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April 8, 2021

By Electronic Filing

Ms. Cynthia Brown
Chief, Section of Administration
Surface Transportation Board
395 E Street SW
Washington, DC 20423

ENTERED
Office of Proceedings
April 8, 2021
Part of
Public Record

Re: Docket No. NOR 42144, *et al.*, North American Freight Car Association, *et. al.* v.
Union Pacific Railroad Company

Dear Ms. Brown:

In accordance with the Protective Order served October 23, 2017 herein, enclosed are the signed Undertakings for Highly Confidential Material of Michael F. McBride and Ani Esenyan on behalf of Complainant The Chlorine Institute. Please contact me if you have any questions.

Respectfully submitted,

A handwritten signature in blue ink that reads "Michael F. McBride".

Michael F. McBride

Enclosures
cc: Service List

UNDERTAKING
HIGHLY CONFIDENTIAL MATERIAL

As outside counsel for Chlorine Institute, for which I am acting in this proceeding, I have read the Protective Order served on October 23, 2017 [date], governing the production of confidential and highly confidential documents in NOR 42144, NOR 42150, NOR 42152, and NOR 42153, understand the same, and agree to be bound by its terms. I further agree not to disclose any data, information or material designated "HIGHLY CONFIDENTIAL" to any person or entity who: (i) is not eligible for access to "HIGHLY CONFIDENTIAL" material under the terms of the Protective Order, or (ii) has not executed a "HIGHLY CONFIDENTIAL" undertaking in the form hereof. I also understand and agree, as a condition precedent to my receiving, reviewing, or using copies of any documents designated "HIGHLY CONFIDENTIAL," that I will limit my use of those documents and the information they contain to NOR 42144, NOR 42150, NOR 42152, or NOR 42153 and any judicial review proceeding arising herefrom, that I will take all necessary steps to assure that said documents and information will be kept on a confidential basis by any outside counsel or outside consultants working with me, that under no circumstances will I permit access to said documents or information by personnel of my client, its subsidiaries, affiliates, or owners, and that at the conclusion of NOR 42144, NOR 42150, NOR 42152, or NOR 42153 and any judicial review proceeding arising herefrom, I will promptly destroy any copies of such designated documents obtained or made by me or by any outside counsel or outside consultants working with me, provided, however, that outside counsel and consultants may retain file copies of pleadings filed with the Board. I further understand that I must destroy all notes or other documents containing such highly confidential information in compliance with the terms of this Protective Order. Under no circumstances will I permit access to documents designated "HIGHLY CONFIDENTIAL" by, or disclose any information contained therein to, any person or entities for which I am not acting in this proceeding.

I understand and agree that money damages would not be a sufficient remedy for breach of this Undertaking and that parties producing confidential documents shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach, and I further agree to waive any requirement for the securing and posting of any bond in conjunction with such remedy. Such remedy shall not be deemed to be the exclusive remedy for breach of this Undertaking but shall be in addition to all remedies available at law or equity.



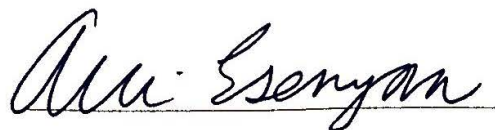
Michael F. McBride
Van Ness Feldman, LLP
Partner
OUTSIDE COUNSEL

Dated: April 8, 2021

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Ani Enesyan
Van Ness Feldman, LLP
Associate
OUTSIDE COUNSEL

Dated: April 8, 2021