

No securities regulatory authority has expressed an opinion about these securities and it is an offense to claim otherwise. This prospectus supplement, together with the accompanying short-form base shelf prospectus dated February 13, 2018 to which it relates and each document incorporated by reference in this prospectus supplement and the accompanying prospectus constitutes a public offering of these securities only in those jurisdictions where they may be lawfully offered for sale and therein only by persons permitted to sell such securities.

These securities offered hereby have not been and will not be registered under the United States Securities Act of 1933, as amended (the "U.S. Securities Act"), or any state securities laws. Subject to certain exceptions, these securities may not be offered, sold or delivered within the United States of America or to, or for the account or benefit of, U.S. persons. See "Plan of Distribution".

Information has been incorporated by reference in this prospectus supplement and in the accompanying prospectus from documents filed with securities commissions or similar authorities in Canada. Copies of the documents incorporated herein by reference may be obtained on request without charge from the Corporate Secretary, Canadian National Railway Company, 935 de La Gauchetière Street West, Montreal, Québec H3B 2M9 (telephone: (514) 399-7091), and are also available electronically at www.sedar.com.

PROSPECTUS SUPPLEMENT
(To the Short Form Base Shelf Prospectus Dated February 13, 2018)

New Issue

July 26, 2018

\$800,000,000



Canadian National Railway Company
\$350,000,000 of 3.20% Notes due 2028
\$450,000,000 of 3.60% Notes due 2048

Interest on the 3.20% Notes due 2028 (the "2028 Notes") and the 3.60% Notes due 2048 (the "2048 Notes", and together with the 2028 Notes, the "Offered Securities") of Canadian National Railway Company (the "Company") offered under this prospectus supplement is payable semi-annually in arrears on January 31 and July 31 of each year, commencing on January 31, 2019, in each case to the holder of record of such Offered Securities on the January 16 or July 16 preceding the next interest payment date. The Offered Securities are redeemable, in whole or in part, at the option of Canadian National Railway Company at any time and from time to time, upon not less than 15 nor more than 60 days' notice, at the applicable redemption price and subject to the conditions set forth herein. See "Description of Offered Securities – Optional Redemption".

The Offered Securities will be senior unsecured, general obligations of the Company and will rank equally with all of the Company's existing and future senior unsecured indebtedness, but will be effectively junior to obligations of the Company's subsidiaries. See "Description of Offered Securities – General".

	Per 2028 Note	Total	Per 2048 Note	Total
Public offering price ⁽¹⁾	99.542%	\$348,397,000	98.50%	\$443,250,000
Agents' fee	0.40%	\$1,400,000	0.50%	\$2,250,000
Proceeds to the Company (before expenses) ⁽¹⁾	99.142%	\$346,997,000	98.00%	\$441,000,000

⁽¹⁾ Plus accrued interest, if any, from July 31, 2018, if settlement occurs after that date.

There is no market through which the Offered Securities may be sold and purchasers may not be able to resell the Offered Securities purchased under this prospectus supplement and the accompanying prospectus. This may affect the pricing of the Offered Securities in the secondary market, the transparency and availability of trading prices, the liquidity of the Offered Securities, and the extent of issuer regulation. See

"Risk Factors" in the accompanying prospectus and documents incorporated by reference in this prospectus supplement and in the accompanying prospectus.

The effective yield of the 2028 Notes and the 2048 Notes, if held to maturity, is 3.254%, and 3.683% per annum, respectively. The Agents (defined below) may offer the Offered Securities at a lower price than stated above.

Each of BMO Nesbitt Burns Inc., RBC Dominion Securities Inc., Scotia Capital Inc., TD Securities Inc., Citigroup Global Markets Canada Inc., HSBC Securities (Canada) Inc., BNP Paribas (Canada) Securities Inc., Desjardins Securities Inc., Merrill Lynch Canada Inc. MUFG Securities (Canada), Ltd. and Wells Fargo Securities Canada Ltd. (collectively, the "Agents"), as agents, conditionally offer the Offered Securities, subject to prior sale, on a best efforts basis if, as and when issued and delivered by the Company, and accepted by, the Agents in accordance with the conditions contained in the Agency Agreement referred to under the heading "Plan of Distribution", and subject to the approval of certain legal matters on behalf of the Company by the Executive Vice-President Corporate Services and Chief Legal Officer and by Stikeman Elliott LLP and on behalf of the Agents by Norton Rose Fulbright Canada LLP.

Subscriptions will be received subject to rejection or allotment in whole or in part and the Agents reserve the right to close the subscription books at any time without notice. It is anticipated that the closing date (the "Closing Date") of this offering will be on or about July 31, 2018 or such later date as may be agreed upon by the Company and the Agents, but in any event not later than August 10, 2018. Certificates representing the Offered Securities offered hereunder will be issued in the form of fully registered global Offered Securities held by, or on behalf of, CDS Clearing and Depository Services Inc. ("CDS"), or its nominee, and will be deposited with CDS on the Closing Date. No certificates evidencing the Offered Securities will be issued to purchasers, except in certain limited circumstances, and registration will be made in the depository service of CDS. A purchaser of Offered Securities will receive only a confirmation of purchase from the Agent or other registered dealer who is a CDS participant from whom the Offered Securities are purchased. See "Details of the Offering".

An investment in the Offered Securities is subject to certain risks that should be considered by prospective investors. See "Risk Factors" in the accompanying prospectus and the documents incorporated by reference in this prospectus supplement and in the accompanying prospectus.

In connection with the offering of the Offered Securities, the Agents may engage in transactions that stabilize, maintain or otherwise affect the price of the Offered Securities. Such transactions, if commenced, may be discontinued at any time. See "Plan of Distribution".

Each of the Agents is an affiliate of a bank which is a member of a syndicate of financial institutions that has made available to the Company credit facility arrangements. Accordingly, under applicable Canadian securities laws, the Company may be considered a "connected issuer" of such Agents. See "Relationship between the Company and the Agents".

The Company's registered and head office is located at 935 de La Gauchetière Street West, Montreal, Québec, H3B 2M9, and its telephone number is 1-888-888-5909. The Company's common shares are listed for trading on the Toronto Stock Exchange under the symbol "CNR" and on the New York Stock Exchange under the symbol "CNI".

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In this prospectus supplement, unless the context otherwise indicates, the "Company", "CN", "we", "us" and "our" each refer to Canadian National Railway Company and its subsidiaries. All dollar amounts referred to in this prospectus supplement are in Canadian dollars unless otherwise specifically expressed.

