY	BC NORTH VANCOUVER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026



CANADIAN NATIONAL

TARIFF CN ??????-AA

Effective July XX, 2004.
Expires with CN lease termination.

Item No: 1080000-AA
Item Pages: 2

Conditions Applicable Against All Traffic

Commodity(ies) : All Commodities.

STCC Number(s) :

Route(s) : CN 0: CN

Charge(s) : PER CAR

- Note(s) :
- Price applies in Canadian funds.
 - In addition, rates herein are subject to chargeable services, where incurred, and all other rules stipulated in Tariff CN 9000 series, Tariff CN 6400, 6544 and 6580 series, supplements thereto and reissues thereof as provided for in Item 40.
 - Rates apply to the load movement with no charge for the empty car movement.
 - These rates are applicable to all traffic, except as specified in this Tariff, destined to, or originating from, all current and future rail shipping facilities located on BCOL, including any future extensions or modifications, for furtherance via UP.
 - These rates do not apply to traffic originating from facilities located on and served by a CN line of railway and being shipped by motor vehicle to a reload facility located on BCOL for subsequent furtherance via UP. Reload and/or Transload Facilities shall mean facilities other than production facilities, automotive or intermodal facilities, or team tracks where freight is transferred from one mode to another. Rates are not applicable to dimensional loads, articulated cars or to other traffic that requires special handling.
 - A surcharge of \$650 will be applied to all Dangerous Goods shipments regulated under the Canadian Transportation of Dangerous Goods Regulations (commodities with STCC code series 4800000 and 4900000).
 - A discount of \$225 will be applied to shipper privately owned equipment and for which no car-hire or mileage charges are applicable.
 - The rates will be adjusted annually, with the first adjustment to be made on July 1, 2005, based on the variance between the last quarterly available RCAF-A Index versus the RCAF-A Index for the same quarter of the previous year. Indexation adjustments will be rounded to the nearest dollar. At no time will the rates be adjusted to amounts lower than the initial rates shown in item 1050000. For example: For a \$100 rate at year 1, if the RCAF-A Index produces a 1% reduction for year 2 and 3, and a 1% increase for year 4, the rate will remain at \$100 (the floor level) for year 2 and 3, and will be adjusted to \$101 at year 4. Conversely, if RCAF-A Index produces a 1% increase for year 2 and 3, and a 1% reduction at year 4, the \$100 starting rate will be \$101 at year 2, \$102 at year 3 and \$101 at year 4.
 - The discount factor for private car supply in Item 1050000 will be adjusted annually, with the first adjustment to be made on July 1, 2005. This discount will be adjusted by the year over year percentage increase or decrease in the RCAF – A Index calculated as per the previous note.
 - The surcharge for dangerous goods in Item 1050000 will be adjusted annually, with the first adjustment to be made on July 1, 2005. This surcharge will be adjusted by the year over year percentage increase or decrease in the Consumer Price Index – All Items as published by Statistics Canada in Table 1 of Catalog 62-001. For clarity, the arithmetical average of the last 12 months available will be divided by the arithmetical average of the previous 12 months period.
 - If future industry innovations allow car loadings in excess of 120 tons per car, CN will then publish a new weight category for cars with net weight over 120 tons by extrapolating from the rates in place for the lower weight categories.
 - (2) Applies only to customer facilities at Dawson Creek located on BCOL.
 - (3) Line infrastructure not graded for 286,000 lbs.

Definitions

- A - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 66 TONS.
- B - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 85 TONS.
- C - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 105 TONS.
- D - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 120 TONS.



CANADIAN NATIONAL

TARIFF CN ?????-AA

Effective July XX, 2004.
Expires with CN lease termination.

Item No: 1080000-AA

Item Pages: 2

Origin	Destination	A	B	C	D
BC AZOUZETTA	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC BALDONNEL	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC BLUFF	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC BOND	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC BULKLEY HOUSE	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC CARP	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC CASWELL	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC CHETWYND	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC CONNELLY	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC DAWSON CREEK (2)	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC DOKIE	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC DRIFTWOOD	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC FALLS	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC FOSS	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC FT ST JAMES	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC FT ST JOHN	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC GARBITT	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC GROUND BIRCH	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC HODDA	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC HULCROSS	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC KENNEDY	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC KISKATINAW	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC LEMORAY	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC LEO CREEK	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC LIERSCH	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC LOVELL	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC MACKENZIE	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC MCINTYRE	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC MERTON	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC MINARET	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC MOSQUE	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NATION	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC PERRY	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC PINESUL	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC PROGRESS	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC SEPTIMUS	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC SLOANE	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC SUNDANCE	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC TACHEEDA	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC TACHIE	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC TAKLA	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC TAYLOR	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC TEKO	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC TETANA	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC TREMBLAY	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC TREMBLEUR	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC URQUHART	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC WABI	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC WAKELY	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC WORTH	BC NORTH VANCOUVER	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A



CANADIAN NATIONAL

TARIFF CN ??????-AA

Effective July XX, 2004.
Expires with CN lease termination.

