

JOINT STATEMENT OF UNDERSTANDINGS REGARDING THE PROPOSED CREATE PROJECT

PREAMBLE

The Chicago Regional Environmental and Transportation Efficiency Project (**CREATE**) (the Project) is a joint effort of (i) the Association of American Railroads (AAR), acting for and on behalf of The Burlington Northern and Santa Fe Railway Company (BNSF), Canadian National Railway Company (CN), Canadian Pacific Railway Company (CP), CSX Transportation, Inc. (CSX), Norfolk Southern Railway Company (NS), Union Pacific Railroad Company (UP), and Commuter Rail Division of the Regional Transportation Authority (Metra), (ii) the Illinois Department of Transportation (IDOT); and (iii) the Chicago Department of Transportation (CDOT) (AAR, IDOT and CDOT are referred to collectively as the “Stakeholders”), to restructure, modernize and expand the freight and passenger rail facilities and highway grade separations in the Chicago metropolitan area (the “Region”) while reducing the environmental and social impacts of rail operations on the general public. The National Railroad Passenger Corporation (Amtrak) has been consulted in connection with the Project and may subsequently join in this effort, if it chooses to do so, on terms mutually agreeable to it and the parties hereto.

The Stakeholders recognize that the Region, as a place in the nation where six of the seven Class 1 freight railroads converge, is the predominant rail transportation hub of the United States. Nearly a quarter of the nation’s rail shipments move to or through the Region. The Region’s rail traffic (freight and passenger, including commuter) and highway traffic (commercial and personal) are all estimated to increase substantially in the future.

Over the past five years, the railroad industry has spent over \$1.2 billion benefiting the Region for capital replacement and infrastructure improvements. Further, with the creation of the

Chicago Transportation Coordination Office (CTCO) and subsequent improvements in train planning and communications, the time required to move freight across the Region has improved significantly. However, to further improve velocity and to accommodate the growing demands placed upon it, including increasing intermodal traffic, railroad infrastructure in the Region must be enhanced. Expanded rail capacity will also remove the growth pressure on further highway improvements.

Freight transportation efficiency in the Region has a ripple effect on the movement of goods throughout the United States, into Canada and Mexico, and to other international destinations. Much of the traffic handled in Chicago moves to or from the Nation's coasts, including to or from every major seaport in the USA and Canada. Capacity and efficiency improvements in the Region are vital to both economic and security interests of the USA and, due to greatly increased international flows under NAFTA, also to the rest of the continent.

Chicago's growing passenger rail service is an integral part of the Region's and the nation's transportation services. It benefits the community by removing automobile traffic from roadways and, by virtue of removing automobile traffic, reducing automobile emissions. This, in turn, reduces air pollution across the metropolitan area. Existing at-grade rail crossings diminish the reliability, capacity, and growth capabilities of commuter and intercity passenger rail lines, especially on the south and southwest parts of the Region. The Project's proposed rail-over-rail grade separations will enable service to be added to these lines, improving reliability and reducing travel times. Proposed grade crossing improvements and rail/rail and rail/road grade separations also will improve safety.

The Project will include the development of five rail transportation corridors (the "Corridors"), as depicted in the drawing attached hereto as Exhibit A. Four of the Corridors (the Central

Corridor, the Beltway Corridor, the Western Avenue Corridor, and the East-West Corridor) will be primarily for handling freight traffic in the Chicago metropolitan area. The Passenger Express Corridor will be primarily for handling commuter and interstate passenger traffic. The individual components (the "Components") included in the Project are set out in the book entitled 'CREATE: Chicago Region Environmental And Transportation Efficiency Project,' dated June 6, 2003 (the "Plan"), which is incorporated herein by reference. The development of the Corridors will include the upgrading of existing track structure, the double-tracking or triple-tracking of certain lines, the construction of grade separations and flyovers, the installation of new or improved signaling, and various other additions and improvements totaling approximately 70 discrete projects within the Corridors. The Project also will include certain improvements (e.g., grade separation projects) on existing rail lines outside the Corridors.

This document is a Joint Statement of Understandings agreed upon by the Stakeholders as a basis for seeking funding for the Project.

I. Objectives

The Project has the following overall objectives:

1. To improve safety at proposed grade-separated locations and in rail operations;
2. To eliminate or to reduce many points of direct conflict between rail Corridors and the Region's street and highway network, by grade-separating the crossing points, and reducing conflicts at other crossing points by improving the velocity and flow of rail traffic;

3. To eliminate points of conflict between rail corridors, especially among the five principal Corridors, reducing congestion, delays, and adverse social and environmental impacts resulting from current inefficiencies, with points where Metra and Amtrak service are restricted by freight operations addressed in the Project by rail-over-rail grade separations;
4. To reduce fuel consumption by, and emissions from, both locomotives and waiting autos and trucks;
5. To limit the growth of traffic congestion on the Region's highways;
6. To reroute rail freight and intercity passenger operations off the rail corridor known as the St. Charles Airline, thereby reducing impacts of rail operations on the south lakefront and providing additional acreage for open space and other land uses;
7. To modernize and increase the capacity of rail facilities (track, signals, bridges, and yards) to more efficiently handle today's rail traffic and to meet the demands of future traffic increases;
8. To connect the Corridors to each other more effectively and to foster the smooth and efficient flow of goods and people within and through the Region, as well as to and from other parts of the United States, including international traffic moving through the country's major ports; and
9. To generally improve the efficiency and reliability of the Corridors to better serve national security.

II. Terms and Conditions

The Project is subject to the following overall Terms and Conditions, and the Stakeholders agree to pursue federal, state, local and private funding (in addition to the Railroads' funds)

("Additional Funding") on the basis of such Terms and Conditions:

1. The individual railroad members of AAR participating in the Project are BN, CN, CP, CSX, NS, UP, Metra, and Amtrak if it chooses to participate on mutually acceptable terms (collectively, the Participating Railroads). It is anticipated that the proposed Corridor construction will generally be on property owned by the Participating Railroads and the Switching Railroad subsidiaries of some of them, namely The Belt Railway Company of Chicago, the Baltimore & Ohio Chicago Terminal, and the Indiana Harbor Belt Railroad. The Participating Railroads agree to cause such Switching Railroads to take such actions as may be required to implement the Project on the terms set forth herein. In some instances the Project will require that third-party properties be acquired for the Project. The Participating Railroads and Amtrak will be the principal users of the Project lines.
2. The City of Chicago will participate in the Project through its Department of Transportation (CDOT), as will the State of Illinois through the Illinois Department of Transportation (IDOT).
3. In order to coordinate the Project and to assure compliance with governmental requirements, there will be a joint governance structure (Governance Structure), as agreed to by the Stakeholders.

4. The Project will include the construction and/or improvement of numerous individual Components, many of which have independent utility. However, the Project shall constitute one integrated Project that has been designed to foster improved commuter and intercity rail passenger service, improved street traffic fluidity through grade separations and other highway enhancements, a more efficient rail freight transportation system within and through the Region, with improved safety and security. Prior to or during implementation, it is anticipated that refinements in the planned Components will likely be necessary. However, Components shall not be added to or deleted from the Project or materially changed, without the unanimous consent of all Stakeholders. X
5. Although the Participating Railroads will realize substantial benefits as a result of the Project, the general public will achieve the preponderance of the benefits through improved safety, air quality, security, and automobile commuting times, reduced truck congestion, continued growth of the Region's economy, and more efficient movement of rail freight across the nation and to Canada and Mexico and other international destinations. The Stakeholders agree that funding of the Project should be supplied by the various parties hereto in a manner commensurate with the distribution of these and other benefits. They further agree that substantial governmental funding will be necessary to implement the Project. IDOT and CDOT agree that the Project is a high priority for them and commit to seek all necessary funding, and to expend such funding, if obtained, on the Project.

