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April 23, 2024

The Honorable Cynthia T. Brown
Chief, Section of Administration
Surface Transportation Board
395 E. Street, S.W., Room #100
Washington, DC 20423-0001

VIA E-FILING
CPKC-17

Re: *Canadian Pacific Kansas City Limited and The Kansas City
Southern Railway Company, d/b/a CPKC—Acquisition and Operation— Certain Rail Line of
Meridian & Bigbee Railroad, L.L.C., in Lauderdale County, Mississippi and Choctaw and
Marengo Counties, Alabama*

Finance Docket No. 36732

Dear Ms. Brown:

Attached for filing in the above docket are the following recently executed agreements between The Kansas
City Southern Railroad Company and Norfolk Southern Railway Company:

1. Amendment to the Meridian Lease Agreement
2. Second Amendment to the Dallas Terminal Marketing Agreement

We are providing these documents to the Board in order to ensure a complete record.

Sincerely,

Stinson LLP*/s/ David F. Rifkind*

David F. Rifkind

DFR:kr

Enclosures

cc: Parties of Record
Secretary of Transportation
Attorney General of the United States
Judge Thomas McCarthy

ATTACHMENT A
AMENDMENT TO THE MERIDIAN
LEASE AGREEMENT

AMENDMENT TO MERIDIAN LEASE AGREEMENT

This Amendment to Meridian Lease Agreement is entered into effective as of this 20TH day of March, 2024 ("Amendment Agreement"), and is by and between The Kansas City Southern Railway Company ("KCSR") and Norfolk Southern Railway Company ("NSR"). Sometimes hereinafter, each may be referred to as a "Party" and sometimes collectively referred to as the "Parties."

WHEREAS:

- A. Pursuant to an agreement dated April 1, 1937, as modified and amended by the Supplemental Agreement dated October 24, 1950 (the "Meridian Lease Agreement"), KCSR (as successor in interest to Gulf, Mobile and Ohio Railroad Company) leases certain trackage in the Meridian, Mississippi terminal from NSR (as successor in interest to Southern Railway Company);
- B. The Parties desire to confirm continued validity of the Meridian Lease Agreement; and
- C. The Parties desire to modify and amend the Meridian Lease Agreement in order to clarify the operating rights of KCSR on the subject tracks governed by the said agreement.

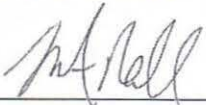
NOW THEREFORE, in consideration of the premises and of all the mutual covenants herein set forth, the Parties, intending to be legally bound, agree that the Meridian Lease Agreement as modified and amended, is amended as follows:

- 1. **Use of Tracks:** Notwithstanding anything to the contrary in the Meridian Lease Agreement, the Parties agree that KCSR shall have the unfettered and unrestricted rights to use the subject tracks, whether as currently situated or as relocated or substituted in the future by mutual consent of the Parties, to freely move any and all rail traffic wheresoever originating or terminating, connecting, including any rail traffic interchanged with any other rail carrier.
- 2. **Termination Rights:** Notwithstanding anything to the contrary in the Meridian Lease Agreement, the Parties agree that the Meridian Lease Agreement may only be terminated by mutual consent of the Parties, such consent shall be at the respective Party's sole and unfettered discretion.
- 3. **Effective Date:** This Amendment Agreement shall take effect on the date stated above.
- 4. **Confirmation of Agreement:** Except as amended herein, the Parties agree that all other terms and conditions of the Meridian Lease Agreement shall remain in full force and effect and the parties ratify and confirm same. For greater clarity, the Parties acknowledge that the Meridian Lease Agreement has been and continued to be effect commencing April 1, 1937 and has not otherwise been terminated.

5. **Further Assurances:** The Parties shall from time to time do all such further acts and things and execute and deliver all such documents as are required in order to effect the full intent of and fully perform and carry out the terms of this Amendment Agreement.
6. **Confidentiality:** The Parties agree that this Amendment Agreement is confidential and shall not be disclosed by either Party to any third parties, including consultants, agents, or other representatives without the prior written consent of the other party, unless such disclosure is required by law, in which case prior written notice shall be provided in so far as permissible.
7. **Entire Agreement:** This Amendment Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and verbal, between the parties with respect to the subject matter hereof.
8. **Enurement:** This Amendment Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Any assignment of this Agreement by you without the prior written consent of CPKC shall be void.
9. **Counterparts:** This Amendment Agreement may be executed electronically and in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument.

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

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

By: 

Name: Mark Redd

Title: Executive Vice President, Chief Operating Officer

NORFOLK SOUTHERN RAILWAY COMPANY

By: 

Name: Jason M. Morris

Title: VP Law

ATTACHMENT B

SECOND AMENDMENT TO THE

DALLAS TERMINAL MARKETING

AGREEMENT

SECOND AMENDMENT TO DALLAS TERMINAL MARKETING AGREEMENT

This Second Amendment to Dallas Terminal Marketing Agreement is entered into effective as of this 20TH day of March, 2024 ("Second Amendment"), and is by and between The Kansas City Southern Railway Company ("KCSR") and Norfolk Southern Railway Company ("NSR"). Sometimes hereinafter, each may be referred to as a "Party" and sometimes collectively referred to as the "Parties."