Item No: 1090000-AA
Item Pages: 2

Conditions Applicable Against All Traffic

Commodity(ies) : All Commodities.

STCC Number(s) :

Route(s) : CN 0: CN

Charge(s) : PER CAR

- Note(s) :
- Price applies in Canadian funds.
 - In addition, rates herein are subject to chargeable services, where incurred, and all other rules stipulated in Tariff CN 9000 series, Tariff CN 6400, 6544 and 6580 series, supplements thereto and reissues thereof as provided for in Item 40.
 - Rates apply to the load movement with no charge for the empty car movement.
 - These rates are applicable to all traffic, except as specified in this Tariff, destined to, or originating from, all current and future rail shipping facilities located on BCOL, including any future extensions or modifications, for furtherance via UP.
 - These rates do not apply to traffic originating from facilities located on and served by a CN line of railway and being shipped by motor vehicle to a reload facility located on BCOL for subsequent furtherance via UP. Reload and/or Transload Facilities shall mean facilities other than production facilities, automotive or intermodal facilities, or team tracks where freight is transferred from one mode to another. Rates are not applicable to dimensional loads, articulated cars or to other traffic that requires special handling.
 - A surcharge of \$650 will be applied to all Dangerous Goods shipments regulated under the Canadian Transportation of Dangerous Goods Regulations (commodities with STCC code series 4800000 and 4900000).
 - A discount of \$225 will be applied to shipper privately owned equipment and for which no car-hire or mileage charges are applicable.
 - The rates will be adjusted annually, with the first adjustment to be made on July 1, 2005, based on the variance between the last quarterly available RCAF-A Index versus the RCAF-A Index for the same quarter of the previous year. Indexation adjustments will be rounded to the nearest dollar. At no time will the rates be adjusted to amounts lower than the initial rates shown in item 1050000. For example: For a \$100 rate at year 1, if the RCAF-A Index produces a 1% reduction for year 2 and 3, and a 1% increase for year 4, the rate will remain at \$100 (the floor level) for year 2 and 3, and will be adjusted to \$101 at year 4. Conversely, if RCAF-A Index produces a 1% increase for year 2 and 3, and a 1% reduction at year 4, the \$100 starting rate will be \$101 at year 2, \$102 at year 3 and \$101 at year 4.
 - The discount factor for private car supply in Item 1050000 will be adjusted annually, with the first adjustment to be made on July 1, 2005. This discount will be adjusted by the year over year percentage increase or decrease in the RCAF – A Index calculated as per the previous note.
 - The surcharge for dangerous goods in Item 1050000 will be adjusted annually, with the first adjustment to be made on July 1, 2005. This surcharge will be adjusted by the year over year percentage increase or decrease in the Consumer Price Index – All Items as published by Statistics Canada in Table 1 of Catalog 62-001. For clarity, the arithmetical average of the last 12 months available will be divided by the arithmetical average of the previous 12 months period.
 - If future industry innovations allow car loadings in excess of 120 tons per car, CN will then publish a new weight category for cars with net weight over 120 tons by extrapolating from the rates in place for the lower weight categories.
 - (3) Line infrastructure not graded for 286,000 lbs between Chetwynd, BC and Fort Nelson, BC.

Definitions

- A - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 66 TONS.
- B - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 85 TONS.
- C - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 105 TONS.
- D - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 120 TONS.

Origin	Destination	A	B	C	D
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CANADIAN NATIONAL

TARIFF CN ??????-AA

**Effective July XX, 2004.
Expires with CN lease termination.**

**Item No: 1090000-AA
Item Pages: 2**

Origin	Destination	A	B	C	D
BC BEATTON	BC NORTH VANCOUVER	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC BLUE HILLS	BC NORTH VANCOUVER	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC BUICK	BC NORTH VANCOUVER	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC EKWAN	BC NORTH VANCOUVER	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC ELLEH	BC NORTH VANCOUVER	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC FONTAS	BC NORTH VANCOUVER	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC FT NELSON	BC NORTH VANCOUVER	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC GUTAH	BC NORTH VANCOUVER	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC KLUA	BC NORTH VANCOUVER	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC MURDALE	BC NORTH VANCOUVER	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC NEEDLEY	BC NORTH VANCOUVER	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC NITEAL	BC NORTH VANCOUVER	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC SIKANNI	BC NORTH VANCOUVER	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC SILVER LAKE	BC NORTH VANCOUVER	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC TAMARACK	BC NORTH VANCOUVER	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC ZEKE	BC NORTH VANCOUVER	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A



CANADIAN NATIONAL

TARIFF CN ??????-AA

Effective July XX, 2004.
Expires with CN lease termination.