6. The preliminary estimated total cost of the design and construction of the Project is \$1.534 billion. Such estimate, which is based upon conceptual engineering, includes the estimated costs of environmental assessment and remediation, acquisition of third-party properties (or interests therein) required for the Project and relocation costs with respect thereto, and provision for project management, inflation and contingencies. The overall cost estimate will be refined as further information is developed. The Participating Railroads are willing to make a capital contribution over the construction period in an amount which reflects the benefits (as determined by the Participating Railroads and agreed to by CDOT and IDOT prior to the execution of this Joint Statement) they are expected to receive from the Project. Except as provided in paragraph 7 of this Section II, the parties hereto agree that the Participating Railroads' direct monetary contribution to the Project shall be \$232 million (Railroad Financial Contribution) based upon the agreement by the parties hereto as to the value of the expected benefits to the Participating Railroads. Except as provided in Section IV hereof, the Railroad Financial Contribution to the Project shall be contingent upon a binding commitment that establishes the availability, on terms and conditions satisfactory to the Participating Railroads, of all Additional Funding and of third-party properties necessary to complete the entire Project. If such commitment cannot be obtained by the targeted date for commencement of construction of the Project, changes in these Terms and Conditions, including changes in the timing for funding the Railroad Financial Contribution and Component sequencing, satisfactory to all the Stakeholders, would be required for the Project to proceed. Additional Funding sources satisfactory to the Participating Railroads sufficient to

pay for the balance of the then-current estimated project cost must be secured in order for the Railroads to be obligated to make the Railroad Financial Contribution. The Participating Railroads voluntarily are committing to contribute the Railroad Financial Contribution during Component construction for the benefits they will receive during the life of the Project, and they will own and maintain the railroad infrastructure Components once completed. Accordingly, it is the understanding of the parties hereto that the Railroad Financial Contribution to the Project shall be limited as stated above. Furthermore, the parties hereto do not intend that there be special user fees, taxes or other similar assessments targeted toward the Participating Railroads or their customers for the purpose of funding the publicly funded portion of the Project.

7. Since the Railroad Funding Contribution is limited to \$232 million, any increases in the estimated project cost developed as the result of final engineering and refining the estimated cost must be funded from Additional Funding; provided, however, that during the construction phase, the party having responsibility for construction of each Component as indicated on Exhibit B will be responsible for the on-budget and on-time completion of such Component in accordance with the plans and cost estimates based on final engineering, subject to events beyond the control of such party, including reasonably unforeseeable site conditions and *force majeure*. Additionally, an event beyond the control of such party would occur when the lowest responsive and responsible public bid for a rail-to-rail grade separation project Component is above the final engineering estimate; provided, however, that the responsible party will, at the direction of the Stakeholders, use reasonable efforts to redesign the Component and/or to seek

X

different assumptions reasonably acceptable to all Stakeholders that are incorporated into the design or staging of that Component. To the extent possible under applicable funding, savings on any Component (including unused contingency reserves), except on rail infrastructure Components of CN, may be used to offset overruns on other Components, such savings being first applied to Components in the same category (i.e., Railroad Components, Metra Components, and Public Components, all as further described in Exhibit B, which shall each constitute separate categories), and then subject to the approval of all the Stakeholders across such categories of Components. Because CN is the only Participating Railroad vacating its current route through Chicago and constructing a new route, CN savings, if any, on anticipated expenditures for rails, ties, ballast, signals, and related items on any of its rail infrastructure Components along the new Central Corridor route may be used only to offset overruns on such items on other rail infrastructure Components along the Central Corridor, and not for any other Project Component of any category. It is believed that the estimated Project cost includes sufficient contingencies to cover reasonably unforeseeable conditions, including *force majeure*. However, in the event of a cost overrun as the result of events beyond the control of the responsible party, including reasonably unforeseeable site conditions and *force majeure* that exceeds such contingencies, additional funding from sources other than the Participating Railroads will be required.

8. The Stakeholders note that the success of the Project will be dependent upon public support, and agree to work cooperatively with each other, and with the appropriate federal, state, and regional officials, especially the other affected local

governmental entities of the Region, to develop broad support for the Project.
CDOT and IDOT shall take the lead in developing such public support.

9. To the extent that properties belonging to third parties need to be acquired (temporarily or permanently) in order to permit construction of the Project, CDOT and IDOT will take the lead in acquiring, and will acquire, such property (or interests therein), by voluntary transaction, condemnation or otherwise. All costs associated with such acquisition (including, without limitation, costs of land acquisition, permitting, environmental mitigation, and any relocation assistance) will be treated as costs of the Project. Notwithstanding the foregoing, if any Participating Railroad is liable for environmental mitigation of a pre-existing environmental condition on any such property, such Railroad shall be required to pay for such mitigation to the extent that it would be liable therefor in the absence of the Project; provided, however, that any additional mitigation costs resulting from the specific Project requirements or the Project construction shall be a Project cost. All such properties (or such interests) needed for highway-rail grade separation shall be retained by or transferred to the appropriate public entity. Any property (or such interests) so acquired that is needed for railroad rights-of-way or facilities shall be conveyed to the Participating Railroad(s) or Switching Railroad that owns or controls such Corridor segment, subject to appropriate easements and other customary conditions and restrictions for publicly-owned highways and bridges, as a capital contribution to the Project (in addition to the Additional Funding). The Participating Railroads will convey to the public agency owning any highway or bridge, as a capital contribution to the Project (in addition to the Railroad Financial Contribution), appropriate rights, including easements or other

property interests (subject to appropriate easements for Railroad access and other customary conditions and restrictions) in any Railroad property required for any project, highway or bridge that is to be publicly owned.

10. CDOT and IDOT shall also take the lead, with Participating Railroad assistance, in obtaining necessary environmental or regulatory approvals, and in performing any necessary environmental mitigation, as a cost of the Project. Notwithstanding the foregoing, if any Participating Railroad is liable for environmental mitigation of a pre-existing environmental condition on any property owned or controlled by a party hereto that is to be used for the Project, such Railroad shall be required to pay for such mitigation to the extent that it would be liable therefor in the absence of the Project; provided, however, that any additional mitigation costs resulting from the specific Project requirements or the Project construction shall be a Project cost. The Participating Railroads shall jointly or individually obtain any regulatory approvals needed from the Surface Transportation Board.
11. In accordance with the agreed Governance Structure, the Participating Railroads will be responsible for the design, construction and/or implementation of all Railroad Components, Metra will be responsible for design, construction and/or implementation of all Metra Components, and IDOT or CDOT (or their designees) will be responsible for the design and construction of all Public Components. After completion of construction, each Component shall become the property of the party that owns or controls (via easement or otherwise) substantially all of the property on which it is constructed or installed, with the public highway portions or grade crossing safety overpasses of each grade

separation owned by the appropriate public body. Each owner shall then be responsible for maintenance, operation, management and dispatch on its property.

