

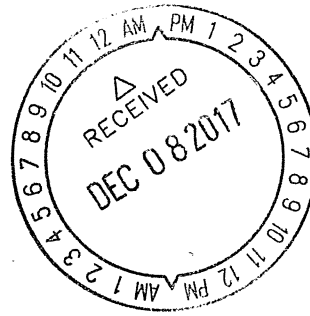
DILLON & NASH, LTD.

Attorneys at Law

David C. Dillon, M.B.A., J.D.

December 7, 2017

Surface Transportation Board
Chief Section of Administration
395 E. Street S.W.
Washington, D.C. 20423



244878

3100 Dundee Road
Suite 508
Northbrook, Illinois 60062
Telephone: (847) 498-3000
Fax: (847) 291-3415

ENTERED
Office of Proceedings
December 20, 2017
Part of
Public Record

Re: Filing of Verified Notices of Exemption
Under 49 C.F.R. §1150.31 – Great Lakes
Terminal Railroad, LLC
FD 36160

Dear Sir or Madam:

Our office represents Great Lakes Terminal Railroad, LLC. I have enclosed herewith Verified Notices of Exemption Under 49 C.F.R. §1150.31 (an original and ten copies). I have also enclosed a check in the amount of \$1,800.00 for the filing fee.

While I have filed this action as Verified Notice of Exemption that the railroad entity is a Class III rail, I want to confirm that the ***railroad revenue will be under Five Million Dollars (\$5,000,000).***

Further, the total track acquired and operated by Great Lakes Terminal Railroad is 12,500 linear feet (2.37 miles).

If you have any questions please feel free to contact me. Thank you for your assistance in this matter.

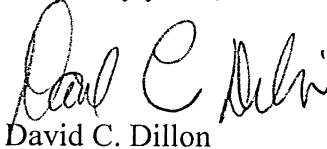
FILED

December 20, 2017

SURFACE

TRANSPORTATION BOARD

Very truly yours,


David C. Dillon

FEE RECEIVED

Enclosures

**December 20, 2017
SURFACE
TRANSPORTATION BOARD**

DILLON & NASH, LTD.

Attorneys at Law

David C. Dillon, M.B.A., J.D.

3100 Dundee Road

Suite 508

Northbrook, Illinois 60062

Telephone: (847) 498-3000

Fax: (847) 291-3415

December 7, 2017

Surface Transportation Board
Chief Section of Administration
395 East Street S.W.
Washington, D.C. 20432

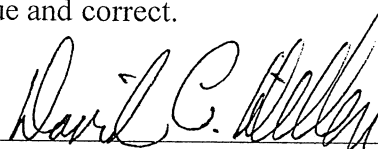
Re: Certification Relative to Verified Notices of Exemption Under 49 C.F.R.
§1150.31 -Great Lakes Terminal Railroad, LLC - FD 36160

Dear Sir or Madam:

Our office represents Great Lakes Terminal Railroad, LLC. I hereby certify the following:

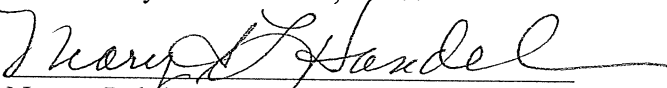
- 1) The annual revenue of Great Lakes Terminal Railroad, LLC will not exceed \$5,000,000 (Five Million Dollars) per year.
- 2) The specific location of Great Lakes Terminal Railroad, LLC is 13535 South Torrence Avenue, Chicago, Illinois, along Norfolk Southern Railroad right of way (operated by trackage rights Indiana Harbor Belt Railroad).
- 3) The delivery of rail cars to, and removal of railcars from, Great Lakes Terminal Railroad Terminal, LLC tracks on its site are made by Indiana Harbor Belt Railroad Company.

I certify that the above statements are true and correct.

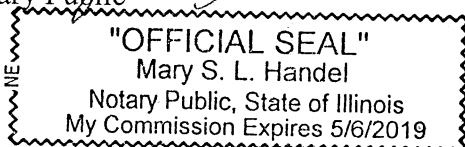


David C. Dillon, Attorney for Great Lakes Terminal Railroad, LLC

SUBSCRIBED AND SWORN to before me
this 7th day of December, 2017.