DOCUMENTS INCORPORATED BY REFERENCE

The following documents, filed with the securities commission or other similar authority in each of the provinces and territories of Canada, are incorporated by reference in, and form an integral part of, this prospectus supplement and the accompanying prospectus:

- (1) the Annual Information Form of the Company dated January 31, 2018 for the year ended December 31, 2017;
- (2) the audited consolidated financial statements of the Company for the years ended December 31, 2017 and 2016 and notes related thereto, together with the Report of Independent Registered Public Accounting Firm thereon and on the effectiveness of the Company's internal control over financial reporting as of December 31, 2017;
- (3) the Company's Management's Discussion and Analysis for the year ended December 31, 2017;
- (4) the unaudited interim consolidated financial statements of the Company for the three months and six months ended June 30, 2018;
- (5) the Company's Management's Discussion and Analysis for the three months and six months ended June 30, 2018;
- (6) the Company's Management Information Circular dated March 6, 2018 prepared in connection with the Company's annual meeting of shareholders held on April 24, 2018;
- (7) the template version of the indicative term sheet prepared for potential investors in connection with the offering of each of the 2028 Notes and the 2048 Notes (collectively, the "Indicative Term Sheets"); and
- (8) the Final Term Sheets (as defined below).

Any document of the type referred to in the preceding paragraph and all material change reports (excluding confidential material change reports) filed by the Company with securities commissions or similar authorities in the provinces and territories of Canada subsequent to the date of this prospectus supplement and prior to the termination of any offering under this prospectus supplement shall be deemed to be incorporated by reference in this prospectus supplement and the accompanying prospectus.

Any statement contained in this prospectus supplement or the accompanying prospectus or in a document incorporated or deemed to be incorporated by reference in this prospectus supplement or the accompanying prospectus shall be deemed to be modified or superseded, for purposes of this prospectus supplement and the accompanying prospectus, to the extent that a statement contained in this prospectus supplement or the accompanying prospectus or in any other subsequently filed document that also is, or is deemed to be, incorporated by reference in this prospectus supplement or the accompanying prospectus modifies or supersedes such statement. The modifying or superseding statement need not state that it has modified or superseded a prior statement or include any other information set forth in the document that it modifies or supersedes. The making of a modifying or superseding statement shall not be deemed an admission for any purposes that the modified or superseded statement, when made, constituted a misrepresentation, an untrue statement of a material fact or an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this prospectus supplement or the accompanying prospectus.

The Indicative Term Sheets are not a part of this prospectus supplement or the accompanying prospectus to the extent that the contents of the Indicative Term Sheets have been modified or superseded by a statement contained in this prospectus supplement. Any statement contained in the Indicative Term Sheets is modified or superseded to the extent that a statement contained in the Final Term Sheets (as defined below) modifies or supersedes that statement.

The Indicative Term Sheets did not include a number of terms of this offering. The terms of the 2028 Notes have been confirmed to reflect a principal amount of \$350,000,000, an interest rate of 3.20% per annum, a yield to maturity of 3.254%, an issue price of \$99.542 per \$100 principal amount and the definition of "Canada Yield Price",

and the terms of the 2048 Notes have been confirmed to reflect a principal amount of \$450,000,000, an interest rate of 3.60% per annum, a yield to maturity of 3.683%, an issue price of \$98.50 per \$100 principal amount and the definition of "Canada Yield Price", all as reflected in this prospectus supplement. Pursuant to subsection 9A.3(7) of National Instrument 44-102 – Shelf Distributions, the Company has prepared a final Term Sheet for each of the 2028 Notes and the 2048 Notes (collectively, the "Final Term Sheets") to reflect the modifications discussed above, of which blacklines have been prepared. A copy of the Final Term Sheets and associated blacklines can be viewed under the Company's profile on www.sedar.com.

Copies of the documents incorporated herein by reference may be obtained on request without charge from the Corporate Secretary, Canadian National Railway Company, 935 de La Gauchetière Street West, Montreal, Québec, H3B 2M9 (telephone: (514) 399-7091), and are also available electronically at www.sedar.com.

USE OF PROCEEDS

The net proceeds to the Company from the sale of the Offered Securities will be approximately \$787 million after deducting the Agents' fees and other expenses related to the offering. The Company plans to use such proceeds for general corporate purposes, including the redemption and refinancing of outstanding indebtedness and share repurchases.

CONSOLIDATED CAPITALIZATION

The following table sets forth the consolidated capitalization of the Company as at December 31, 2017 and as at June 30, 2018 based on U.S. generally accepted accounting principles ("U.S. GAAP") and as adjusted to give effect to the issuance of the Offered Securities.

The data under the columns "As at December 31, 2017" and "As at June 30, 2018" in the table below has been derived from, and should be read in conjunction with, the audited consolidated financial statements of the Company for the year ended December 31, 2017 and the unaudited interim consolidated financial statements of the Company for the six months ended June 30, 2018 and the related notes thereto, respectively, incorporated by reference in this prospectus supplement and the accompanying prospectus.

	As at December 31, 2017	As at June 30, 2018	As adjusted as at June 30, 2018
		(in millions)	
Current portion of long-term debt	\$2,080	\$2,458	\$2,458
Long-term debt	8,748	9,416	9,416
Offered Securities			787
Total debt	10,828	11,874	12,661
Shareholders' equity			
Common shares	3,780	3,858	3,858
Common shares in shares trusts	(168)	(137)	(137)
Additional paid-in capital	242	112	112
Accumulated other comprehensive loss ...	(2,784)	(2,467)	(2,467)
Retained earnings	15,586	16,003	16,003
Total shareholders' equity	16,656	17,369	17,369
Total capitalization	\$27,484	\$29,243	\$30,030

EARNINGS COVERAGE RATIOS

The following earnings coverage ratios are calculated for the twelve-month periods ended December 31, 2017 and June 30, 2018 and give effect to the issuance of all long-term debt of the Company and repayment and redemption thereof since the beginning of such twelve-month periods, respectively, and the issuance of the Offered Securities, as if these transactions had occurred on the first day of such twelve-month periods, respectively.

Based on U.S. GAAP, the Company's interest expense requirements would have amounted to approximately \$496 million and \$487 million for the twelve-month periods ended December 31, 2017 and June 30, 2018, respectively. The Company's earnings before interest expense and income taxes for the twelve-month periods ended December 31, 2017 and June 30, 2018 would have been approximately \$5,570 million and \$5,706 million, respectively, which is 11.2 times and 11.7 times the Company's interest expense requirements for such periods.

DESCRIPTION OF OFFERED SECURITIES

The following is a summary of the material attributes of the Offered Securities. The description of the Offered Securities in this prospectus supplement supplements the description of the Company's securities contained in the accompanying prospectus. If the description contained in these documents is inconsistent, the description contained in this prospectus supplement controls. For full particulars, reference should be made to the Indenture (as defined below).