12. CDOT and IDOT will be responsible for the Project Component entitled Viaduct Improvement/Grade Crossing Safety Program on Exhibit B hereto, receiving Project Component funding based upon an allocation to be approved by IDOT and CDOT.
13. In each case, the Participating Railroads, IDOT and CDOT shall each be permitted to review the design, construction and/or implementation of the Project Components developed by the other parties, with approvals needed from affected parties. Reviews must be accomplished in a reasonable amount of time, as determined by the Stakeholders, and approvals shall not be unreasonably withheld. In each case, the party responsible for construction shall ensure that construction does not unreasonably impair traffic flows, whether by highway or rail.
14. Sequencing of the Components shall be approximately as indicated on Exhibit C hereto, subject to such changes as may be agreed to by all the Stakeholders.
15. The Stakeholders acknowledge CN's need to access the CWI line for its Central Corridor operations and agree that the line shall be available for CN's use upon:
(1) the satisfactory completion, in Metra and NS' reasonable judgment, of the Project's 74th Street and Englewood Components, or (2) prior to the completion of the Components, should Metra and NS determine in their sole and absolute discretion, after consulting with CN, to grant CN access to their respective

properties. The Stakeholders further acknowledge the City's interest in the termination of rail operations on the St. Charles Airline. The Stakeholders agree that the termination of such operations shall occur upon (1) the satisfactory completion, in CN's judgment, of all elements of the Central Corridor, or (2) CN's determination, in consultation with the other owners of the St. Charles Airline, that the Central Corridor is completed to the level necessary for operation thereover.

III. Scope of Work

The scope of work for the Project is outlined in the Plan. CDOT and IDOT will coordinate a process to obtain comments from other governmental entities and civic organizations regarding the implementation of specific Components. Any changes in scope will require the approval of all Stakeholders. X

IV. Additional Design

IDOT has agreed to contribute \$10 million and, upon IDOT's payment of such \$10 million, the Participating Railroads have agreed to contribute \$2.5 million, to developing more detailed engineering for the Components to be identified by the parties hereto within thirty (30) days of the date hereof. The necessary documentation for such funding will be promptly executed by the parties hereto. Such contributions shall be credited against the respective parties' obligations hereunder.

V. Definitive Agreements

Except for the provisions of Article IV, which shall be enforceable upon execution of this Statement, the terms of this Joint Statement of Understandings will be implemented and become enforceable to the extent effectuated by definitive agreements, containing such terms and conditions as are mutually satisfactory to the parties hereto. If such definitive agreements have not been executed by December 31, 2004, this Statement shall be of no further force or effect.

VI. Counterparts

This Joint Statement of Understandings may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same statement.

VII. Effective Date

This Joint Statement shall be effective upon receiving the authorized signatures of each of the parties below.

VIII. Signatures

Illinois Department of Transportation:

Date: 6/13/03

Timothy W. Martin *DR*

Chicago Department of Transportation:

Date: 6/13/03

[Signature]

Association of American Railroads:

Date: _____

V. Definitive Agreements

Except for the provisions of Article IV, which shall be enforceable upon execution of this Statement, the terms of this Joint Statement of Understandings will be implemented and become enforceable to the extent effectuated by definitive agreements, containing such terms and conditions as are mutually satisfactory to the parties hereto. If such definitive agreements have not been executed by December 31, 2004, this Statement shall be of no further force or effect.

VI. Counterparts

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VII. Effective Date

This Joint Statement shall be effective upon receiving the authorized signatures of each of the parties below.

VIII. Signatures

Illinois Department of Transportation:

Date: _____

Chicago Department of Transportation:

Date: _____

Association of American Railroads:

Date: 6/13/03

Edward R. Hendricks, Jr.

NORTHEASTERN ILLINOIS FREIGHT/PASSENGER CORRIDORS

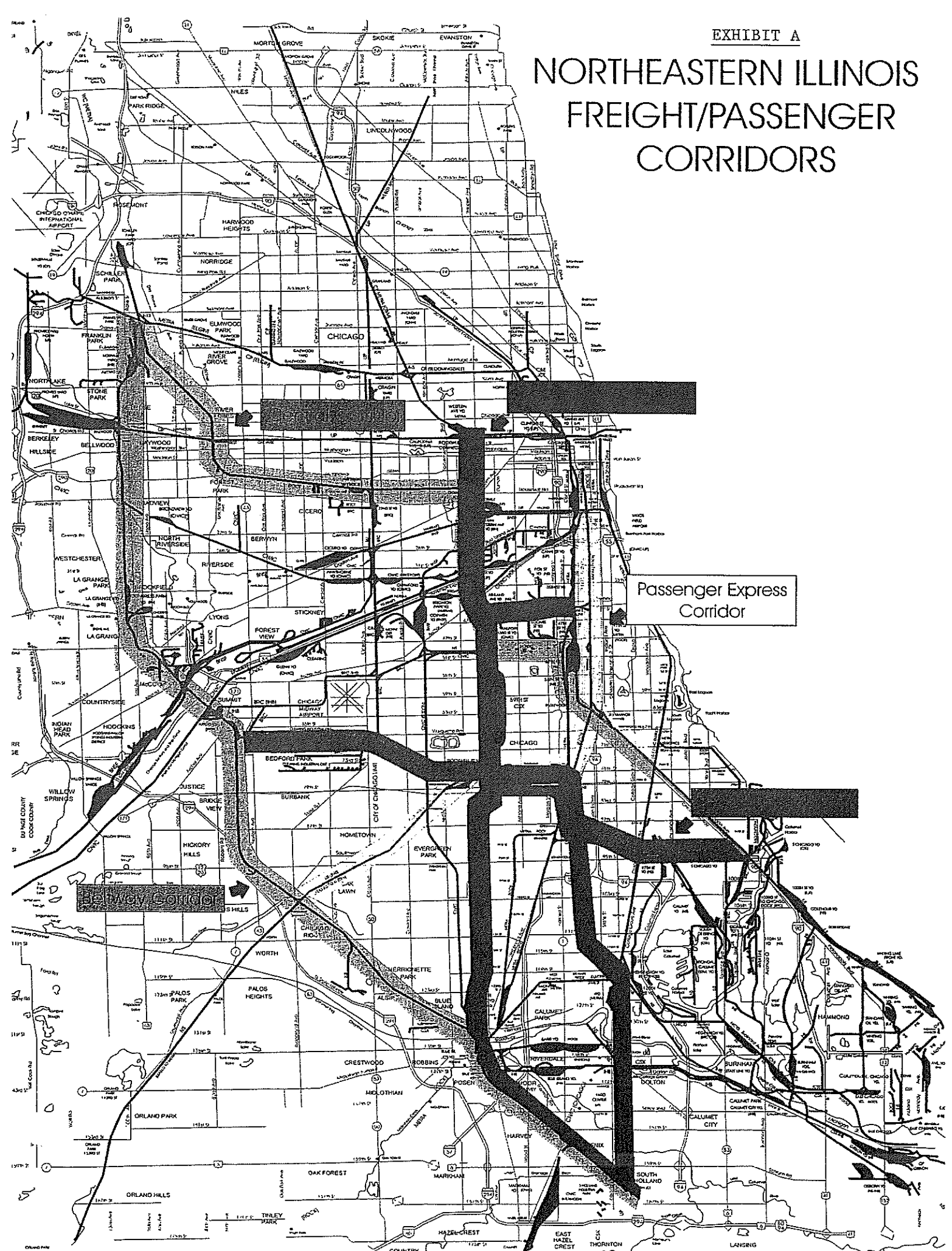


Exhibit B

The CREATE Project falls into three categories (Project Categories): Railroad improvements, excluding the grade separation of intersecting rail lines (Railroad Components); rail-to-rail separations (Metra Components); and public improvements, including rail-to-highway separations, and the Viaduct Improvement/Grade Crossing Safety Program (Public Components), all as described more specifically below. The party listed below shall be responsible for the construction of the designated Component in accordance with the JSU.