Notary Public



CERTIFICATION

TO: United States Surface Transportation Board
DATE: December 7, 2017
IN RE: Great Lakes Terminal Railroad, LLC
"Transactions Imposing Interchange Commitments"
DOCKET #: **FD 36160**

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 Great Lakes
Terminal Railroad, LLC

**VERIFIED NOTICES OF EXEMPTION
UNDER 49 C.F.R. § 1150.31**

By: David C. Dillon
Dillon & Nash, Ltd.
3100 Dundee Road, Suite 508
Northbrook, Illinois 60062
(847) 498-3000

Great Lakes Terminal Railroad, LLC

*Attorney for Applicant
in FD 36160*

Applicant in FD 36160

DATE FILED: December 7, 2017

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

Great Lakes Terminal Railroad, LLC	)	
	)	FD 36160

**VERIFIED NOTICE OF EXEMPTION
UNDER 49 C.F.R. § 1150.31**

Pursuant to 49 C.F.R. § 1150.31, *et. seq.* and 49 U.S.C. § 10502(a), Great Lakes Terminal Railroad, LLC (GLTRR), hereby provides verified notice of exemption from 49 U.S.C. § 10901 for GLTRR's acquisition by sub-lease and Operating Agreement from Great Lakes Reloading, LLC, and operation pursuant to operating agreement between Great Lakes Terminal Railroad, LLC and Great Lakes Reloading, LLC, of approximately 12,500 feet (2.37 miles) of existing railroad right-of-way and trackage and transloading facilities owned by Centerpoint Chicago Enterprise, LLC, and leased to Great Lakes Reloading, LLC, in Chicago, Illinois ("Chicago Transload Facility trackage"). The Chicago Transload Facility trackage is more specifically described and depicted in Appendix 1-A (description) and Appendix 1-B (map) attached to this notice.

GREAT LAKES TERMINAL RAILROAD, LLC IS A LINE OF RAILROAD THAT QUALIFIES FOR THE CLASS EXEMPTION FROM 49 U.S.C. § 10901, RATHER THAN TRACK EXCEPTED FROM BOARD ACQUISITION AND OPERATION AUTHORITY UNDER § 10906

Centerpoint Chicago Enterprise, LLC owns the Chicago Transload Facility trackage, and leases the Chicago Transload Facility to Great Lakes Reloading, LLC. The trackage is used in conjunction with interchanging with Indiana Harbor Belt Railroad, operating on trackage rights over

NSRR track. Inbound shipments of steel rebar and steel piping, arrive primarily to the Chicago Transload Facility by truck and transloaded onto rail cars. After arrival by truck, the steel rebar and pipe is cut into lengths which will permit it to fit on bulk-head flat cars and other suitable rail equipment (lengths up to 89 feet). The Chicago Transload facility also transloads, from inbound flatbed trucks, large pieces of agriculture and construction equipment to railcars for export shipment.

There is currently 12,500 linear feet of track located on the Chicago Transload Facility.

In this circumstance, the Chicago Transload Facility trackage is properly considered to be a line of railroad under 49 U.S.C. § 10901 pursuant to the Board's tenant-use test, rather than spur, switching or side tracks excepted from Board authority over their acquisition and operation by virtue of 49 U.S.C. § 10906. The tenant-use test is described in the Board's decision denying reconsideration in *Effingham Railroad Company - Petition for Declaratory Order - Construction at Effingham, IL*, STB Docket No. 41986 and embraced proceedings, 1998 STB LEXIS 253, decision served September 18, 1998; *aff'd sub nom. United Transp. Union v. Surface Transportation Board.*, 183 F.3d 606 (7th Cir. 1999).

In that case, as here pertinent, Agracel Corporation transloaded beer from rail to truck at a warehouse that it operated in an industrial park at Effingham, IL. Agracel owned approximately 206 feet of right-of-way and track that extended between its warehouse and trackage owned and operated by Conrail. Previously, Conrail had operated over the Agracel trackage to provide service to Agracel. It was proposed that Effingham Railroad Company (ERRC), a noncarrier, substitute for Conrail as provider of the rail service over the Agracel trackage. ERRC filed a notice of exemption under 49 C.F.R. § 1150.31 for its operation over that trackage. The United Transportation Union (UTU) contended that the Board lacked authority over the proposed operation because Agracel

trackage is spur, switching or side track excepted from Board operation authority under 49 U.S.C. § 10906.