Unless otherwise indicated, references to "CN", the "Company", or "we" in this "Description of Offered Securities" are to Canadian National Railway Company but not to any of its subsidiaries.

General

The Offered Securities will be issued in fully registered form in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof under an indenture dated as of July 12, 2013 as amended from time to time (the "Indenture") between the Company and BNY Trust Company of Canada, as trustee (the "Trustee"). The aggregate principal amount of the 2028 Notes will be initially limited to \$350,000,000 and the aggregate principal amount of the 2048 Notes will be initially limited to \$450,000,000. The Indenture does not limit the amount of debt securities that may be issued by the Company. The Offered Securities will be senior unsecured, general obligations of the Company and will rank equally with all of the Company's existing and future senior unsecured indebtedness.

The Company conducts a substantial portion of its operations through its subsidiaries. Claims of creditors of the Company's subsidiaries generally have priority with respect to the assets and earnings of those subsidiaries over the claims of creditors of the Company, including holders of the Offered Securities. The Offered Securities therefore are effectively subordinated to creditors of the Company's subsidiaries. The Offered Securities are also subordinated to any liabilities of the Company that are secured by any of the Company's assets including, without limitation, those under capital leases.

The Company and its subsidiaries may incur additional obligations in the future.

The 2028 Notes and the 2048 Notes will mature on July 31, 2028 and July 31, 2048, respectively, but are subject to earlier optional redemption as described under "Optional Redemption" below. The Offered Securities are not entitled to the benefit of any sinking fund.

Interest will accrue on the principal amount of each of the 2028 Notes and the 2048 Notes at the annual rates of 3.20% and 3.60%, respectively, from and including July 31, 2018 (the "Original Issue Date") to, but excluding the date on which the principal amount is paid in full. Interest accrued on the Offered Securities will be payable semi-annually in arrears on January 31 and July 31 of each year, commencing on January 31, 2019 in each case to the holder of record of such Offered Securities on the January 16 or July 16 preceding the next interest payment date.

If any interest, principal or other payment to be made in respect of the Offered Securities would otherwise be due on a day that is not a Business Day, payment may be made on the next succeeding day that is a Business Day, with the same effect as if payment were made on the due date. "Business Day" means any day other than a Saturday, a Sunday or a day on which banking institutions in Montreal or Toronto are authorized or obligated by law to close.

Transfers of the Offered Securities are registrable and principal is payable at the principal office of the Trustee at 320 Bay Street, 11th floor, Toronto, Ontario. The Offered Securities will initially be issued in global form. See "Global Securities" below.

Optional Redemption

The 2028 Notes will be redeemable, in whole or in part, at the option of the Company at any time and from time to time, upon not less than 15 nor more than 60 days' notice. The redemption price for the 2028 Notes to be redeemed on any redemption date that is prior to April 30, 2028 (the "2028 Notes Par Call Date") will be the greater of (i) the "Canada Yield Price" (as defined in the next sentence) and (ii) par, together in each case with accrued and unpaid interest up to, but excluding, the date fixed for redemption. "Canada Yield Price" in the case of the redemption of the 2028 Notes shall mean a price equal to the price of the 2028 Notes calculated on the banking day preceding the day on which the redemption is authorized by the Company to provide a yield from the date fixed for redemption to the 2028 Notes Par Call Date of the 2028 Notes to be redeemed equal to the Government of Canada

Yield (as defined below) plus 24 basis points. The redemption price for the 2028 Notes to be redeemed on any redemption date that is on or after the 2028 Notes Par Call Date will be equal to 100% of the principal amount of the 2028 Notes being redeemed on the redemption date, plus accrued and unpaid interest on the 2028 Notes up to, but excluding, the redemption date. "Government of Canada Yield" shall mean the yield from the date fixed for redemption to the 2028 Par Call Date of the 2028 Notes to be redeemed, assuming semi-annual compounding, which an issue of non-callable Government of Canada bonds would carry on the remaining term to the 2028 Notes Par Call Date of the 2028 Notes to be redeemed. The "Government of Canada Yield" in the case of redemption of the 2028 Notes shall be the average of the yields provided by two registered Canadian investment dealers selected by the Company. In case of partial redemption, the 2028 Notes shall be redeemed on a *pro rata* basis.

The 2048 Notes will be redeemable, in whole or in part, at the option of the Company at any time and from time to time, upon not less than 15 nor more than 60 days' notice. The redemption price for the 2048 Notes to be redeemed on any redemption date that is prior to January 31, 2048 (the "2048 Notes Par Call Date") will be the greater of (i) the "Canada Yield Price" (as defined in the next sentence) and (ii) par, together in each case with accrued and unpaid interest up to, but excluding, the date fixed for redemption. "Canada Yield Price" in the case of the redemption of the 2048 Notes shall mean a price equal to the price of the 2048 Notes calculated on the banking day preceding the day on which the redemption is authorized by the Company to provide a yield from the date fixed for redemption to the 2048 Notes Par Call Date of the 2048 Notes to be redeemed equal to the Government of Canada Yield (as defined below) plus 34 basis points. The redemption price for the 2048 Notes to be redeemed on any redemption date that is on or after the 2048 Notes Par Call Date will be equal to 100% of the principal amount of the 2048 Notes being redeemed on the redemption date, plus accrued and unpaid interest on the 2048 Notes up to, but excluding, the redemption date. "Government of Canada Yield" shall mean the yield from the date fixed for redemption to the 2048 Notes Par Call Date of the 2048 Notes to be redeemed, assuming semi-annual compounding, which an issue of non-callable Government of Canada bonds would carry on the remaining term to the 2048 Notes Par Call Date of the 2048 Notes to be redeemed. The "Government of Canada Yield" in the case of redemption of the 2048 Notes shall be the average of the yields provided by two registered Canadian investment dealers selected by the Company. In case of partial redemption, the 2048 Notes shall be redeemed on a *pro rata* basis.

Change of Control Repurchase Event

If a change of control repurchase event occurs with respect to any of the 2028 Notes or the 2048 Notes, unless the Company has exercised its right to redeem the 2028 Notes or the 2048 Notes, as described above, the Company will be required to make an offer to each holder of any or all of the 2028 Notes or the 2048 Notes, as the case may be, to repurchase all or any part (in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof) of that holder's 2028 Notes or 2048 Notes, as the case may be, at a repurchase price in cash equal to 101% of the aggregate principal amount of such securities repurchased plus any accrued and unpaid interest on the securities repurchased to, but excluding, the date of repurchase. Within 30 days following a change of control repurchase event or, at the Company's option, prior to a change of control, but after the public announcement of the change of control, the Company will mail a notice to each holder, with a copy to the Trustee, describing the transaction or transactions that constitute or may constitute the change of control repurchase event and offering to repurchase securities on the payment date specified in the notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is mailed. The notice shall, if mailed prior to the date of consummation of the change of control, state that the offer to purchase is conditioned on a change of control repurchase event occurring on or prior to the payment date specified in the notice. The Company will comply with the requirements of applicable securities laws and regulations in connection with the repurchase of the Offered Securities as a result of a change of control repurchase event. To the extent that the provisions of any securities laws or regulations thereunder to the extent those laws and regulations are applicable conflict with the change of control repurchase event provisions of the Offered Securities, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the change of control repurchase event provisions of the Offered Securities by virtue of such conflict.