Item No: 1150000-AA
Item Pages: 2

Conditions Applicable Against All Traffic

Commodity(ies) : All Commodities.

STCC Number(s) :

Route(s) : CN 0: CN

Charge(s) : PER CAR

- Note(s) :
- Price applies in Canadian funds.
 - In addition, rates herein are subject to chargeable services, where incurred, and all other rules stipulated in Tariff CN 9000 series, Tariff CN 6400, 6544 and 6580 series, supplements thereto and reissues thereof as provided for in Item 40.
 - Rates apply to the load movement with no charge for the empty car movement.
 - These rates are applicable to all traffic, except as specified in this Tariff, destined to, or originating from, all current and future rail shipping facilities located on BCOL, including any future extensions or modifications, for furtherance via UP.
 - These rates do not apply to traffic originating from facilities located on and served by a CN line of railway and being shipped by motor vehicle to a reload facility located on BCOL for subsequent furtherance via UP. Reload and/or Transload Facilities shall mean facilities other than production facilities, automotive or intermodal facilities, or team tracks where freight is transferred from one mode to another. Rates are not applicable to dimensional loads, articulated cars or to other traffic that requires special handling.
 - A surcharge of \$650 will be applied to all Dangerous Goods shipments regulated under the Canadian Transportation of Dangerous Goods Regulations (commodities with STCC code series 4800000 and 4900000).
 - A discount of \$225 will be applied to shipper privately owned equipment and for which no car-hire or mileage charges are applicable.
 - The rates will be adjusted annually, with the first adjustment to be made on July 1, 2005, based on the variance between the last quarterly available RCAF-A Index versus the RCAF-A Index for the same quarter of the previous year. Indexation adjustments will be rounded to the nearest dollar. At no time will the rates be adjusted to amounts lower than the initial rates shown in item 1050000. For example: For a \$100 rate at year 1, if the RCAF-A Index produces a 1% reduction for year 2 and 3, and a 1% increase for year 4, the rate will remain at \$100 (the floor level) for year 2 and 3, and will be adjusted to \$101 at year 4. Conversely, if RCAF-A Index produces a 1% increase for year 2 and 3, and a 1% reduction at year 4, the \$100 starting rate will be \$101 at year 2, \$102 at year 3 and \$101 at year 4.
 - The discount factor for private car supply in Item 1050000 will be adjusted annually, with the first adjustment to be made on July 1, 2005. This discount will be adjusted by the year over year percentage increase or decrease in the RCAF - A Index calculated as per the previous note.
 - The surcharge for dangerous goods in Item 1050000 will be adjusted annually, with the first adjustment to be made on July 1, 2005. This surcharge will be adjusted by the year over year percentage increase or decrease in the Consumer Price Index - All Items as published by Statistics Canada in Table 1 of Catalog 62-001. For clarity, the arithmetical average of the last 12 months available will be divided by the arithmetical average of the previous 12 months period.
 - If future industry innovations allow car loadings in excess of 120 tons per car, CN will then publish a new weight category for cars with net weight over 120 tons by extrapolating from the rates in place for the lower weight categories.

Definitions

- A - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 66 TONS.
- B - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 85 TONS.
- C - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 105 TONS.
- D - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 120 TONS.

Origin	Destination	A	B	C	D
BC NORTH VANCOUVER	BC BIRKEN	\$ 693	\$ 717	\$ 766	\$ 815



CANADIAN NATIONAL

TARIFF CN ??????-AA

Effective July XX, 2004.
Expires with CN lease termination.

Item No: 115000-AA
Item Pages: 2

Origin	Destination	A	B	C	D
BC NORTH VANCOUVER	BC BRITANNIA	\$ 693	\$ 717	\$ 766	\$ 815
BC NORTH VANCOUVER	BC BRUNSWICK	\$ 693	\$ 717	\$ 766	\$ 815
BC NORTH VANCOUVER	BC CHEAKAMUS	\$ 693	\$ 717	\$ 766	\$ 815
BC NORTH VANCOUVER	BC CREEKSIDE	\$ 693	\$ 717	\$ 766	\$ 815
BC NORTH VANCOUVER	BC DARCY	\$ 693	\$ 717	\$ 766	\$ 815
BC NORTH VANCOUVER	BC GARIBALDI	\$ 693	\$ 717	\$ 766	\$ 815
BC NORTH VANCOUVER	BC GATES	\$ 693	\$ 717	\$ 766	\$ 815
BC NORTH VANCOUVER	BC HORSESHOE BAY	\$ 693	\$ 717	\$ 766	\$ 815
BC NORTH VANCOUVER	BC MARNE	\$ 693	\$ 717	\$ 766	\$ 815
BC NORTH VANCOUVER	BC MONS	\$ 693	\$ 717	\$ 766	\$ 815
BC NORTH VANCOUVER	BC MOUNT CURRIE	\$ 693	\$ 717	\$ 766	\$ 815
BC NORTH VANCOUVER	BC PEMBERTON	\$ 693	\$ 717	\$ 766	\$ 815
BC NORTH VANCOUVER	BC PORTEAU	\$ 693	\$ 717	\$ 766	\$ 815
BC NORTH VANCOUVER	BC RETASKIT	\$ 693	\$ 717	\$ 766	\$ 815
BC NORTH VANCOUVER	BC SEATON	\$ 693	\$ 717	\$ 766	\$ 815
BC NORTH VANCOUVER	BC SHALALTH	\$ 693	\$ 717	\$ 766	\$ 815
BC NORTH VANCOUVER	BC SPETCH	\$ 693	\$ 717	\$ 766	\$ 815
BC NORTH VANCOUVER	BC SQUAMISH	\$ 693	\$ 717	\$ 766	\$ 815
BC NORTH VANCOUVER	BC SQUAMISH DCK	\$ 693	\$ 717	\$ 766	\$ 815
BC NORTH VANCOUVER	BC TISDALL	\$ 693	\$ 717	\$ 766	\$ 815
BC NORTH VANCOUVER	BC WEDGE	\$ 693	\$ 717	\$ 766	\$ 815
BC NORTH VANCOUVER	BC WHISTLER	\$ 693	\$ 717	\$ 766	\$ 815