In finding that the Agracel trackage was a line of railroad under 49 U.S.C. § 10901, the Board said (1998 STB LEXIS 253, at 8-9 (emphasis in original)):

...(I)n those cases where a tenant railroad's intended use of a track segment is different from the use made by the railroad owning the track, we have determined that the tenant's use, rather than the character of the trackage itself, is controlling with regard to its own operations, subject to consideration of the purpose and effect of the construction under *Texas & Pacific* (citations omitted).

In the initial notice, even under its new approach, ERRC became the operator of a line of track connecting Conrail to the site of the industrial park. Conrail clearly had operated this short track segment as an exempt siding or spur. However, because it was ERRC's initial railroad operation, this track segment became ERRC's entire line of railroad and was not, as to ERRC, a siding or spur. This small piece of trackage initiated ERRC's service from a connection or interchange point with Conrail to a shipper's facility within the industrial park. Thus ERRC's becoming the operator was the proper subject of the initial notice of exemption and was not statutorily exempt under section 10906.

It is apparent from the Board's decision in that case that the tenant-use test also applies when a new rail carrier is using trackage pursuant to an operating agreement rather than a lease, and when the prior use of the track was by a third-party carrier rather than by the shipper-owner of the trackage. In upholding the Board's decision in that case, the reviewing court held that it was reasonable for the Board to classify the trackage by virtue of the tenant's use. *United Transp. Union vs. Surface Transportation Bd.*, *supra*. 193 F.3d at 614. *Accord: Chicago Rail Link LLC - Lease & Oper. - Union Pacific R.R. Co.*, 2 S.T.B. 534 (1997), *aff'd sub nom. United Transp. Union - Illinois v. Surface Transp.*, 169 F.3d 474 (7th Cir. 1999).

Inasmuch as the subject transaction will be GLTRR's initial railroad acquisition, and the Chicago Transload Facility trackage will constitute the entire line of railroad of GLTRR, it follows that the Chicago Transload Facility trackage is a line of railroad under 49 U.S.C. § 10901, rather than spur, switching or side tracks excepted from Board acquisition and operation authority by virtue of 49 U.S.C. § 10906.

INFORMATION REQUIRED BY 49 C.F.R. § 1150.33

(a) *The full name and address of the applicant;*

The full name and address of the applicant in FD 36160 is Great Lakes Terminal Railroad, LLC, 13535 South Torrence Avenue, Chicago, Illinois, 60633.

(b) *The name, address, and telephone number of the representative of the applicant who should receive correspondence;*

GLTRR representative is David C. Dillon, Dillon & Nash, Ltd., 3100 Dundee Road, Suite 508, Northbrook, Illinois, 60062.

(c) *A statement that an agreement has been reached or details when an agreement will be reached;*

An Operating Agreement between Great Lakes Reloading, LLC and Great Lakes Terminal Railroad, LLC, concerning the Chicago Transload Facility trackage will be reached within thirty (30) days, and an agreement in principle has been reached. A copy of draft of the Operating Agreement is provided herewith.

(d) *The operator of the property;*

GLTRR will be 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,*

The entity transferring the subject property is Great Lakes Reloading, LLC, a non-railroad entity, 13535 S. Torrence Avenue, Chicago, Illinois, 60633.

(2) *The proposed time schedule for consummation of the transaction,*

Great Lakes Terminal Railroad, LLC will enter into an Operating Agreement with Great Lakes Reloading, LLC within the next 30 days. Operations are proposed to be consummated on or about December 1, 2017.

(3) *The mile-posts of the subject property, including any branch lines, and*

The Chicago Transload Facility trackage is not described by milepost numbers. The trackage is described and depicted in Appendices 1-A and 1-B attached to this Notice.

(4) *The total route miles being acquired;*

A total of approximately 12,500 feet/2.37 miles of trackage is to be operated by GLTRR.