On the repurchase date following a change of control repurchase event, the Company will, to the extent lawful:

- (1) accept for payment all 2028 Notes and 2048 Notes or portions of 2028 Notes and 2048 Notes, as applicable, properly tendered pursuant to its offer;

- (2) deposit with the Trustee an amount equal to the aggregate purchase price in respect of all 2028 Notes and 2048 Notes or portions of 2028 Notes and 2048 Notes, as applicable, properly tendered; and
- (3) deliver or cause to be delivered to the Trustee the Offered Securities properly accepted, together with an officers' certificate stating the aggregate principal amount of Offered Securities being purchased by the Company.

The Trustee will promptly deliver by wire transfer in accordance with the applicable payment procedure of CDS to each holder of Offered Securities properly tendered the purchase price for the Offered Securities and the Trustee will promptly authenticate and mail (or cause to be transferred by book-entry) to each holder a new security equal in principal amount to any unpurchased portion of any Offered Securities surrendered; provided that each new security will be in a minimum denomination of \$2,000 and integral multiples of \$1,000 in excess thereof.

The Company will not be required to make an offer to repurchase the 2028 Notes or the 2048 Notes, as applicable, upon a change of control repurchase event if a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for an offer made by the Company and such third party purchases all 2028 Notes or 2048 Notes, as applicable, properly tendered and not withdrawn under its offer.

For purposes of the foregoing discussion of a repurchase at the option of holders, the following definitions are applicable:

"below investment grade ratings event" means, with respect to the 2028 Notes or the 2048 Notes, as the case may be, on any day within the 60-day period (which period shall be extended so long as the rating of the 2028 Notes or the 2048 Notes, as the case may be, is under publicly announced consideration for a possible downgrade by any of the rating agencies) after the earlier of (1) the occurrence of a change of control; or (2) public notice of the occurrence of a change of control or the intention by the Company to effect a change of control, the 2028 Notes or the 2048 Notes, as the case may be, are rated below investment grade by at least two of three rating agencies if there are three rating agencies, or all of the rating agencies if there are less than three rating agencies. Notwithstanding the foregoing, a below investment grade ratings event otherwise arising by virtue of a particular reduction in rating shall not be deemed to have occurred in respect of a particular change of control (and thus shall not be deemed a below investment grade ratings event for purposes of the definition of change of control repurchase event hereunder) if the rating agencies making the reduction in rating to which this definition would otherwise apply do not announce or publicly confirm that the reduction was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the applicable change of control (whether or not the applicable change of control shall have occurred at the time of the ratings event).

"change of control" means the consummation of any transaction (including, without limitation, any amalgamation, merger or consolidation) the result of which is that any person or group of persons acting jointly or in concert for purposes of such transaction (other than the Company or its subsidiaries) becomes the beneficial owner, directly or indirectly, of more than 50% of the combined voting power of the Company's voting shares or other voting shares into which the Company's voting shares are reclassified, consolidated, exchanged or changed measured by voting power rather than number of shares.

"change of control repurchase event" means the occurrence of both a change of control and a below investment grade ratings event with respect to the 2028 Notes or the 2048 Notes, as the case may be.

"DBRS" means DBRS Limited.

"investment grade" means a rating of Baa3 or better by Moody's (or its equivalent under any successor rating categories of Moody's); a rating of BBB- or better by S&P (or its equivalent under any successor rating categories of S&P); a rating of BBB (low) or better by DBRS (or its equivalent under any successor rating categories of DBRS); and the equivalent investment grade credit rating from any additional rating agency or rating agencies selected by the Company.

"Moody's" means Moody's Investors Service, Inc.

"rating agency" means (1) each of Moody's, DBRS and S&P; and (2) if any of Moody's, DBRS or S&P ceases to rate the Offered Securities, or fails to make a rating of the Offered Securities publicly available for reasons

outside of the Company's control, the Company may select any other "approved rating organization" within the meaning of National Instrument 41-101 of the Canadian Securities Administrators as a replacement agency for such one or more of them, as the case may be.

"S&P" means Standard & Poor's Financial Services LLC, a subsidiary of The McGraw-Hill Companies, Inc.

"voting shares" of any specified person as of any date means the shares of such person that are at the time entitled to vote generally in the election of the board of directors of such person.

The change of control repurchase event feature of the 2028 Notes or the 2048 Notes may in certain circumstances make more difficult or discourage a sale or takeover of the Company and, thus, the removal of incumbent management. The Company could, in the future, enter into certain transactions, including asset sales, acquisitions, refinancings or other recapitalizations, that would not constitute a change of control repurchase event under the 2028 Notes or the 2048 Notes, but that could increase the amount of indebtedness outstanding at such time or otherwise affect the Company's capital structure or credit ratings on the 2028 Notes or the 2048 Notes.

The Company may not have sufficient funds to repurchase all the 2028 Notes or the 2048 Notes upon a change of control repurchase event.

Further Issues

The Company may from time to time, without notice to or the consent of any registered holders, create and issue further notes ranking equally and ratably with either of the 2028 Notes or the 2048 Notes. Those further notes will have the same terms (except for the issue date, the issue price and, if applicable, the initial interest payment date) as to status, redemption or otherwise and will be consolidated and form a single series with the 2028 Notes or the 2048 Notes, as the case may be.

Indenture

Modification

The Indenture permits the Company and the Trustee, with the consent of the holders of each series of Outstanding Securities (as defined in the Indenture) affected by the modifications, expressed by Holders' Resolution, to modify the Indenture or any supplemental indenture or the rights of the holders of such series, except that no such modification shall without the consent of the holders of all such Outstanding Securities so affected (i) extend the stated maturity of any Outstanding Security issued pursuant to the Indenture, reduce the principal amount thereof or reduce the rate or extend the time of payment of interest thereon, or reduce any redemption premium thereon, or (ii) reduce the aforesaid percentage of Outstanding Securities necessary to modify the Indenture or any supplemental indenture. "Holders' Resolution" is defined, in effect, as (a) a resolution which has been adopted by the votes of the holders of not less than 50% in principal amount of the relevant Outstanding Securities at a meeting of the holders at which a quorum, as specified in the Indenture, is present, or (b) one or more instruments in writing signed by the holders of at least 50% in principal amount of the relevant Outstanding Securities.