CANADIAN NATIONAL

TARIFF CN ??????-AA

**Effective July XX, 2004.
Expires with CN lease termination.**

**Item No: 116000-AA
Item Pages: 2**

Conditions Applicable Against All Traffic

Commodity(ies) : All Commodities.

STCC Number(s) :

Route(s) : CN 0: CN

Charge(s) : PER CAR

- Note(s) :
- Price applies in Canadian funds.
 - In addition, rates herein are subject to chargeable services, where incurred, and all other rules stipulated in Tariff CN 9000 series, Tariff CN 6400, 6544 and 6580 series, supplements thereto and reissues thereof as provided for in Item 40.
 - Rates apply to the load movement with no charge for the empty car movement.
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 - A discount of \$225 will be applied to shipper privately owned equipment and for which no car-hire or mileage charges are applicable.
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 - The discount factor for private car supply in Item 1050000 will be adjusted annually, with the first adjustment to be made on July 1, 2005. This discount will be adjusted by the year over year percentage increase or decrease in the RCAF - A Index calculated as per the previous note.
 - The surcharge for dangerous goods in Item 1050000 will be adjusted annually, with the first adjustment to be made on July 1, 2005. This surcharge will be adjusted by the year over year percentage increase or decrease in the Consumer Price Index - All Items as published by Statistics Canada in Table 1 of Catalog 62-001. For clarity, the arithmetical average of the last 12 months available will be divided by the arithmetical average of the previous 12 months period.
 - If future industry innovations allow car loadings in excess of 120 tons per car, CN will then publish a new weight category for cars with net weight over 120 tons by extrapolating from the rates in place for the lower weight categories.

Definitions

- A - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 66 TONS.
- B - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 85 TONS.
- C - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 105 TONS.
- D - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 120 TONS.

Origin	Destination	A	B	C	D
BC NORTH VANCOUVER	BC CANIM	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905



CANADIAN NATIONAL

TARIFF CN ??????-AA

**Effective July XX, 2004.
Expires with CN lease termination.**

**Item No: 116000-AA
Item Pages: 2**

Origin	Destination	A	B	C	D
BC NORTH VANCOUVER	BC CHASM	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC NORTH VANCOUVER	BC CLINTON	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC NORTH VANCOUVER	BC ENTERPRISE	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC NORTH VANCOUVER	BC EXETER	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC NORTH VANCOUVER	BC FLYING U	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC NORTH VANCOUVER	BC FOUNTAIN	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC NORTH VANCOUVER	BC GLENFRASER	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC NORTH VANCOUVER	BC GRAHAM	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC NORTH VANCOUVER	BC KELLY LAKE	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC NORTH VANCOUVER	BC KOSTER	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC NORTH VANCOUVER	BC LAC LA HACHE	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC NORTH VANCOUVER	BC LILLOOET	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC NORTH VANCOUVER	BC LIME	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC NORTH VANCOUVER	BC LONE BUTTE	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC NORTH VANCOUVER	BC MORAN	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC NORTH VANCOUVER	BC ONWARD	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC NORTH VANCOUVER	BC PAVILION	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC NORTH VANCOUVER	BC POTTER	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC NORTH VANCOUVER	BC TATTON	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC NORTH VANCOUVER	BC WILLIAMS LAKE	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905
BC NORTH VANCOUVER	BC WRIGHT	\$ 1,227	\$ 1,504	\$ 1,772	\$ 1,905



CANADIAN NATIONAL

TARIFF CN ??????-AA

Effective July XX, 2004.
Expires with CN lease termination.