(f) *A map that clearly indicates the area to be served, including origins, termini, stations, cities, counties, and States:*

The required map is attached to this Notice as Appendix 1-B.

(g) *A certificate that applicant's projected revenues do not exceed those that would qualify it as a Class III carrier.*

The required certificate is attached to this Notice as Appendix 2.

CAPTION SUMMARY

A caption summary required by 49 C.F.R. § 1150.34 for Finance Docket Number FD36160 is attached to this Notice as Appendix 3.

ENVIRONMENTAL AND HISTORIC REPORT

The proposed acquisition and operation do not require environmental and historic reporting. See 49 C.F.R. § 1105.6(c)(2)(i) and 49 C.F.R. § 1105.8(b)(1).

LABOR PROTECTION

Pursuant to 49 U.S.C. § 10901(c), labor protection requirements do not apply to this transaction.

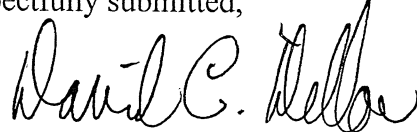
VERIFICATION

The verification is attached to this Notice as Appendix 4.

CONCLUSION AND REQUESTED RELIEF

WHEREFORE, within 30 days of the filing of this Notice, the Director of the Board's Office of Proceedings should publish notices in the Federal Register of the filing of notices of exemption in FD 36160. See 49 C.F.R. § 1150.32(b).

Respectfully submitted,



Great Lakes Terminal Railroad, LLC

By: David C. Dillon
Dillon & Nash, Ltd.
3100 Dundee Road, Suite 508
Northbrook, Illinois 60062
(847) 498-3000

*Attorney for Applicant
in FD 36160*

Applicant in Finance Docket No. FD 36160

DATE FILED: December 7, 2017

FD 36160

Appendix 1-A

LENGTH OF GREAT LAKES TERMINAL RAILROAD, LLC
CHICAGO TRANSLOAD FACILITY

Total Track: 12,500 linear feet = 2.37 miles of track



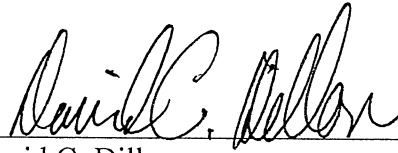
Google Earth



Subject trackage highlighted.

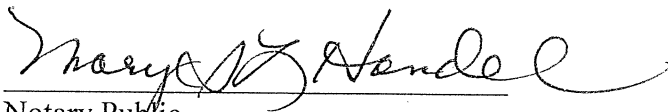
CERTIFICATION UNDER 49 C.F.R. § 1150.33(g)

Great Lakes Terminal Railroad, LLC hereby certifies under 49 C.F.R. § 1150.33(g), that the projected revenues from the acquisition and operation proposed in this matter do not exceed those that would qualify it as a Class III rail carrier, and will not exceed Five Million Dollars (\$5,000,000).

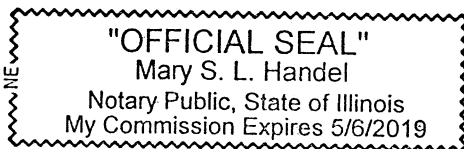


David C. Dillon
Authorized Representative of
Great Lakes Terminal Railroad, LLC

SUBSCRIBED AND SWORN TO before
me this 6th of December, 2017.



Notary Public



CAPTION SUMMARY

SURFACE TRANSPORTATION BOARD

Notice of Exemption

FINANCE DOCKET NO. FD 36160

GREAT LAKES TERMINAL RAILROAD, LLC
- ACQUISITION EXEMPTION -
RAIL LINE OF GREAT LAKES RELOADING, LLC
AT CHICAGO TRANSLOAD FACILITY, CHICAGO, ILLINOIS

Great Lakes Terminal Railroad, LLC (GLTRR), has filed a Notice of Exemption to acquire and operate from Great Lakes Reloading, LLC, a non-carrier, approximately 12,500 feet (2.37 miles) of right-of-way and trackage at Great Lakes Reloading, LLC's Chicago Transload Facility in Chicago, Illinois. Comments must be filed with the Board and be served on GLTRR's representative, David C. Dillon, Dillon & Nash, Ltd., 3100 Dundee Road, Suite 508, Northbrook, Illinois, 60062, (847) 498-3000.