The Indenture also permits the Company and the Trustee, without the consent of the holders of Securities (as defined in the Indenture) of any series (including the Offered Securities), to enter into indentures supplemental to the Indenture for certain purposes, including (i) to change or eliminate any of the provisions of the Indenture, provided that any such change or elimination (A) shall neither (1) apply to any Security of any series created prior to the execution of such supplemental indenture and entitled to the benefit of such provision nor (2) modify the rights of the holders of any such Security with respect to such provision or (B) shall become effective only when there is no such Security outstanding or (ii) to cure any ambiguity or to correct or supplement any provision contained in the Indenture or in any supplemental indenture which may be defective or inconsistent with any other provision contained in the Indenture or in any supplemental indenture, or to make such other provisions in regard to matters or questions arising under the Indenture as shall not adversely affect the interests of holders of Securities of any series issued pursuant to the Indenture.

Events of Default

An event of default (an "Event of Default") with respect to any series of Securities issued pursuant to the Indenture is defined in the Indenture as being: default for 30 days in payment of interest on that series; default in payment of principal (or premium, if any) on that series; default in the deposit of any mandatory sinking fund

payment on that series; default by the Company in the performance of any of the other covenants or warranties in the Indenture relating to that series which shall not have been remedied within a period of 90 days after notice by the Trustee or holders of at least 25% in aggregate principal amount of the Securities of that series then outstanding; or certain events of bankruptcy, insolvency or reorganization of the Company.

The Indenture provides that if an Event of Default with respect to any series of Securities issued pursuant to the Indenture shall have occurred and be continuing, other than due to an event of bankruptcy, insolvency or reorganization of the Company, either the Trustee or the holders of at least 25% in aggregate principal amount of Securities of that series then outstanding may declare the principal of all the Securities of that series to be due and payable immediately, but upon certain conditions such declaration may be annulled and past defaults (except, unless theretofore cured, a default in payment of principal of or interest or premium, if any, on that series of Securities) may be waived by the holders of a majority in principal amount of the Securities of that series then outstanding.

Subject to the provisions of the Indenture relating to the duties of the Trustee, in case an Event of Default with respect to any series of Securities issued pursuant to the Indenture shall occur and be continuing, the Trustee shall be under no obligation to exercise any of the rights or powers in the Indenture at the request of any of the holders of such series, unless such holders shall have offered to the Trustee reasonable security or indemnity satisfactory to the Trustee against the costs, expenses and liabilities which may be incurred by it in compliance with such request. Subject to such provisions for indemnification and certain limitations contained in the Indenture, the holders of a majority in principal amount of the Securities of each series issued pursuant to the Indenture affected by an Event of Default and then outstanding shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee under the Indenture in respect of that series. The Indenture requires the annual filing by the Company with the Trustee of a report as to compliance with certain covenants contained in the Indenture.

Successor Corporation

The Indenture provides that the Company may consolidate, amalgamate or merge with or into any other corporation or sell, convey or lease all or substantially all of its property to any other corporation authorized to acquire and operate the same; provided that upon any such consolidation, amalgamation, merger, sale, conveyance or lease: (i) the successor entity (if other than the Company) is incorporated under the laws of Canada or any Province or Territory thereof or the laws of the United States or any state thereof or the District of Columbia; (ii) the payment of the principal of (and premium on, if any) and interest on all of the Securities according to their terms, and the performance of all the covenants and conditions of the Indenture to be performed by the Company, shall be expressly assumed, by supplemental indenture satisfactory in form to the Trustee, by the corporation (if other than the Company) formed by such consolidation or amalgamation, or into which the Company shall have been merged, or by the corporation which shall have acquired or leased such property; and (iii) after giving effect to such transaction, no event of default under the Indenture shall have occurred or be continuing.

Restriction on Secured Debt

The Company has covenanted in the Indenture that if in the future it, or any of its Subsidiaries, shall secure any indebtedness for money borrowed, or any guarantees of such indebtedness, now or hereafter existing, by any mortgage, pledge, hypothec, lien, security interest, privilege, conditional sale or other title retention agreement or similar encumbrance (a "Mortgage") on any present or future Railway Properties of the Company or any of its Canadian or U.S. Subsidiaries or on shares of stock of any Railroad Subsidiary of the Company ("Secured Debt"), the Securities shall be secured by the Mortgage equally and ratably with such other indebtedness or guarantee thereby secured, unless, after giving effect to such creation, issuance, incurrence, assumption or guarantee, the sum of the aggregate amount of all outstanding Secured Debt would not exceed an amount equal to 10% of the Consolidated Net Tangible Assets.

The foregoing restriction on Secured Debt does not apply to and there shall be excluded from Secured Debt in any computation thereof: (i) any Mortgage created on Railway Properties acquired or constructed after the date of the Indenture, within 180 days after the time of purchase or construction and commencement of full operation thereof, whichever is later, as security for the payment of any part of the purchase price or construction cost of such Railway Properties, (ii) in certain cases where the Company or any Subsidiary acquires Railway Properties subject to a pre-existing Mortgage or acquires a corporation with Railway Properties subject to such pre-existing Mortgage or acquires, merges with or is consolidated with a corporation whose shares or indebtedness are subject to a pre-

existing Mortgage, (iii) to any conditional sales agreement or other title retention agreement with respect to Railway Properties acquired after the date of the Indenture or (iv) in certain cases, to refundings or renewals of the foregoing or of any Secured Debt of the Company or any of its Subsidiaries outstanding as of the date of the Indenture. As used in such covenant, the term "Railway Properties" means all main and branch lines of railway located in Canada or the United States, including all real property used as the right of way for such lines, and the term "Railroad Subsidiary" means a Subsidiary whose principal assets are Railway Properties. As used in the Indenture, the term "Subsidiary" means a corporation of which the majority of the outstanding voting shares is owned, directly or indirectly, by the Company or by one or more Subsidiaries of the Company; provided that no corporation shall become or shall be deemed to be a Subsidiary of the Company for purposes of the Indenture if, and so long as, the Company does not control such entity by reason of any law, regulation, executive order or other legal requirement, including, without limitation, pursuant to any voting trust or similar arrangement entered into in connection with the acquisition of such corporation by the Company pending regulatory approval of such acquisition, and the term "Consolidated Net Tangible Assets" means, at any date, the total amount of assets of the Company determined on a consolidated basis after deducting all liabilities due within one year, all goodwill, trade names, trademarks, patents, unamortized debt discount and expense and other like intangibles and all appropriate adjustments on account of minority interests of other persons holding stock of the Subsidiaries, as set forth on the most recent consolidated balance sheet of the Company.