Item No: 117000-AA
Item Pages: 2

Conditions Applicable Against All Traffic

Commodity(ies) : All Commodities.

STCC Number(s) :

Route(s) : CN 0: CN

Charge(s) : PER CAR

- Note(s) :
- Price applies in Canadian funds.
 - In addition, rates herein are subject to chargeable services, where incurred, and all other rules stipulated in Tariff CN 9000 series, Tariff CN 6400, 6544 and 6580 series, supplements thereto and reissues thereof as provided for in Item 40.
 - Rates apply to the load movement with no charge for the empty car movement.
 - These rates are applicable to all traffic, except as specified in this Tariff, destined to, or originating from, all current and future rail shipping facilities located on BCOL, including any future extensions or modifications, for furtherance via UP.
 - These rates do not apply to traffic originating from facilities located on and served by a CN line of railway and being shipped by motor vehicle to a reload facility located on BCOL for subsequent furtherance via UP. Reload and/or Transload Facilities shall mean facilities other than production facilities, automotive or intermodal facilities, or team tracks where freight is transferred from one mode to another. Rates are not applicable to dimensional loads, articulated cars or to other traffic that requires special handling.
 - A surcharge of \$650 will be applied to all Dangerous Goods shipments regulated under the Canadian Transportation of Dangerous Goods Regulations (commodities with STCC code series 4800000 and 4900000).
 - A discount of \$225 will be applied to shipper privately owned equipment and for which no car-hire or mileage charges are applicable.
 - The rates will be adjusted annually, with the first adjustment to be made on July 1, 2005, based on the variance between the last quarterly available RCAF-A Index versus the RCAF-A Index for the same quarter of the previous year. Indexation adjustments will be rounded to the nearest dollar. At no time will the rates be adjusted to amounts lower than the initial rates shown in item 1050000. For example: For a \$100 rate at year 1, if the RCAF-A Index produces a 1% reduction for year 2 and 3, and a 1% increase for year 4, the rate will remain at \$100 (the floor level) for year 2 and 3, and will be adjusted to \$101 at year 4. Conversely, if RCAF-A Index produces a 1% increase for year 2 and 3, and a 1% reduction at year 4, the \$100 starting rate will be \$101 at year 2, \$102 at year 3 and \$101 at year 4.
 - The discount factor for private car supply in Item 1050000 will be adjusted annually, with the first adjustment to be made on July 1, 2005. This discount will be adjusted by the year over year percentage increase or decrease in the RCAF – A Index calculated as per the previous note.
 - The surcharge for dangerous goods in Item 1050000 will be adjusted annually, with the first adjustment to be made on July 1, 2005. This surcharge will be adjusted by the year over year percentage increase or decrease in the Consumer Price Index – All Items as published by Statistics Canada in Table 1 of Catalog 62-001. For clarity, the arithmetical average of the last 12 months available will be divided by the arithmetical average of the previous 12 months period.
 - If future industry innovations allow car loadings in excess of 120 tons per car, CN will then publish a new weight category for cars with net weight over 120 tons by extrapolating from the rates in place for the lower weight categories.
 - (2) Applies only to rail facilities at Prince George located on BCOL

Definitions

- A - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 66 TONS.
- B - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 85 TONS.
- C - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 105 TONS.
- D - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 120 TONS.

Origin	Destination	A	B	C	D
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CANADIAN NATIONAL

TARIFF CN ??????-AA

Effective July XX, 2004.
Expires with CN lease termination.

Item No: 1170000-AA
Item Pages: 2

Origin	Destination	A	B	C	D
BC NORTH VANCOUVER	BC ALEXANDRIA	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC AUSTRALIAN	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC BARLOW	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC BARNEY	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC BRIDGE	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC COLEBANK	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC COTWOOD	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC CRYSDALE	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC DRAGON	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC DUNKLEY	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC FRASERVIEW	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC GIBRALTER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC GREENING	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC HIXON	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC KERSLEY	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC KILLY	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC MACALISTER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC MACKIN	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC MCEWAN	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC ODELL	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC PRINCE GEORGE (2)	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC PRINCE GEORGE JCT	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC QUAW	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC QUESNEL	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC REDROCK	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC SALMON VALLEY	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC SODA CREEK	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC STONER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC TABOR	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC WALKER	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026
BC NORTH VANCOUVER	BC WESTPLY	\$ 1,521	\$ 1,580	\$ 1,886	\$ 2,026



CANADIAN NATIONAL

TARIFF CN ??????-AA

Effective July XX, 2004.
Expires with CN lease termination.

Item No: 1180000-AA
Item Pages: 2

Conditions Applicable Against All Traffic

Commodity(ies) : All Commodities.