Project	Responsible Entity	Project Category
Viaduct Program	CDOT/IDOT	Public Component
Grade Crossing Separation Components	CDOT/IDOT	Public Component
Safety Program	CDOT/IDOT	Public Component
Land acquisition, relocation, environmental assessments and remediation for the CREATE Project	CDOT/IDOT	Public Component
B1	Metra	Metra Component
B2	UP	Railroad Component
B3	IHB, as directed by Owners	Railroad Component
B4	IHB, as directed by Owners	Railroad Component
B5	IHB, as directed by Owners	Railroad Component
B6	CSX	Railroad Component
B8	CSX	Railroad Component
B9	CSX	Railroad Component
B12	CSX	Railroad Component
B13	CSX	Railroad Component
B15	IHB, as directed by Owners	Railroad Component
B16	UP	Railroad Component
WA-1	UP	Railroad Component
WA-2	CSX	Railroad Component
WA-3	NS	Railroad Component
WA-4	BNSF	Railroad Component
WA-5	BNSF	Railroad Component
WA-8	NA	Railroad Component
WA-10	CSX	Railroad Component
WA-11	IHB, as directed by Owners	Railroad Component
EW-1	BRC, as directed by Owners	Railroad Component
EW-2	BRC, as directed by Owners	Railroad Component
EW-3	NS	Railroad Component
EW-4	NS	Railroad Component

C-1; C-2;C-3	CN	Railroad Component
C-4, C-5; C-6;	CN	Railroad Component
C-7	CN	Railroad Component
C-8	CN	Railroad Component
C-9	CN	Railroad Component
C-10	CN	Railroad Component
C-11	CN	Railroad Component
C-12	CN	Railroad Component
C-13	NS	Railroad Component
P-1	Metra	Metra Component
P-2	Metra	Metra Component
P-3	Metra	Metra Component
P-4	CN	Railroad Component
P-5	Metra	Metra Component
P-6	Metra	Metra Component
P-7	Metra	Metra Component

**AMENDMENT TO JOINT STATEMENT OF UNDERSTANDINGS
REGARDING THE PROPOSED CREATE PROJECT**

WHEREAS, on June 13, 2003 the (i) Association of American Railroads, acting for and on behalf of The Burlington Northern and Santa Fe Railway Company, Canadian National Railway Company, Canadian Pacific Railway Company, CSX Transportation, Inc., Norfolk Southern Railway Company, Union Pacific Railroad Company, and Commuter Rail Division of the Regional Transportation Authority; (ii) the Illinois Department of Transportation, and (iii) the Chicago Department of Transportation, entered into a Joint Statement of Understandings Regarding the Proposed CREATE Project ("JSOU") to progress a joint effort to restructure, modernize and expand the freight and passenger rail facilities and highway grade separations in the Chicago metropolitan area while reducing the environmental and social impacts of rail operations on the general public;

WHEREAS, this joint effort, designated as the Chicago Regional Environmental and Transportation Project, or CREATE, includes the construction and/or improvement of numerous individual identified Public, Metra, and Railroad Components that are incorporated in the JSOU and that constitute the integrated Project, with a preliminary estimated total cost of the design and construction of the Project set forth in the JSOU at \$1.534 billion;

WHEREAS, the JSOU was agreed upon by the Stakeholders as a basis for seeking funding for the Project with the further understanding of the Stakeholders that the terms of the JSOU would be implemented and become enforceable to the extent effectuated by mutually acceptable definitive agreements; and if such definitive agreements were not executed by December 31, 2004 the JSOU would be of no further force and effect;

WHEREAS, the definitive agreements were, in part, contingent upon the inclusion therein of binding commitments establishing the availability, on terms and conditions satisfactory to the

Participating Railroads of all Additional Funding (in excess of the Railroad Financial Contribution) necessary to complete the entire Project;

WHEREAS, although it is presently deemed unlikely that the availability of the Additional Funding will be established by December 31, 2004, the Stakeholders desire that efforts to establish the availability of Additional Funding continue until June 30, 2005 and that the JSOU remain in effect among the Stakeholders through such date; and

WHEREAS, the Participating Railroads are also willing to commence the construction and/or improvement of certain Railroad Components prior to the execution by the Stakeholders of definitive agreements regarding the Project, provided that the cost of completion of such Railroad Components are credited against the respective Participating Railroad's obligations under the JSOU.

NOW THEREFORE, the Stakeholders, as the date hereof, amend the JSOU as follows:

1. Section V of the JSOU is amended by deleting, on the fifth line, the date of "December 31, 2004" and inserting in lieu thereof the date of June 30, 2005.
2. The following subsection 16 is added at the end of Section II:
"To the extent that any Participating Railroad undertakes the construction and/or improvement of an individual Railroad or Metra Component after October 1, 2004 and prior to the execution of the definitive agreements described in Section V hereof, the investment of the Participating Railroad in the design, construction and/or implementation of such Railroad or Metra Component shall be considered a contribution of the Participating Railroads to the Project and shall be credited against the Railroad Financial Contribution hereunder, provided that the Stakeholders approve the design, budget and sequence for such Railroad or Metra Component construction and/or

improvement and such construction and/or improvement is otherwise in accordance with the terms and conditions set forth herein. For each such credited construction and/or improvement, the Stakeholders (through the Management Committee described in the Joint Statement Regarding CREATE Governance Structure executed by the Stakeholders on June 13, 2003) shall thereafter also seek a determination from the U.S. Department of Transportation that the construction and/or improvement meets eligibility requirements for federal funding.”

3. Except as otherwise provided herein, capitalized terms shall have the same meaning as in the JSOU.
4. This Amendment to the JSOU may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same statement.
5. This Amendment to the JSOU shall be effective upon receiving the authorized signatures of each of the parties below.

Illinois Department of Transportation:

Date: 12-22-2004



Chicago Department of Transportation:

Date: _____

Association of American Railroads:

Date: _____

improvement and such construction and/or improvement is otherwise in accordance with the terms and conditions set forth herein. For each such credited construction and/or improvement, the Stakeholders (through the Management Committee described in the Joint Statement Regarding CREATE Governance Structure executed by the Stakeholders on June 13, 2003) shall thereafter also seek a determination from the U.S. Department of Transportation that the construction and/or improvement meets eligibility requirements for federal funding."


3. Except as otherwise provided herein, capitalized terms shall have the same meaning as in the JSOU.
4. This Amendment to the JSOU may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same statement.
5. This Amendment to the JSOU shall be effective upon receiving the authorized signatures of each of the parties below.