Defeasance

The Company (a) will be discharged ("legal defeasance") from any and all obligations in respect of Securities of any series issued pursuant to the Indenture (except for certain obligations including the obligation to register the transfer or exchange of Securities of such series, to replace destroyed, lost or stolen Securities of such series, to maintain paying agencies and to compensate and indemnify the Trustee) or (b) need not comply ("covenant defeasance") with certain covenants including those described above under "Restriction on Secured Debt", and certain Events of Default as specified in the Indenture (such as those arising out of the failure to comply with such covenants) will no longer constitute Events of Default with respect to such series of Securities, in each case upon the irrevocable deposit with the Trustee, in trust, of money and/or securities of or guaranteed by the Government of Canada which, through the payment of interest and principal in respect thereof in accordance with their terms, will provide cash at such times and in such amounts as will be sufficient to pay the principal of (and premium on, if any) and the interest on the Securities of such series at Stated Maturity (as defined in the Indenture) or upon redemption in accordance with the terms of the Securities of that series (the "Defeasance Trust"). Such defeasances may be effected only if, among other things, the Company has delivered to the Trustee an opinion of counsel or an advance ruling certificate from the Canada Revenue Agency to the effect that holders of the Securities of such series will not recognize gain or loss for Canadian federal income tax purposes as a result of such defeasance and will be subject to taxes in the same manner and at the same times as if such defeasance had not occurred.

Global Securities

Upon original issuance, each series of the Offered Securities will be represented by one or more global securities (the "Global Securities") having an aggregate principal amount equal to that of the Offered Securities of such series represented thereby. Each Global Security will be deposited with, or on behalf of, CDS, as depository, and registered in the name of CDS or its nominee.

Except as described below, the Offered Securities will be issued in "book-entry only" form and must be purchased or transferred through a participant (a "Participant"), acting on behalf of each purchaser acquiring a beneficial interest in the Offered Securities (a "Beneficial Owner") in the depository service of CDS (or another corporation performing similar services that is acceptable to the Trustee, (the "Depository")), which is a book-based system. On the Closing Date, the Trustee will cause the Global Securities to be delivered to the Depository and registered in the name of the Depository or its nominee (the "Nominee"). Each series of the Offered Securities will be evidenced by a single book-entry only certificate. Registration of interests in and transfers of the Offered Securities will be made only through the Depository.

Except as described below and as required by applicable law, the Beneficial Owners will not be entitled to a certificate or other instrument from the Trustee or the Depository evidencing that purchaser's interest therein, and such purchaser will not be shown on the records maintained by the Depository, except through a Participant. Such purchaser will receive a confirmation of purchase from the Agents or other registered dealer from whom Offered Securities are purchased.

Neither the Company nor the Trustee or the Agents will assume any liability for: (i) any aspect of the records relating to the beneficial ownership of the Offered Securities held by the Depository or the payments relating thereto; (ii) maintaining, supervising or reviewing any records relating to the Offered Securities; or (iii) any advice or representation made by or with respect to the Depository and those contained in this prospectus supplement and relating to the rules governing the Depository or any action to be taken by the Depository or at the direction of its Participants. The rules governing the Depository provide that it acts as the agent and depository for the Participants. As a result, Participants must look solely to the Depository and Beneficial Owners must look solely to Participants for the payment of the principal and interest on the Offered Securities paid by or on behalf of the Company to the Depository.

Notwithstanding any provision of the Indenture or the Offered Securities described in this prospectus supplement, no Global Security may be exchanged in whole or in part for Offered Securities registered, and no transfer of a Global Security in whole or in part may be registered, in the name of any person other than the Depository for such Global Security or a nominee thereof unless (A) the Depository (i) has notified the Company that it is unwilling or unable to continue as Depository for such Global Security or (ii) has ceased to be a recognized clearing agency under applicable securities legislation, or otherwise ceases to be eligible to be Depository, and the Company has not appointed a successor, (B) there shall have occurred and be continuing an event of default (as defined in the Indenture) with respect to the Offered Securities represented by such Global Security or (C) there shall exist such circumstances, if any, in addition to or in lieu of the foregoing as have been specified for this purpose as contemplated by the Indenture.

Certain Notices

With respect to any Offered Securities represented by a Global Security, notices to be given to the holders of the Offered Securities will be deemed to have been fully and duly given to the holders when given to CDS, or its nominee, in accordance with CDS's policies and procedures

With respect to any Offered Securities not represented by a Global Security, notices to be given to the holders of the Offered Securities will be deemed sufficient if mailed to the holders within the period prescribed for the giving of such notice.

Neither the failure to give any notice nor any defect in any notice given to a particular holder will affect the sufficiency of any notice given to another holder.

CREDIT RATINGS

The Company's senior unsecured indebtedness currently has a rating of A by Standard & Poor's Financial Services LLC, a subsidiary of The McGraw-Hill Companies, Inc. ("S&P"), A2 by Moody's Investors Service, Inc. ("Moody's") and A by DBRS Limited ("DBRS"). The Company expects that the Offered Securities will be assigned the same ratings by these rating agencies. An A rating by S&P falls within the third highest of ten major rating categories. An A2 rating by Moody's falls within the third highest of nine major rating categories. An A rating by DBRS falls within the third highest of ten major rating categories.

For full particulars on the Company's credit ratings, reference is made to the Company's Annual Information Form dated January 31, 2018 for the year ended December 31, 2017 (incorporated by reference in this prospectus supplement) on pages 22 to 23 under the heading "Ratings of Debt Securities".

Credit ratings are intended to provide investors with an independent measure of the credit quality of an issue of securities. Each rating should be evaluated independently of any other rating. A security rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time by the rating agency issuing such rating. Customary payments are made to the rating agencies by the Company in connection with their assessment of the creditworthiness of the Company and associated credit ratings.

PLAN OF DISTRIBUTION

According to the terms and conditions set forth in the agency agreement dated the date of this prospectus supplement among the Company and the Agents (the "Agency Agreement"), the Agents have agreed to act as agents of the Company to offer the Offered Securities for sale to the public on a best efforts basis, if, as and when issued by the Company, subject to compliance with all necessary legal requirements and in accordance with the terms and

conditions of the Agency Agreement. The offering price of the Offered Securities was established by negotiation between the Company and the Agents. The Agents will receive a fee equal to \$4.00 for each \$1,000 principal amount of 2028 Notes sold and a fee equal to \$5.00 for each \$1,000 principal amount of 2048 Notes.

