

TO: Sara Fancher
 c/o United States Surface Transportation Board
 FROM: David Dillon
 DATE: July 6, 2017
 IN RE: Chicago Rail & Port, LLC Certification Regarding
 "Transactions Imposing Interchange Commitments"
 DOCKET #: **FD 36126**

ENTERED
 Office of Proceedings
 July 6, 2017
 Part of
 Public Record

This is the Certify as Requested by the U.S. Code Section 49 CFR 1150.33, Transactions Imposing Interchange Commitments, that:

Sec. 1150.33 - Information to be contained in notice—transactions that involve creation of Class III carriers.

- (a) The full name and address of the applicant;
- (b) The name, address, and telephone number of the representative of the applicant who should received correspondence;
- (c) A statement that an agreement has been reached or details about when an agreement will be reached;
- (d) The operator of the property;
- (e) A brief summary of the proposed transaction, including:
 - 1. The name and address of the railroad transferring the subject property;
 - 2. The proposed time schedule for consummation of the transaction;
 - 3. The mile-posts of the subject property, including any branch lines, and
 - 4. The total route miles being acquired;
- (f) A map that clearly indicates the area to be serve, including origins, termini, stations, cities, counties, and states; and
- (g) A certificate that applicant's projected revenues do not exceed those that would qualify it as a Class III carrier.
- (h) Transactions imposing interchange commitments. "(1) If a proposed acquisition or operation of a rail line or change of operators involves a provision or agreement that may limit future interchange with a third-party connecting carrier, whether by outright prohibition, per-car penalty, adjustment in the purchase price or rental, positive economic inducement, or other means ('interchange commitment'), the following additional information must be provided:
 - (I) The existence of that provision or agreement and identification of the affected interchange points;"

The undersigned hereby certifies that there are no such provisions or agreements.

David C. Dillon, Attorney for Chicago Rail & Port