WHEREAS:

- A. KCSR and NSR entered into a certain Dallas Terminal Marketing Agreement dated as of May 1, 2006 ("Marketing Agreement), pursuant to which, among other things, KCSR agreed to provide NSR with commercial access for the movement of certain intermodal freight to and from the intermodal facility in the vicinity of Dallas, TX, ("Zacha Terminal") handling Dallas Intermodal Terminal Traffic (as that term is defined in the Marketing Agreement) and to grant to NSR an option to acquire all of KCSR's right, title and interest in and to the Terminal ("Option");
- B. The Parties entered into a First Amendment to Dallas Terminal Marketing Agreement dated as of September 28, 2016 ("First Amendment") pursuant to which the "Zacha Terminal" was replaced with the "Wylie Intermodal Terminal" as those terms are defined therein;
- C. The Parties desire to further modify and amend the Marketing Agreement, as amended by the First Amendment ("Marketing Agreement as Amended") in order to exclude certain traffic from the application of Section 2 of the Marketing Agreement as Amended, and to clarify the application of Section 5 in relation to said certain traffic.

NOW THEREFORE, in consideration of the premises and of all the mutual covenants herein set forth, the Parties, intending to be legally bound, agree that the Marketing Agreement as Amended, is further amended as follows:

1. **Excluded Traffic:** The Parties agree to delete the definition of "Dallas Intermodal Terminal Traffic" in Section 1 and replace same with the following:

"Dallas Intermodal Terminal Traffic" means all domestic intermodal containers or trailers with an origin and destination in the United States, with a lift or drop at the Terminal, that moves over the Subject Trackage and over KCSR's tracks between Shreveport and the Terminal, and that originates or terminates at or east of Meridian, MS and that originates or terminates at or West of the Dallas/Fort Worth, TX standard metropolitan statistical area as published by the Office of Management and Budget (OMB), but does not include any of said traffic if that traffic moves between KCSR's network (or that of Canadian Pacific Kansas City) and the network of CSX Transportation, Inc. ("CSXT") via Myrtlewood, AL (or any other point of connection in the event of a detour), regardless of whether such traffic is moved via through rates, Rule 11 rates, under haulage

east of Meridian with a Foreign Railroad, or in any other manner whatsoever (“Myrtlewood Traffic”).

2. **Post-Option Non-Discrimination Obligation:** NS agrees to handle Myrtlewood Traffic at the Terminal on a non-discrimination basis and thus agree to delete Section 5(a)(ii) and replace same with the following:

Section 5(a)(ii) NSR agrees to provide to KCSR, for KCSR intermodal traffic, other than traffic to be interchanged at Meridian, on a nondiscriminatory basis with its own traffic and pursuant to agreements typical to the industry, all services normally provided by an intermodal rail terminal to a third party railroad, including but not limited to: inbound and outbound gate inspections, inspection of seals, removal of trailers and containers, with or without chassis, from intermodal cars, loading and securing of trailers and containers on intermodal equipment, loading and unloading of containers, chassis, and trailers from trackside to designated parking space, loading and unloading of containers to chassis to ground, ground to chassis, and ground, inbound and outbound rail running inspections of trailers and containers under the applicable AAR rules, physical security for KCSR trailers and containers, intermodal cars and chassis to the same general level and quality as KCSR provides for its own equipment and business at the Terminal, storage for containers, trailers and chassis, on-site repair services for trailers, container, chassis, and intermodal rail cars, and reasonably suitable and sufficient office space for two (2) KCSR employees. For the avoidance of doubt, the obligation to provide nondiscriminatory handling of KCSR intermodal traffic set forth in this paragraph shall apply to all Myrtlewood Traffic.

3. **Effective Date:** This Second Amendment shall take effect on the date stated above.
4. **Confirmation of Agreement:** Except as amended herein, the Parties agree that all other terms and conditions of the Marketing Agreement as Amended shall remain in full force and effect and the parties ratify and confirm same.
5. **Further Assurances:** The Parties shall from time to time do all such further acts and things and execute and deliver all such documents as are required in order to effect the full intent of and fully perform and carry out the terms of this Second Amendment. Without limiting the foregoing, the Parties agree to cause Meridian Speedway LLC to amend or otherwise administer the Kansas City Southern Operating Agreement dated May 1, 2006, and the KCSR MSLLC Joint Use Agreement dated May 1, 2006 insofar as may be necessary to remove any restriction on KCSR’s use of the Subject Trackage (as that term is defined Kansas City Southern Operating Agreement) for the movement of Myrtlewood Traffic. For greater certainty, any Definition of “Dallas Intermodal Terminal Traffic” shall be amended and be administered as that term has been defined by this Second Amendment.
6. **Confidentiality:** The Parties agree that this Second Amendment is confidential and shall not be disclosed by either Party to any third parties, including consultants, agents, or other representatives without the prior written consent of the other party, unless such disclosure is required by law, in which case prior written notice shall be provided in so far as permissible.

7. **Entire Agreement:** This Second Amendment constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and verbal, between the parties with respect to the subject matter hereof.
8. **Enurement:** This Second Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Any assignment of this Agreement by you without the prior written consent of CPKC shall be void.
9. **Counterparts:** This Second Amendment may be executed electronically and in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed by its duly authorized representative as of the day and year first above written.

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

By: 

Name: Mark Redd

Title: Executive Vice President, Chief Operating Officer

NORFOLK SOUTHERN RAILWAY COMPANY

By: 

Name: Jason M. Morris

Title: VP Law