This Notice is filed under 49 C.F.R. § 1150.31. If the Notice contains false or misleading information, the exemption is void *ab initio*. Petitions to revoke the exemption under 49 U.S.C. § 10502(d) may be filed at any time. The filing of a petition to revoke will not automatically stay the transaction.

By the Board

(Seal)

Chief, Section of Administration
Office of Proceedings
Surface Transportation Board

VERIFICATION

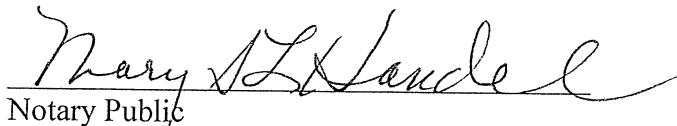
STATE OF ILLINOIS)
)
COUNTY OF COOK)

David C. Dillon, being duly sworn, states that he is an attorney for Great Lakes Terminal Railroad, LLC; that he is familiar with the factual allegations made in the foregoing Notice of Exemption on behalf of GLTRR; and that such allegations are true as stated.



David C. Dillon, Attorney for
Great Lakes Terminal Railroad, LLC

SUBSCRIBED AND SWORN to before
me this 4th day of December, 2017.


Notary Public

THIS AGREEMENT CONTAINS AN AUTOMATIC RENEWAL PROVISION

OPERATING AGREEMENT

THIS AGREEMENT, made and entered into as of the _____ day of _____, 2017, between GREAT LAKES RELOADING, LLC (GLR) and GREAT LAKES TERMINAL RAILROAD, LLC (GLTRR).

WITNESSETH:

WHEREAS, GLTRR has acquired by Sub-Lease from Great Lakes Reloading approximately 12,500 linear feet (2.37 miles) of right-of-way and trackage located at Great Lakes Reloading's Chicago Transload Facility, in Chicago, Illinois, more particularly described in Appendix 1 attached hereto ("the Chicago Transload Facility trackage"); and

WHEREAS, GLTRR desires to operate and maintain the Chicago Transload Facility trackage for the provision of rail service in the name of, and in behalf of, Great Lakes Reloading; and

WHEREAS, Great Lakes Reloading is agreeable to such operation and maintenance upon the terms and conditions herein contained.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein the parties hereto agree as follows:

ARTICLE ONE

**GRANT OF RIGHT TO OPERATE AND MAINTAIN THE
CHICAGO TRANSLOAD FACILITY TRACKAGE**

Subject to the terms and conditions provided in the Sub-Lease between Great Lakes Reloading and Great Lakes Reloading Terminal Railroad Company (Illinois), LLC, (i) Great Lakes Reloading hereby grants to GLTRR the right to operate its trains, locomotives, cars, and equipment

with its crews over the Chicago Transload Facility trackage for the purpose of providing rail service to shippers and receivers located on such lines and to transport shipments by rail over such lines, and to maintain the Chicago Transload Facility trackage, and (ii) GLTRR agrees to operate and maintain the Chicago Transload Facility trackage. GLTRR reserves the right to operate trains, locomotives, cars, and equipment on an as-needed basis, using a leased locomotive or a substitute, using its own personnel. GLTRR will perform all necessary freight car switching at the Chicago Transload Facility and will operate all freight car loading and unloading facilities.

ARTICLE TWO

TERM; TERMINATION

Section 2.01 Term. Subject to earlier termination as provided herein, the term of this Agreement shall be one year from the date of this Agreement shown above; provided, however, that this Agreement will be renewed automatically for additional one year periods unless, no later than 60 days before its expiration, either Great Lakes Reloading or GLTRR provides written notice to the other party of its intent not to renew this agreement.

Great Lakes Reloading may terminate this Agreement upon ten (10) calendar days written notice if by any reason most of the circulating shares in GLTRR with right to a vote are no longer property of Great Lakes Reloading, or its parent or affiliated companies, or if any shares in GLTRR are owned, directly or indirectly, by a competitor of Great Lakes Reloading.