Illinois Department of Transportation:

Date: _____

Chicago Department of Transportation:

Date: 12/23/04


Miguel d'Escoto

Association of American Railroads:

Date: _____

improvement and such construction and/or improvement is otherwise in accordance with the terms and conditions set forth herein. For each such credited construction and/or improvement, the Stakeholders (through the Management Committee described in the Joint Statement Regarding CREATE Governance Structure executed by the Stakeholders on June 13, 2003) shall thereafter also seek a determination from the U.S. Department of Transportation that the construction and/or improvement meets eligibility requirements for federal funding.”

3. Except as otherwise provided herein, capitalized terms shall have the same meaning as in the JSOU.
4. This Amendment to the JSOU may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same statement.
5. This Amendment to the JSOU shall be effective upon receiving the authorized signatures of each of the parties below.

Illinois Department of Transportation:

Date: _____

Chicago Department of Transportation:

Date: _____

Association of American Railroads:

Date: 12/23/04

Edward R. Hamburger

**SECOND AMENDMENT TO JOINT STATEMENT OF UNDERSTANDINGS
REGARDING THE PROPOSED CREATE PROJECT**

WHEREAS, on June 13, 2003 the (i) Association of American Railroads, acting for and on behalf of The Burlington Northern and Santa Fe Railway Company, Canadian National Railway Company, Canadian Pacific Railway Company, CSX Transportation, Inc., Norfolk Southern Railway Company, Union Pacific Railroad Company, and Commuter Rail Division of the Regional Transportation Authority; (ii) the Illinois Department of Transportation, and (iii) the Chicago Department of Transportation, entered into a Joint Statement of Understandings Regarding the Proposed CREATE Project ("JSOU") to progress a joint effort to restructure, modernize and expand the freight and passenger rail facilities and highway grade separations in the Chicago metropolitan area while reducing the environmental and social impacts of rail operations on the general public;

WHEREAS, this joint effort, designated as the Chicago Regional Environmental and Transportation Project, or CREATE, includes the construction and/or improvement of numerous individual identified Public, Metra, and Railroad Components that are incorporated in the JSOU and that constitute the integrated Project, with a preliminary estimated total cost of the design and construction of the Project set forth in the JSOU at \$1.534 billion;

WHEREAS, the JSOU was agreed upon by the Stakeholders as a basis for seeking funding for the Project with the further understanding of the Stakeholders that the terms of the JSOU would be implemented and become enforceable to the extent effectuated by mutually acceptable definitive agreements; and if such definitive agreements were not executed by December 31, 2004 (which was extended by an amendment to the JSOU to June 30, 2005), the JSOU would be of no further force and effect;

WHEREAS, although it is presently deemed unlikely that the availability of the Additional Funding will be established by June 30, 2005, the Stakeholders desire that efforts to establish the availability of Additional Funding continue until December 31, 2005 and that the JSOU remain in effect among the Stakeholders through such date;

WHEREAS, the JSOU envisioned that Amtrak may subsequently join in the effort on mutually satisfactory terms and conditions; and

WHEREAS, Amtrak has reached a mutually satisfactory agreement with the Participating Railroads as to Amtrak's current level of participation in the effort.

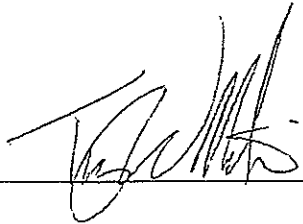
NOW THEREFORE, the Stakeholders, as the date hereof, amend the JSOU as follows:

1. Section V of the JSOU, as amended, is further amended by deleting, in the fifth line, the date of "June 30, 2005" and inserting in lieu thereof the date of "December 31, 2005".
2. In the first paragraph of the PREAMBLE of the JSOU the last sentence is stricken and the words "National Railroad Passenger Corporation (Amtrak)" are added after "(CSX)," in the fifth line.
3. Except as otherwise provided herein, capitalized terms shall have the same meaning as in the JSOU.
4. This Amendment to the JSOU may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same statement.

5. This Amendment to the JSOU shall be effective upon receiving the authorized signatures of each of the parties below.

Illinois Department of Transportation:

Date: June 24, 2005



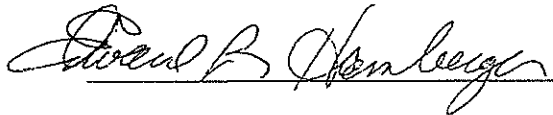
Chicago Department of Transportation:

Date: June 24, 2005



Association of American Railroads:

Date: June 24, 2005



**THIRD AMENDMENT TO JOINT STATEMENT OF UNDERSTANDINGS
REGARDING THE PROPOSED CREATE PROGRAM**

WHEREAS, on June 13, 2003 the (i) Association of American Railroads, acting for and on behalf of The Burlington Northern and Santa Fe Railway Company (hereinafter referred to as “BNSF Railway Company”), Canadian National Railway Company, Canadian Pacific Railway Company, CSX Transportation, Inc., Norfolk Southern Railway Company, Union Pacific Railroad Company, and Commuter Rail Division of the Regional Transportation Authority (and, by amendment dated June 24, 2005, the National Railroad Passenger Corporation); (ii) the Illinois Department of Transportation, and (iii) the City of Chicago, acting by and through its Department of Transportation (“City”), entered into a Joint Statement of Understandings Regarding the Proposed CREATE Project (hereinafter referred to as “Program”) (“JSOU”) to progress a joint effort to restructure, modernize and expand the freight and passenger rail facilities and highway grade separations in the Chicago metropolitan area while reducing the environmental and social impacts of rail operations on the general public; and

WHEREAS, this joint effort, designated as the Chicago Region Environmental and Transportation Efficiency Program, or CREATE, includes the construction and/or improvement of numerous individual identified Public, Metra, and Railroad Components that are incorporated in the JSOU and that constitute the entire Program, with a preliminary estimated total cost of the design and construction of the Program set forth in the JSOU at \$1.534 billion; and

WHEREAS, the JSOU was agreed upon by the Stakeholders as a basis for seeking funding for the Program with the further understanding of the Stakeholders that the terms of the JSOU would be implemented and become enforceable to the extent effectuated by mutually acceptable definitive agreements; and if such definitive agreements were not executed by December 31,

(10/20/2008)

2004 (which was extended by two previous amendments to the JSOU to December 31, 2005), the JSOU would be of no further force and effect; and

WHEREAS, notwithstanding that the availability of Additional Funding was not established as of December 31, 2005, the Stakeholders believe that certain identified Program benefits can be realized by the completion of a portion of the Program Components comprising elements of the entire Program ("Initial Components"); and

WHEREAS, the Stakeholders are willing to move forward toward implementation of the Initial Components under certain specific terms and conditions and subject to certain contingencies as described herein; and

WHEREAS, the parties are further willing to support efforts to continue to seek the Additional Funding necessary to implement the entire Program as contemplated by the JSOU.

NOW THEREFORE, the Stakeholders, as of the date hereof, hereby agree to amend the JSOU as follows:

1. The Components set forth and described in Attachment 1 hereto, with the total cost shown as \$331 million, comprise the Initial Components which will be moved forward if the conditions and contingencies stated in Sections 2 through 7 below are met.
2. The Participating Railroads' direct monetary contribution to the Initial Components is limited to \$101 million ("Initial Components Railroad Financial Contribution"). The Initial Components Railroad Financial Contribution shall be applied to any of the Projects listed in Attachment 1 other than the Highway-Rail Grade Separations Project shown as the first Project on Attachment 1 ("Highway-Rail Grade Separations Project"); provided, however, that Amtrak's contribution shall be applied only to

Project P-1. (Metra's contribution is subject to the receipt of necessary State of Illinois transportation funding which has yet to be authorized.)