STCC Number(s) :

Route(s) : CN 0: CN

Charge(s) : PER CAR

- Note(s) :
- Price applies in Canadian funds.
 - In addition, rates herein are subject to chargeable services, where incurred, and all other rules stipulated in Tariff CN 9000 series, Tariff CN 6400, 6544 and 6580 series, supplements thereto and reissues thereof as provided for in Item 40.
 - Rates apply to the load movement with no charge for the empty car movement.
 - These rates are applicable to all traffic, except as specified in this Tariff, destined to, or originating from, all current and future rail shipping facilities located on BCOL, including any future extensions or modifications, for furtherance via UP.
 - These rates do not apply to traffic originating from facilities located on and served by a CN line of railway and being shipped by motor vehicle to a reload facility located on BCOL for subsequent furtherance via UP. Reload and/or Transload Facilities shall mean facilities other than production facilities, automotive or intermodal facilities, or team tracks where freight is transferred from one mode to another. Rates are not applicable to dimensional loads, articulated cars or to other traffic that requires special handling.
 - A surcharge of \$650 will be applied to all Dangerous Goods shipments regulated under the Canadian Transportation of Dangerous Goods Regulations (commodities with STCC code series 4800000 and 4900000).
 - A discount of \$225 will be applied to shipper privately owned equipment and for which no car-hire or mileage charges are applicable.
 - The rates will be adjusted annually, with the first adjustment to be made on July 1, 2005, based on the variance between the last quarterly available RCAF-A Index versus the RCAF-A Index for the same quarter of the previous year. Indexation adjustments will be rounded to the nearest dollar. At no time will the rates be adjusted to amounts lower than the initial rates shown in item 1050000. For example: For a \$100 rate at year 1, if the RCAF-A Index produces a 1% reduction for year 2 and 3, and a 1% increase for year 4, the rate will remain at \$100 (the floor level) for year 2 and 3, and will be adjusted to \$101 at year 4. Conversely, if RCAF-A Index produces a 1% increase for year 2 and 3, and a 1% reduction at year 4, the \$100 starting rate will be \$101 at year 2, \$102 at year 3 and \$101 at year 4.
 - The discount factor for private car supply in Item 1050000 will be adjusted annually, with the first adjustment to be made on July 1, 2005. This discount will be adjusted by the year over year percentage increase or decrease in the RCAF - A Index calculated as per the previous note.
 - The surcharge for dangerous goods in Item 1050000 will be adjusted annually, with the first adjustment to be made on July 1, 2005. This surcharge will be adjusted by the year over year percentage increase or decrease in the Consumer Price Index - All Items as published by Statistics Canada in Table 1 of Catalog 62-001. For clarity, the arithmetical average of the last 12 months available will be divided by the arithmetical average of the previous 12 months period.
 - If future industry innovations allow car loadings in excess of 120 tons per car, CN will then publish a new weight category for cars with net weight over 120 tons by extrapolating from the rates in place for the lower weight categories.
 - (2) Applies only to customer facilities at Dawson Creek located on BCOL.
 - (3) Line infrastructure not graded for 286,000 lbs.

Definitions

- A - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 66 TONS.
- B - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 85 TONS.
- C - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 105 TONS.
- D - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 120 TONS.



CANADIAN NATIONAL

TARIFF CN ??????-AA

Effective July XX, 2004.
Expires with CN lease termination.

Item No: 118000-AA
Item Pages: 2

Origin	Destination	A	B	C	D
BC NORTH VANCOUVER	BC AZOUZETTA	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC NORTH VANCOUVER	BC BALDONNEL	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC BLUFF	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC BOND	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC BULKLEY HOUSE	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC CARP	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC CASWELL	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC NORTH VANCOUVER	BC CHETWYND	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC NORTH VANCOUVER	BC CONNELLY	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC DAWSON CREEK (2)	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC DOKIE	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC NORTH VANCOUVER	BC DRIFTWOOD	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC FALLS	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC NORTH VANCOUVER	BC FOSS	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC FT ST JAMES	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC FT ST JOHN	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC GARBITT	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC NORTH VANCOUVER	BC GROUNDBIRCH	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC HODDA	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC NORTH VANCOUVER	BC HULCROSS	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC NORTH VANCOUVER	BC KENNEDY	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC NORTH VANCOUVER	BC KISKATINAW	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC LEMORAY	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC NORTH VANCOUVER	BC LEO CREEK	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC LIERSCH	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC LOVELL	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC MACKENZIE	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC MCINTYRE	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC NORTH VANCOUVER	BC MERTON	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC MINARET	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC MOSQUE	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC NATION	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC PERRY	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC PINESUL	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC NORTH VANCOUVER	BC PROGRESS	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC SEPTIMUS	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC SLOANE	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC SUNDANCE	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC TACHEEDA	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC NORTH VANCOUVER	BC TACHIE	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC TAKLA	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC TAYLOR	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC TEKO	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC TETANA	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC TREMBLAY	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC TREMBLEUR	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC URQUHART	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC WABI	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A
BC NORTH VANCOUVER	BC WAKELY	\$ 1,957	\$ 2,136	\$ 2,489	\$ 2,671
BC NORTH VANCOUVER	BC WORTH	\$ 1,957	\$ 2,136	\$ 2,489	(3) N/A



CANADIAN NATIONAL

TARIFF CN ??????-AA

**Effective July XX, 2004.
Expires with CN lease termination.**

**Item No: 119000-AA
Item Pages: 2**

Conditions Applicable Against All Traffic

Commodity(ies) : All Commodities.