Section 2.02 Termination For Default. Either party may terminate this Agreement by written notice if the other party fails to perform any obligation required of it hereunder and fails to remedy such default within thirty (30) days after receipt of written notice of such default.

Section 2.03 Termination for Bankruptcy, Etc. Either party may immediately terminate this Agreement by written notice if the other party enters into or is placed in bankruptcy or receivership or is nationalized, become insolvent, or makes an assignment for the benefit of its creditors.

ARTICLE THREE

SCOPE OF OPERATIONS AND MAINTENANCE AND COMPENSATION THEREFORE

The scope of operations and maintenance and the agreed compensation therefore are contained in Appendix 2 attached hereto. The parties may amend Appendix 2 from time to time by executing an amended scope of operations and maintenance and compensation.

ARTICLE FOUR

GOVERNMENT APPROVAL, ETC.

GLTRR at its own expense shall obtain any and all governmental approvals, authorizations, permits, licenses, and exemptions that may be required for its operation and maintenance of the Chicago Transload Facility trackage.

ARTICLE FIVE

INSURANCE

GLTRR shall be required to obtain and keep in force a commercial general liability insurance policy covering GLTRR's operation and maintenance of the Chicago Transload Facility trackage, including public liability, personal injury, property damage, and contractual liability with per occurrence and aggregate limits of not less than \$2 million. Great Lakes Reloading shall be named as an additional insured in such policy. Upon reasonable request, GLTRR shall make such policy available for inspection and review by Great Lakes Reloading.

ARTICLE SIX

MANAGEMENT AND OPERATIONS

GLTRR shall comply with the provisions of the Federal Safety Appliance Act, as amended, and all other federal, state, and local laws, regulations and rules respecting (i) the operations and maintenance of the Chicago Transload Facility trackage, (ii) the operation, condition, inspection and

safety of GLTRR's trains, locomotives, cars, and equipment while such trains, locomotives, cars, and equipment are being operated over the Chicago Transload Facility trackage. GLTRR shall indemnify, protect, defend, and save harmless Great Lakes Reloading and its officers, agents and employees from and against all fines, penalties and liabilities imposed upon GLTRR or its officers, agents and employees under such laws, rules and regulations by any public authority or court having jurisdiction in the premises, when attributable in any manner to the failure of GLTRR to comply with its obligations under this article.

ARTICLE SEVEN

LIABILITY AND INDEMNITY

Whenever any loss of, damage to, or destruction of any property whatsoever, or injury or death of any person or persons whomsoever, occurs with the trains, locomotives, cars, or equipment of, or in the account of GLTRR, GLTRR shall assume all liability therefore, and shall forever protect, defend, indemnify and save harmless Great Lakes Reloading and its officers, agents and employees from and against any such liability, cost and expense, except if such loss, damage, injury or death was caused by GLTRR.

ARTICLE EIGHT

ENVIRONMENTAL CONDITIONS

Great Lakes Reloading shall indemnify GLTRR for any and all Losses resulting from environmental conditions existing on the Chicago Transload Facility trackage as of the commencement of operations by GLTRR. GLTRR shall indemnify Great Lakes Reloading for any and all Losses resulting from environmental conditions occurring or arising on the Chicago Transload Facility trackage during the term of this Agreement except to the extent caused by the act or omission of Great Lakes Reloading.

ARTICLE NINE

THIRD PARTY CLAIMS RELATING TO OWNERSHIP OPERATION

GLTRR shall not cause any lien, claim, or encumbrance to be placed against the Chicago Transload Facility trackage. If any such lien, claim or encumbrance shall be filed or placed against the Chicago Transload Facility trackage or any part thereof, GLTRR agrees to discharge the same within 30 days after GLTRR has notice thereof. If GLTRR fails to do so, Great Lakes Reloading shall have the right (but not the obligation) to pay or discharge any such liens, claims or encumbrances without inquiry as to their validity and any amount so paid, including interest, fees, charges, and expenses, shall be paid by GLTRR to Great Lakes Reloading, as applicable.

ARTICLE TEN

FINANCIAL STATEMENTS

If Great Lakes Reloading shall so request, GLTRR shall be required on a quarterly basis to provide statements reflecting its financial condition, such as a balance sheet and profit-loss statement.