3. Public funds consisting of federal funds in the amount of \$100 million, or so much thereof as may be made available to IDOT by actions of the federal government including but not limited to obligation limitations, rescissions, and allocations (positive or negative) of revenue aligned budget authority, shall be contributed to any of the Projects comprising the Initial Components, other than the Highway-Rail Grade Separations Project. Such funds shall be administered and contributed through and by IDOT and shall constitute a portion of the Initial Components Additional Funding. The Initial Components Railroad Financial Contribution shall be contingent upon the availability and receipt of such public funds.
4. As set forth in Attachment 1, the cost of the Projects, other than the Highway-Rail Grade Separations Project, is \$231 million. To cover the full costs of such Projects, funding from City in the amount of \$30 million is anticipated; and such funding shall constitute a portion of the Initial Components Additional Funding. While City believes such public funding will be forthcoming, the funding shall be subject to City's legislative authorization and the availability of federal and state funds (other than those contemplated in Sections 2 and 3 above) but shall not be a condition for the Initial Components Railroad Financial Contribution or the other portions of the Initial Components Additional Funding; provided, however, that the definitive agreements referenced in Section 6 below will address any changes in the event that any or all of such funding from City is not realized.
5. Public funding for the Highway-Rail Grade Separations Project in the amount of \$100 million shall be from IDOT and subject to Illinois legislative authorization. Such

funding shall constitute a portion of the Initial Components Additional Funding; however, such funding shall not be a condition for the Initial Components Railroad Financial Contribution or the other portions of the Initial Components Additional Funding described herein; provided, however, that the definitive agreements referenced in Section 6 below will address any changes necessary in the event that any or all of such funding from IDOT is not realized. Funding for the Highway-Rail Grade Separations Project will be provided as set forth in Attachment 1. The City's funding could be expended on the Highway-Rail Grade Separations Project if: (a) such funding is necessary to complete such Project; (b) at least \$25 million of City's funding has been made available for the other Projects listed in Attachment 1, other than OP-5; and (c) all of the Stakeholders agree.

6. Pursuant to Article V of the JSOU, the terms of the JSOU, as amended, will be implemented and become enforceable to the extent effectuated by definitive agreements, containing such terms and conditions as are mutually satisfactory to the Stakeholders. Article V of the JSOU, as previously amended, is hereby further amended by deleting, in the fifth line, the date of "December 31, 2005" and inserting in lieu thereof the date of "December 31, 2009". Such definitive agreements will include, without limitation, agreements as to the amount of work to be completed, the sequence, the schedule, and the funding requirements for the progression of each of the Projects in Attachment 1 and the availability, on terms and conditions satisfactory to the Stakeholders, of the public funding referenced in Section 3 above and of all third party properties necessary to complete the Initial Components. The definitive agreement among the Stakeholders to replace this JSOU, as amended, shall also address: (a) the process for prioritizing or modifying the Projects in the event that the

aggregate costs exceed the Initial Components Railroad Financial Contribution and the Initial Components Additional Funding, due to any shortfalls in federal funding to be contributed to the Program or due to the unavailability of any or all of the anticipated public funding from City or from IDOT; and (b) an appropriate governance structure for the Initial Components which takes into account the extent to which each of the Stakeholders have met their respective contribution targets hereunder.

7. Notwithstanding the provisions of Article IV of the JSOU, as amended, the Initial Components Railroad Financial Contribution and the Initial Components Additional Funding shall be in addition to, and not offset by, any IDOT or Participating Railroad financial contribution made in accordance with said Article IV.
8. The Stakeholders agree to advocate that priority for any additional public funding received for a subsequent phase of the CREATE Program be given to Project P-2. This provision shall not be construed to prohibit securing or expending designated funding for other CREATE Projects in the Initial Components or any subsequent Components.
9. In the first and second lines of the PREAMBLE of the JSOU, the word "Project" is stricken and the word "Program" is inserted in lieu thereof; and, in the JSOU and all three amendments thereto (including the titles of the documents), the term "Project" when used to refer to the CREATE Program shall be deleted and the term "Program" shall be inserted in lieu thereof.
10. In the JSOU and all three amendments thereto, the term "Chicago Department of Transportation" shall be replaced by "City of Chicago, acting by and through its

Department of Transportation” and the term “CDOT” shall be replaced by “City” wherever such terms appear.

11. Paragraph 7 of Article II of the JSOU is amended by striking the following in the tenth and eleventh lines: “rail-to-rail grade separation.”
12. Paragraph 9 of Article II of the JSOU is amended by adding the following after the words “environmental mitigation” in the sixth line: “demolition of existing buildings, securing of parcels,”.
13. Paragraph 5 of Article II of the JSOU is amended by adding at the end thereof the following sentence: “The Stakeholders acknowledge that all such government funding will represent a capital contribution to the Program and not payment in exchange for services or property provided, or to be provided, by the Participating Railroads.”
14. Except to the extent inconsistent with the terms of this Third Amendment, all of the provisions of the JSOU will apply to the Initial Components as if: (a) the Initial Components were the Program; (b) the Initial Components Railroad Financial Contribution were the Railroad Financial Contribution; (c) the Initial Components Additional Funding were the Additional Funding and (d) Attachment 1 hereto were the Plan and Exhibit C with respect to the identification of the Components.
15. Except as otherwise provided herein, capitalized terms shall have the same meaning as in the JSOU.
16. The JSOU (including the provisions of Article V regarding definitive agreements), as previously amended and as further amended hereby, is reinstated by the Stakeholders and remains in full force and effect with respect to the Initial Components. In all other respects, no party shall have any other liability or obligation under the JSOU, as

amended; provided, however, that: (1) the Stakeholders will continue to support efforts to seek the Additional Funding necessary to move forward the entire Program originally contemplated by the JSOU; and (2) if the Additional Funding is realized, the Stakeholders further agree to work, at such time, in good faith to effect a definitive agreement for the entire Program which, taking into account any changed circumstances, reflects as closely as possible the objectives, understandings, and railroad contribution limitations regarding the entire Program as set forth in the original JSOU.

17. This Third Amendment to the JSOU may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same statement.
18. This Third Amendment to the JSOU shall be effective upon receiving the authorized signatures of each of the parties below.

Illinois Department of Transportation:

By: 

Date: 2/9/09

City of Chicago, acting by and through its Department of Transportation:

By: _____

Date: _____

Association of American Railroads:

By: _____

Date: _____

amended; provided, however, that: (1) the Stakeholders will continue to support efforts to seek the Additional Funding necessary to move forward the entire Program originally contemplated by the JSOU; and (2) if the Additional Funding is realized, the Stakeholders further agree to work, at such time, in good faith to effect a definitive agreement for the entire Program which, taking into account any changed circumstances, reflects as closely as possible the objectives, understandings, and railroad contribution limitations regarding the entire Program as set forth in the original JSOU.

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Illinois Department of Transportation:

By: _____

Date: _____

City of Chicago, acting by and through its Department of Transportation:

By:  _____

Date: 12/16/08

Association of American Railroads:

By: _____

Date: _____

amended; provided, however, that: (1) the Stakeholders will continue to support efforts to seek the Additional Funding necessary to move forward the entire Program originally contemplated by the JSOU; and (2) if the Additional Funding is realized, the Stakeholders further agree to work, at such time, in good faith to effect a definitive agreement for the entire Program which, taking into account any changed circumstances, reflects as closely as possible the objectives, understandings, and railroad contribution limitations regarding the entire Program as set forth in the original JSOU.