The obligations of the Agents under the Agency Agreement are joint (several) and not solidary (not joint and several) and may be terminated at their discretion upon the occurrence of certain stated events. While the Agents have agreed to use their best efforts to sell the Offered Securities offered under this prospectus supplement, the Agents will not be obligated to purchase any Offered Securities which are not sold. The Agency Agreement also provides that the Company will indemnify the Agents and their respective directors, officers, shareholders and employees against certain liabilities and expenses. Subscriptions for Offered Securities will be received subject to rejection or allotment in whole or in part, and the right is reserved to close the subscription books at any time without notice.

This offering is being made in all the provinces and territories of Canada. No sales of the Offered Securities will be effected in any province or territory of Canada by any Agent not duly registered as a securities dealer under the laws of such province, other than sales effected pursuant to an exemption from the registration requirements under the laws of such province or territory.

Pursuant to policy statements of certain securities regulators, the Agents may not, throughout the period of distribution, bid for or purchase Offered Securities. The policy statements allow certain exceptions to the foregoing prohibitions. The Agents may only avail themselves of such exceptions on the condition that the bid or purchase not be engaged in for the purpose of creating actual or apparent active trading in, or raising the price of, the Offered Securities. These exceptions include a bid or purchase permitted under the Universal Market Integrity Rules for Canadian Marketplaces of the Investment Industry Regulatory Organization of Canada, relating to market stabilization and passive market making activities and a bid or purchase made for and on behalf of a customer where the order was not solicited during the period of distribution. Pursuant to the first mentioned exception, in connection with the offering, the Agents may over-allot or effect transactions which stabilize or maintain the market price of the Offered Securities at levels other than those which otherwise might prevail on the open market. Such transactions, if commenced, may be discontinued at any time.

The Offered Securities are a new issue of securities with no established trading market. The Offered Securities will not be listed on any securities exchange or on any automated dealer quotation system. The Agents may make a market in the Offered Securities after completion of the offering, but will not be obligated to do so and may discontinue any market making activities at any time without notice. No assurance can be given as to the liquidity of the trading market for the Offered Securities or that an active public market for the Offered Securities will develop. If an active public trading market for the Offered Securities does not develop, the market price and liquidity of the Offered Securities may be adversely affected.

The Offered Securities have not been and will not be registered under the U.S. Securities Act or any state securities laws. Accordingly, the Offered Securities may not be offered, sold or delivered within the United States of America or to, or for the account or benefit of, U.S. persons except in transactions exempt from the registration requirements of the U.S. Securities Act and applicable state securities laws.

RELATIONSHIP BETWEEN THE COMPANY AND THE AGENTS

Certain of the Agents have performed investment banking, commercial banking and advisory services for the Company from time to time for which they have received customary fees and expenses. The Agents may, from time to time, engage in transactions with and perform services for the Company in the ordinary course of their business.

Each of the Agents is an affiliate of a bank which is a member of a syndicate of financial institutions that has made available to the Company a revolving credit facility. In addition, the Company has entered into bilateral letter of credit facility agreements with a number of the banks affiliated to the Agents and is a party to an account receivables securitization program with a bank affiliated with an Agent. \$535 million of letters of credit was issued under the bilateral letters of credit facility as at June 30, 2018. Accordingly, under applicable Canadian securities laws, the Company may be considered a "connected issuer" to the Agents. The Company is not in default of its obligations to such financial institutions. The decision to issue the Offered Securities and the determination of the terms of the distribution were made through negotiation between the Company, on the one hand, and the Agents, on the other hand. The banks of which the Agents are respectively affiliates did not have any involvement in such

decision or determination. The Agents will not receive any benefit in connection with this offering other than a portion of the Agents' fees payable by the Company under the offering.

CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS

In the opinion of Stikeman Elliott LLP, counsel to the Company, and Norton Rose Fulbright Canada LLP, counsel to the Agents, the following is, at the date hereof, a summary of the principal Canadian federal income tax considerations generally applicable to a purchaser who acquires Offered Securities as beneficial owner pursuant to this offering and who, at all relevant times for purposes of the application of the *Income Tax Act* (Canada) (the "Tax Act"), is, or is deemed to be resident in Canada, deals at arm's length with, and is not affiliated with, the Company and holds such Offered Securities as capital property (a "Resident Holder"). The Offered Securities will generally be considered to be capital property for this purpose to a Resident Holder unless either the Resident Holder holds such Offered Securities in the course of carrying on a business, or the Resident Holder has held or acquired such Offered Securities in a transaction or transactions considered to be an adventure in the nature of trade. Certain Resident Holders whose Offered Securities might not otherwise qualify as capital property may, in certain circumstances, treat such Offered Securities as capital property by making an irrevocable election pursuant to subsection 39(4) of the Tax Act.

This summary is not applicable to a Resident Holder (i) that is a "financial institution" for purposes of the "mark-to-market" rules, (ii) an interest in which is a "tax shelter investment", (iii) that has made a "functional currency" election under the Tax Act to determine its "Canadian tax results" in a currency other than Canadian currency, or (iv) that has entered into a "derivative forward agreement" in respect of Offered Securities (as all such terms are defined in the Tax Act). Such Resident Holders should consult with their own tax advisors.

This summary is based upon the current provisions of the Tax Act, the regulations promulgated thereunder (the "Regulations") and counsel's understanding of the current published administrative policies and assessing policies of the Canada Revenue Agency. The summary also takes into account all specific proposals to amend the Tax Act and the Regulations that have been publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof (the "Tax Proposals"), and assumes that all such Tax Proposals will be enacted in the form proposed. No assurance can be given that the Tax Proposals will be enacted as proposed or at all. This summary does not otherwise take into account or anticipate any changes in law or administrative policy or assessing practice, whether by way of legislative, judicial or administrative action or interpretation, nor does it address any provincial, territorial or foreign tax considerations.

This summary is of a general nature only, is not exhaustive of all Canadian federal income tax considerations and is not intended to be, nor should it be construed as, legal or tax advice to any particular holder. Holders are urged to consult their own tax advisors concerning the tax consequences to them of an investment in the Offered Securities.

Taxation of Interest on the Offered Securities

A Resident Holder that is a corporation, partnership, unit trust or a trust of which a corporation or a partnership is a beneficiary will generally be required to include in income for a taxation year the amount of interest accrued or deemed to accrue on the Offered Securities to the end of that taxation year or that becomes receivable or is received by it before the end of that taxation year, to the extent such amounts have not otherwise been included in such Resident Holder's income for that taxation year or a preceding taxation year.

Any other Resident Holder, including an individual and a trust (other than a trust described in the preceding paragraph), will be required to include in income for a taxation year any interest on the Offered Securities received or receivable by such Resident Holder in that taxation year (depending upon the method regularly followed by the Resident Holder in computing income) except to the extent that such amount was otherwise included in its income for that taxation year or a preceding taxation year. If such a Resident Holder has not otherwise included in income interest on an Offered Security at periodic intervals of not more than one year, such a Resident Holder will also be required to include in income, for any taxation year that includes an "anniversary day" (as defined in the Tax Act) of the Offered Security, any interest or amount that is considered for the purposes of the Tax Act to be interest on the Offered Security which accrues to the Resident Holder to the end of such day, to the extent that such interest has not otherwise been included in such Resident Holder's income for the taxation year or a preceding taxation year.