ARTICLE ELEVEN

CONFIDENTIALITY

GLTRR will keep secret and confidential at all times and will not disclose, divulge, or communicate any confidential or proprietary information provided by Great Lakes Reloading hereunder, in any manner, directly or indirectly, to any third party, except as permitted by this Agreement, and except where that information:

- (a) is or later become publicly known under circumstances involving no breach of this Agreement by GLTRR;

- (b) was already known to GLTRR at the time it was received from Great Lakes Reloading, not under an obligation of confidentiality, as evidenced by written documents in the possession of GLTRR; or
- (c) is made available to GLTRR by a third party without secrecy obligations and without breach of an obligation to Great Lakes Reloading.

GLTRR may disclose confidential information only to those of its directors, officers, and employees who legitimately require it for the purposes permitted by this Agreement, and will use its best efforts to prevent any unauthorized disclosure by them.

Notwithstanding the termination of this Agreement, the obligations of GLTRR under this Section 11 shall continue in force for ten (10) years after termination.

ARTICLE TWELVE

REAL PROPERTY TAXATION

GLTRR agrees to file Illinois Department of Revenue Railroad Railroad Property Tax Returns (including but not limited to PTAX 500 through 513 and 520A through 523, and 537), listing the Chicago Transload Facility property as “railroad operating property” as defined in the applicable Illinois statutes. GLTRR shall pay the resulting property taxes or immediately fully reimburse Great Lakes Reloading if Great Lakes Reloading pays such taxes.

ARTICLE THIRTEEN

AMENDMENTS

This Agreement represents the entire understanding between the parties and supersedes and replaces any and all prior agreements between the parties relating to the subject matter hereof. This Agreement may not be amended except by a written instrument signed on behalf of each party by its authorized representatives.

ARTICLE FOURTEEN

ASSIGNMENT

Neither party may assign this Agreement without the prior written consent of the other, except that Great Lakes Reloading may assign this Agreement to any entity which succeeds, by sale, merger, acquisition, transfer, or otherwise, to all or substantially all of its assets or business at its Chicago Transload Facility.

ARTICLE FIFTEEN

MISCELLANEOUS

Section 15.01 Any notices, requests, or other communications hereunder shall be in writing and shall be deemed to have been duly given when made upon a party by personal service at any place where they may be found or by mailing such notices, requests, or communications by certified mail, postage prepaid and return receipt requested, or by nationally recognized courier, or by transmitting such notice by facsimile, in each case to the following addresses or facsimile numbers, as the case may be:

- (a) If to Great Lakes Reloading
- (b)
- (a) If to GLTRR:
- (b)

Either party may provide changes in the above addresses to the other party by a notice given to the other party in this Section 15.01.