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Illinois Department of Transportation:

By: _____

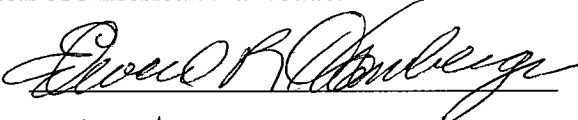
Date: _____

City of Chicago, acting by and through its Department of Transportation:

By: _____

Date: _____

Association of American Railroads:

By: _____

Date: 11/24/08

CREATE Program Initial Components Plan

Project #	Location	Project Scope
Highway-Rail Grade Separations	Chicago - Various	6 Grade Separations including 95th Street (GS-21), Columbus (GS-11), Archer Ave. (GS-9)
B1	Tower B-12	CP double mainline connection to Beltway at B12
B2	Proviso	Construct new main on UP: Elmhurst-Provo Jct., upgrade IHB connection to 25 mph
B3	In Bellwood, connecting to Proviso Yard	Install 2nd parallel connection at Melrose betn Proviso Yd and IHB, associated crossovers and signal modifications.
B4	LaGrange	Install TCS signaling on all tracks CP LaGrange-CP Hill. Includes upgrade of 21 runner to mainline
B5	Broadview	Install Universal crossover, to include switches and signals, at CP Broadview, and power connection to the CNIC
B6	McCook	Construct 2nd southwest connection between IHB and BNSF. Install single left crossover for BNSF to Argo
B8	Argo-CP Canal	Upgrade TCS signaling Argo to CP Canal

CREATE Program Initial Components Plan

Project #	Location	Project Scope
B9	Argo	Upgrade Connection
B12	CP Francisco to CP 123rd Street	Add Additional Mainline CP Francisco to CP 123rd St St
B13	Blue Island Jct.	Upgrade IHB-CN connection at Blue Is Jct.
B15	CP Harvey - Dolton	Install TCS between CP Harvey to Dolton
WA1	Ogden Jct.	Re-align & Signalize Ogden Jct for double track connection from UP to BOCT & CJ Mains
WA2	CTC on CSX	Install TCS signaling on BOCT between Ogden Jct and 75th Street (Forest Hill)
WA3	CJ	Install TCS signaling CJ tracks between Ogden Jct and CP518, add additional mainline along Ashland Ave Yard, and extension of Yard Switching Lead
WA4	BNSF Chicago Sub to BNSF Chillicothe Sub	Construct connection directly linking BNSF Chicago and Chillicothe Subs
WA5	Corwith Tower	Upgrade track, signal, and reconfigure Corwith Interlocking and remote CN Corwith Tower

CREATE Program Initial Components Plan

Project #	Location	Project Scope
WA10	Blue Island Jct.	Install universal interlocked connections between BOCT and CN to facilitate directional running
WA11	Dolton	Upgrade and reconfigure Dolton interlocking
EW1	Clearing Yard	Construct 2 new main tracks, reconstruct thoroughfare, and rearrange connections. Impacts Beltway Corridor - Argo Connection
EW2	80th Street	Improve track & signals for flexibility of routes from 80th St to Forest Hill & 74th St.
EW3	Pullman Jct.	Re-align Pullman Jct. to incorporate BRC and NS mains from Pullman to 80th Street
EW4	CP 509	Improve connection from East-West Corridor to NS Mainline at CP 509
P1	Englewood	Grade separate Metra and NS
P2	74th Street	Grade separate Metra and BRC and connect Metra to Rock Island route

CREATE Program Initial Components Plan

Project #	Location	Project Scope
P3	75th Street (Forest Hill)	Grade Separate CSX & NS to carry Metra's SW service, building a double-track bypass of NS Landers Yd for Metra, extending to Ashburn; and connect Landers Yd to BRC tracks.
P7	Chicago Ridge	Grade Separate Metra and IHB (CSX)
OP5	Viaduct Improvement Program, Chicago	City-Wide
OP7	Property Acquisition, Relocation, Environmental	Railroad (including Metra) Projects
OP8	Contingency, Inflation, and Program Management	Contingency on Railroad Construction

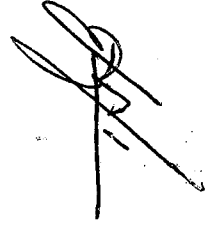
\$331 million is allocated to the CREATE Program Initial Components Plan as follows. \$100 million is allocated to the Highway-Rail Grade Separations project. \$231 is allocated to the remaining CREATE Program Initial Components Plan projects.

Handwritten signature: J.H. Jones

CREATE Program Initial Components Plan

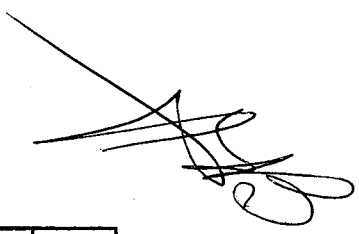
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CREATE Program Initial Components Plan

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\$331 million is allocated to the CREATE Program Initial Components Plan as follows. \$100 million is allocated to the Highway-Rail Grade Separations project. \$231 is allocated to the remaining CREATE Program Initial Components Plan projects.

**FOURTH AMENDMENT TO THE JOINT STATEMENT OF UNDERSTANDINGS
REGARDING THE CREATE PROGRAM**

WHEREAS, on June 13, 2003, the (i) Association of American Railroads ("**AAR**"), acting for and on behalf of The Burlington Northern and Santa Fe Railway Company, Canadian National Railway Company, Canadian Pacific Railway Company, CSX Transportation Inc., Norfolk Southern Railway Company, Union Pacific Railroad Company, and Commuter Rail Division of the Regional Transportation Authority; (ii) the Illinois Department of Transportation ("**IDOT**"), and (iii) the City of Chicago, acting by and through its Department of Transportation ("**City**" or "**CDOT**") ("**Original Stakeholders**"), entered into a Joint Statement of Understandings Regarding the Proposed CREATE Program ("**JSOU**") to progress a joint effort to restructure, modernize and expand the freight and passenger rail facilities and highway grade separations in the Chicago metropolitan area while reducing the environmental and social impacts of rail operations on the general public;

WHEREAS, on June 13, 2003, the Original Stakeholders also entered into a "Joint Statement Regarding CREATE Governance Structure", which provided that it "should be read and construed as a single integrated document with the JSOU" (hereinafter "**Governance Structure**");

WHEREAS the JSOU subsequently has been amended three times, most recently effective February 9, 2009, and among other amendments, the National Passenger Rail Corporation (Amtrak) was added as an additional Stakeholder (together with the Original Stakeholders, the "**Current Stakeholders**");

WHEREAS the governance structure for the Program has evolved since the execution

of the Governance Structure;

WHEREAS the Current Stakeholders and Cook County, Illinois (acting through the Cook County Department of Transportation and Highways) ("**DoTH**") have agreed that in exchange for certain consideration as set forth below, DoTH should be added as an additional CREATE Stakeholder and should be given roles in the current CREATE Program governance structure consistent with that status;

NOW THEREFORE, the Current Stakeholders and DoTH hereby agree to amend the JSOU (including the integrated Governance Structure) as follows:

1. DoTH has committed to provide \$78 million in funding to the CREATE Program. The Stakeholders expect to use these funds for the group of Projects referred to as the "75th Street Corridor Improvement Project" or "75th St. CIP", comprising the EW2, GS19, P2 and P3 Projects.