STCC Number(s) :

Route(s) : CN 0: CN

Charge(s) : PER CAR

- Note(s) :
- Price applies in Canadian funds.
 - In addition, rates herein are subject to chargeable services, where incurred, and all other rules stipulated in Tariff CN 9000 series, Tariff CN 6400, 6544 and 6580 series, supplements thereto and reissues thereof as provided for in Item 40.
 - Rates apply to the load movement with no charge for the empty car movement.
 - These rates are applicable to all traffic, except as specified in this Tariff, destined to, or originating from, all current and future rail shipping facilities located on BCOL, including any future extensions or modifications, for furtherance via UP.
 - These rates do not apply to traffic originating from facilities located on and served by a CN line of railway and being shipped by motor vehicle to a reload facility located on BCOL for subsequent furtherance via UP. Reload and/or Transload Facilities shall mean facilities other than production facilities, automotive or intermodal facilities, or team tracks where freight is transferred from one mode to another. Rates are not applicable to dimensional loads, articulated cars or to other traffic that requires special handling.
 - A surcharge of \$650 will be applied to all Dangerous Goods shipments regulated under the Canadian Transportation of Dangerous Goods Regulations (commodities with STCC code series 4800000 and 4900000).
 - A discount of \$225 will be applied to shipper privately owned equipment and for which no car-hire or mileage charges are applicable.
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 - The discount factor for private car supply in Item 1050000 will be adjusted annually, with the first adjustment to be made on July 1, 2005. This discount will be adjusted by the year over year percentage increase or decrease in the RCAF - A Index calculated as per the previous note.
 - The surcharge for dangerous goods in Item 1050000 will be adjusted annually, with the first adjustment to be made on July 1, 2005. This surcharge will be adjusted by the year over year percentage increase or decrease in the Consumer Price Index - All Items as published by Statistics Canada in Table 1 of Catalog 62-001. For clarity, the arithmetical average of the last 12 months available will be divided by the arithmetical average of the previous 12 months period.
 - If future industry innovations allow car loadings in excess of 120 tons per car, CN will then publish a new weight category for cars with net weight over 120 tons by extrapolating from the rates in place for the lower weight categories.
 - (3) Line infrastructure not graded for 286,000 lbs between Chetwynd, BC and Fort Nelson, BC.

Definitions

- A - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 66 TONS.
- B - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 85 TONS.
- C - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 105 TONS.
- D - APPLICABLE FOR CARS WITH ACTUAL LOAD WEIGHT < 120 TONS.

Origin	Destination	A	B	C	D
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CANADIAN NATIONAL

TARIFF CN ??????-AA

Effective July XX, 2004.
Expires with CN lease termination.

Item No: 1190000-AA
Item Pages: 2

Origin	Destination	A	B	C	D
BC NORTH VANCOUVER	BC BEATTON	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC NORTH VANCOUVER	BC BLUE HILLS	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC NORTH VANCOUVER	BC BUICK	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC NORTH VANCOUVER	BC EKWAN	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC NORTH VANCOUVER	BC ELLEH	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC NORTH VANCOUVER	BC FONTAS	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC NORTH VANCOUVER	BC FT NELSON	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC NORTH VANCOUVER	BC GUTAH	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC NORTH VANCOUVER	BC KLUA	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC NORTH VANCOUVER	BC MURDALE	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC NORTH VANCOUVER	BC NEEDLEY	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC NORTH VANCOUVER	BC NITEAL	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC NORTH VANCOUVER	BC SIKANNI	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC NORTH VANCOUVER	BC SILVER LAKE	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC NORTH VANCOUVER	BC TAMARACK	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A
BC NORTH VANCOUVER	BC ZEKE	\$ 2,716	\$ 2,896	\$ 3,267	(3) N/A