Any amount paid by the Company to a Resident Holder as a penalty or bonus because of the redemption or a purchase for cancellation by it of an Offered Security before the maturity thereof (other than in the open market in the manner any such obligation would normally be purchased in the open market by any member of the public), will be deemed to be received by such Resident Holder as interest on the Offered Security and will be required to be included in computing the Resident Holder's income, as described above, at the time of the redemption or purchase for cancellation to the extent that such premium can reasonably be considered to relate to, and does not exceed the value at the time of the redemption or purchase for cancellation of, the interest that, but for the redemption or purchase for cancellation, would have been paid or payable by the Company on the Offered Security for a taxation year of the Company ending after the redemption or purchase for cancellation.

Sale, Redemption or Repayment of the Offered Securities

On a disposition or a deemed disposition of the Offered Securities, including repayment, redemption or purchase by the Company, a Resident Holder will generally be required to include in income for the taxation year in which the disposition occurs the amount of interest accrued or deemed to accrue to the date of disposition, to the extent that such amounts have not otherwise been included in the Resident Holder's income for the taxation year or a preceding taxation year.

In general, a disposition or a deemed disposition of the Offered Securities will give rise to a capital gain (or a capital loss) to the extent that the proceeds of disposition, net of any amount included in the Resident Holder's income as interest, exceed (or are less than) the aggregate of the adjusted cost base of the Offered Securities to the Resident Holder immediately before the disposition or deemed disposition and any reasonable costs of disposition. Any such capital gain (or capital loss) will be subject to the treatment described under the heading "Taxation of Capital Gains and Capital Losses" below.

Taxation of Capital Gains and Capital Losses

In general, one-half of any capital gain (a "taxable capital gain") realized by a Resident Holder in a taxation year will be included in the Resident Holder's income in the taxation year. One-half of any capital loss (an "allowable capital loss") realized by a Resident Holder in a taxation year must be deducted from taxable capital gains realized by the Resident Holder in the same taxation year and allowable capital losses in excess of taxable capital gains may be deducted in any of the three preceding taxation years or in any subsequent year, to the extent and under the circumstances described in the Tax Act.

Additional Refundable Tax

A Resident Holder that is a "Canadian-controlled private corporation" (as defined in the Tax Act) may be liable to pay an additional 10 $\frac{2}{3}$ % tax (refundable in certain circumstances) on certain investment income, including amounts in respect of interest and taxable capital gains.

Alternative Minimum Tax

Individuals or trusts (other than certain trusts) may be subject to an alternative minimum tax under the Tax Act upon realizing net capital gains.

Eligibility for Investment

The Offered Securities would, if issued on the date hereof, be qualified investments under the Tax Act and the Regulations for trusts governed by registered retirement savings plans ("RRSPs"), registered retirement income funds ("RRIFs"), registered disability savings plans ("RDSPs"), registered education savings plans ("RESPs"), deferred profit sharing plans (other than a trust governed by a deferred profit sharing plan for which any employer is the Company or is an employer with whom the Company does not deal at arm's length within the meaning of the Tax Act), and tax free savings accounts ("TFSAs").

Notwithstanding the foregoing, if the Offered Securities are "prohibited investments" for a particular TFSA, RRSP, RRIF, RDSP or RESP for purposes of the Tax Act, the holder of the TFSA or RDSP, the annuitant under the RRSP or RRIF, or the subscriber of the RESP, as the case may be, will be subject to a penalty tax under the Tax Act. The Offered Securities will not be "prohibited investments" for these purposes unless the holder of the TFSA or RDSP, the annuitant under the RRSP or RRIF, or the subscriber of the RESP, as the case may be, (i) does not deal at arm's length with the Company for purposes of the Tax Act, or (ii) has a "significant interest", as defined in the Tax

Act, in the Company. Prospective purchasers should consult their own tax advisors regarding their particular circumstances.

LEGAL MATTERS

Certain legal matters will be passed upon for the Company by the Executive Vice-President Corporate Services and Chief Legal Officer of the Company and by Stikeman Elliott LLP and for the Agents by Norton Rose Fulbright Canada LLP.

As of July 26, 2018, the partners and associates of Stikeman Elliott LLP, as a group, and the partners and associates of Norton Rose Fulbright Canada LLP, as a group, each owned beneficially, directly or indirectly, less than 1% of the outstanding common shares of the Company.

INDEPENDENT AUDITORS

KPMG LLP, Montreal, Quebec, is the external auditor who prepared the Reports of Independent Registered Public Accounting Firm to the Shareholders and Board of Directors of the Company on the consolidated balance sheets of the Company as of December 31, 2017 and 2016 and the related consolidated statements of income, comprehensive income, changes in shareholders' equity and cash flows for each of the years in the two-year period ended December 31, 2017, and the effectiveness of internal control over financial reporting as of December 31, 2017, incorporated by reference in this prospectus supplement and the accompanying prospectus. KPMG LLP is independent of the Company within the meaning of the relevant rules and related interpretations prescribed by the relevant professional bodies in Canada and any applicable legislation or regulation.

CERTIFICATE OF AGENTS

Dated: July 26, 2018

To the best of our knowledge, information and belief, the short form base shelf prospectus of Canadian National Railway Company (the "Prospectus"), together with the documents incorporated in the Prospectus by reference, as supplemented by the foregoing, constitutes full, true and plain disclosure of all material facts relating to the securities offered by the Prospectus and this supplement as required by the securities legislation of each of the provinces and territories of Canada.

BMO Nesbitt Burns Inc.	RBC Dominion Securities Inc.	Scotia Capital Inc.	TD Securities Inc.
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(signed) STEVE AUBÉ	(signed) PATRICK MACDONALD	(signed) GREG GREER	(signed) BRIAN PONG
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Citigroup Global Markets
Canada Inc.

HSBC Securities (Canada)
Inc.

(signed) DALJEET LAMBA

(signed) DAVID LOH

BNP Paribas
(Canada) Securities
Inc.

Desjardins
Securities Inc.

Merrill Lynch
Canada Inc.

MUFG Securities
(Canada), Ltd.

Wells Fargo
Securities Canada
Ltd.

(signed) GASTON
OSTIGUY

(signed) MARTIN
LABRECQUE

(signed) DEEP
KHOLSA

(signed) STEVE
USZKAY

(signed) SANDRA
TAUBE