2. The first paragraph of the PREAMBLE to the JSOU is hereby revised to read as follows:

The Chicago Regional Environmental and Transportation Efficiency Program (CREATE) (the Program) is a joint effort of (i) the Association of American Railroads (AAR), acting for and on behalf of The Burlington Northern and Santa Fe Railway Company (BNSF), Canadian National Railway Company (CN), Canadian Pacific Railway Company (CP), CSX Transportation, Inc. (CSX), National Railroad Passenger Corporation (Amtrak), Norfolk Southern Railway Company (NS), Union Pacific Railroad Company (UP), and Commuter Rail Division of the Regional Transportation Authority (Metra), (ii) Cook County, Illinois, acting through the Cook County Department of Transportation and Highways (DoTH); (iii) the Illinois Department of Transportation (IDOT), and (iv) the City of Chicago, acting by and through its Department of Transportation (City) (AAR, IDOT, City, and DoTH are referred to collectively as the "Stakeholders"), to restructure, modernize and

expand the freight and passenger rail facilities and highway grade separations in the Chicago metropolitan area (the "Region") while reducing the environmental and social impacts of rail operations on the general public.

3. Paragraph 2 of Section II (Terms and Conditions) of the JSOU is amended to add the following new sentence at the end: "Cook County, Illinois will participate through the Cook County Department of Transportation and Highways (DoTH)."

4. Provisions in the JSOU in which ongoing rights and obligations of IDOT and City are specifically referenced are hereby amended to add a reference to "DoTH," so that "IDOT and City" will now read "IDOT, City, and DoTH." Those provisions are:

In Section II (Terms and Conditions):

- Paragraph 5, line 10
- Paragraph 8, last line
- Paragraph 9, second and third line
- Paragraph 10, first line
- Paragraph 11, 4th line
- Paragraph 12
- Paragraph 13, first line

In Section III (Scope of Work):

First line

5. The Governance Structure is hereby updated to reflect the current CREATE Program committee structure shown on the attached. As reflected on the attached, each of the following Program committees is hereby expanded by adding one new member, to be filled by a representative appointed by DoTH: the Stakeholder Committee, the Management Committee, the Management Working Group, the Implementation Committee, the Advocacy Committee, and the Finance and Budget Committee. A DoTH representative will co-chair the Advocacy Committee, along with three other co-chairs representing (1) the

railroads, (2) IDOT; and (3) City.

6. This Fourth Amendment to the JSOU may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same amendment.

7. This Fourth Amendment to the JSOU shall be effective on the date of the final signature made below, each signer representing by his or her signature that he or she is authorized to execute this document on behalf of the indicated Stakeholder.

Cook County Department of Transportation (DoTH), by John Yonan

Title: Superintendent

Signed: 

Date: 10/12/18

Illinois Department of Transportation (IDOT), by Randall S Blankenhorn

Title: Secretary

Signed: 

Date: 10/10/18

City of Chicago, acting through its Department of Transportation (City), by Rebekah Scheinfeld

Title: Commissioner

Signed: 

Date: 10/11/18

Association of American Railroads (AAR), by Edward R. Hamberger

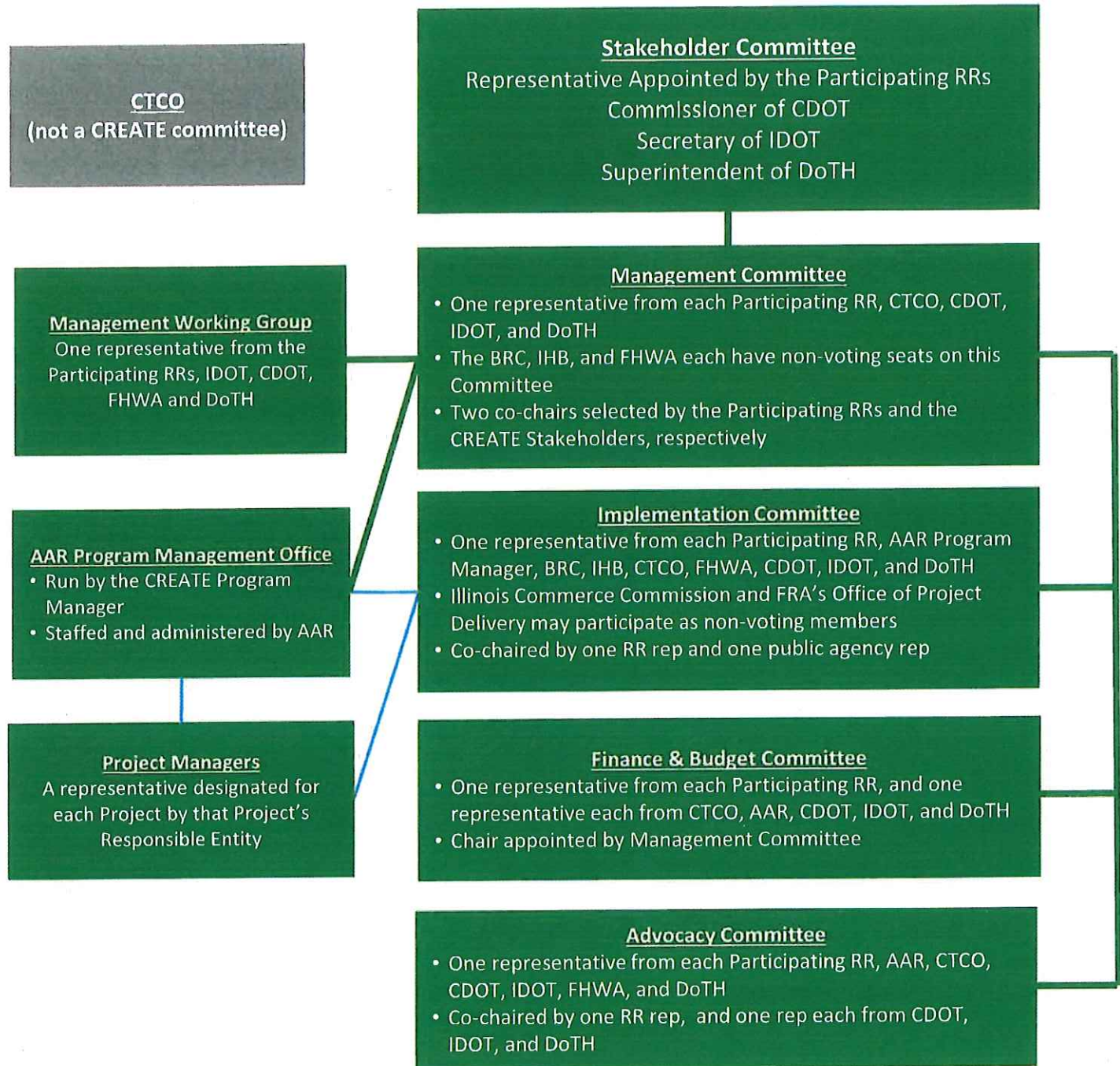
Title: President and CEO

Signed: 

Date: 10/16/18

Attachment: CREATE Program Committee Structure chart

CREATE Organization



— communication
— reporting