SCHEDULE C
CERTIFICATE OF FITNESS

Office
des transports
du Canada



Canadian
Transportation
Agency

Date: 2004 -03- 15

Certificat n°
Certificate No. 97001-1

Certificat d'aptitude délivré à

Certificate of fitness issued to

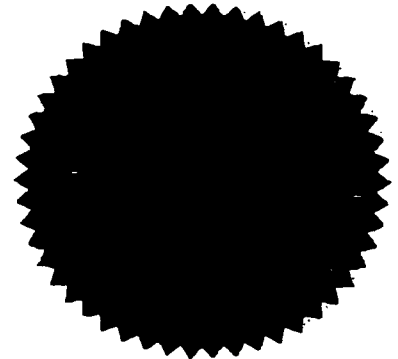
**Canadian National Railway Company/
Compagnie des chemins de fer nationaux du Canada**

par l'Office des transports du Canada conformément à l'alinéa 93(1)c) de la *Loi sur les transports au Canada*, L.C. (1996), ch. 10, permettant à la Compagnie des chemins de fer nationaux du Canada et à toutes ses filiales, détenues en propriété exclusive ou non, lesquelles sont énoncées en annexe, d'exploiter ou de construire des chemins de fer au Canada.

by the Canadian Transportation Agency pursuant to paragraph 93(1)(c) of the *Canada Transportation Act*, S.C., 1996, c. 10 which permits the Canadian National Railway Company and all of its subsidiaries, wholly-owned or not, as set out in the Appendix, to operate or construct railways in Canada.


par le Secrétaire
Office des transports du Canada

for Secretary
Canadian Transportation Agency



Canada

Annexe

Appendix

Compagnie des chemins de fer nationaux du Canada

Canadian National Railway Company

Propriétés ferroviaires du Canadien National Inc.

Canadian National Railway Properties Inc.

Compagnie du chemin de fer de Québec et du Lac St-Jean

Quebec and Lake Saint John Railway Company

Compagnie canadienne du chemin de fer du Nord québécois

Canadian Northern Quebec Railway Company

St. Clair Tunnel Company

St. Clair Tunnel Company

Compagnie du complexe ferroviaire Shawinigan

Shawinigan Terminal Railway Company

Canada Southern Railway Company

Canada Southern Railway Company

Ecorail Ltd.

Ecorail Ltd.

BC Rail Ltd.

BC Rail Ltd.



**SCHEDULE D
OTHER AGREEMENTS**

- Service Improvement Undertaking
- Open Gateway Tariffs

**SCHEDULE E
TWENTY-FIVE MILE RATE GROUPS**

Peace River Area Origination Points to VC

CN Mainline Origination Points to VC

25 Mile Rate Group	ORIGIN		Mileage to VC	ORIGIN		Mileage to VC
725-750				STONY PLAIN	AB	742.7
751-775	ALBRIGHT*	AB	767.2	ACHESON	AB	751.5
	HYTHE*		763.1	EDMONTON	AB	766.8
776-800	GRANDE PRAIRIE	AB	798.4	STURGEON	AB	780.2
	WEMBLEY*	AB	786.0	BEAMER	AB	789.6
	DIMSDALE*	AB	792.6	FT SASKATCHEWAN	AB	791.7
				GAUDIN	AB	792.6
801-825	CLAIRMONT	AB	804.9	LAMONT	AB	802.1
	SEXSMITH	AB	811.9	RYLEY	AB	815.4
				MUNDARE	AB	823.6
				HOLDEN	AB	824.2
826-850	WOKING	AB	835.2	VEGREVILLE	AB	836.6
	RYCROFT	AB	847.9	VIKING	AB	845.6
				LAVOY	AB	846.3
851-875	SPIRIT RIVER	AB	852.8	IRMA	AB	872.4
	WANHAM	AB	865			
876-900				VERMILION	AB	894
901-925	GIROUXVILLE	AB	920.5	CHAUVIN	AB	923.2
926-950	FALHER	AB	926.6	LLOYDMINSTER	SK	934.5
	DONNELLY	AB	929.8	MARSHALL	SK	946.3
	McLENNAN	AB	938.3			
951-975	KINUSO	AB	953.2	MAIDSTONE	SK	969
	RENO	AB	960.6	UNITY	SK	972.2
	HIGH PRAIRIE	AB	966			
	NAMPA	AB	967.2			
976-1000	JUDAH	AB	978.3	SCOTT	SK	987.4
	PEACE RIVER	AB	985.3			
1001-1025	GRIMSHAW	AB	1001.7	LANDIS	SK	1007.5
				NORTH BATTLEFORD	SK	1018.9
				BRADA	SK	1025
1026-1050				BIGGAR	SK	1030.1
1051-1075	MANNING	AB	1052.6	RADISSON	SK	1062.7
	HOTCHKISS	AB	1066.4			
1076-1100	HAWK HILLS	AB	1081.4	SASKATOON	SK	1085.8
				CLAVET	SK	1100
1101-1125	KEG RIVER	AB	1125.6	ALLAN	SK	1118.6
1126-1150				WATROUS	SK	1148.4
1151-1175				DIXON	SK	1162
				HUMBOLDT	SK	1166.6
				NOKOMIS	SK	1171.2
1176-1200	HIGH LEVEL	AB	1180.2	SEMANS	SK	1185.2
				BOOTH	SK	1190.1
				RAYMORE	SK	1194.5

* denotes Post-Transaction mileage.