Section 15.02 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

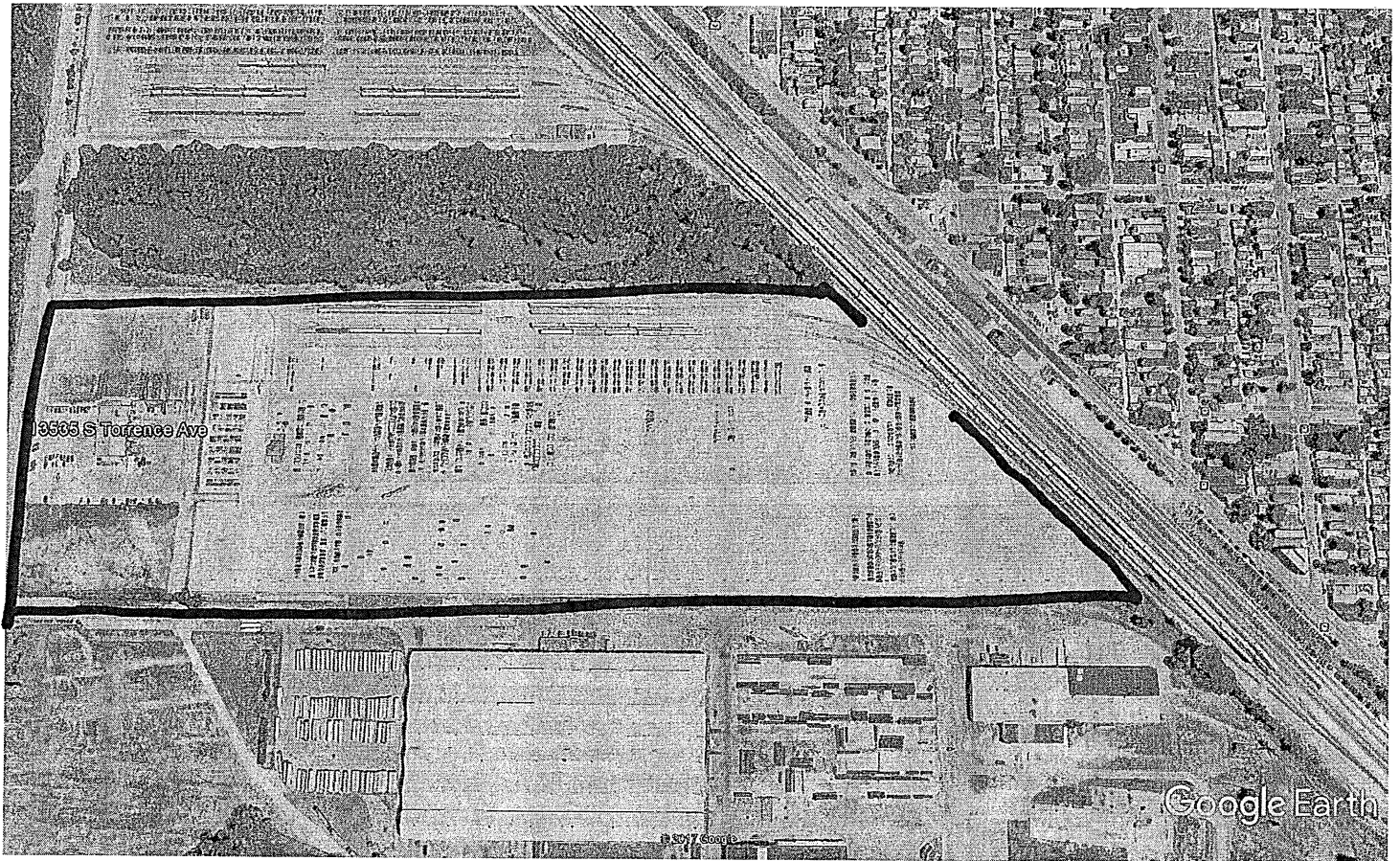
Section 15.03. Severability. If any provision in this Agreement shall for any reason be determined to be invalid or unenforceable, the balance of such provision and the remaining provisions of this Agreement shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable provision had not been a part hereof.

Section 15.4 Titles. The title of the sections and subsections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the day and year first above written.

By: _____
Authorized Representative
Great Lakes Reloading, LLC

By: _____
Authorized Representative
Great Lakes Terminal Railroad, LLC



Google Earth



Chicago Transload Facility
Subject property outlined - 13535 S. Torrence, Chicago, IL

APPENDIX 2

SCOPE OF WORK

GREAT LAKES RELOADING (GLR) and GREAT LAKES TERMINAL RAILROAD, LLC (GLTRR) hereby agree to the following scope of work in accordance with Article Three of the Operating Agreement between them made and entered into as of December 1, 2017.

A. **Operation**

GLTRR will furnish a properly trained and qualified locomotive engineer and railroad switchman (collectively, operating crew) or a crew consisting of qualified remote control operators (as qualified and certified according to federal transportation standards) to provide railroad switching service at the Chicago Transloading Facility, Chicago, Illinois (work site). It is expected that the operating crew will work eight hours a day, Monday through Friday (full time) or as required. If such railroad switching service does not occupy that number of hours of operation on any day, the operating crew shall utilize the remaining hours of any such day doing one or more of the following activities: (1) hand check track gauge within all tracks and turnouts; (2) clean and lubricate moving parts of all switches; (3) hand check bolts within switch and track area; (4) perform other railroad-related projects as needed. At the reasonable request of GLR from time to time, the operating crew will work a greater number of hours per day than the numbers identified above.

GLTRR will furnish a locomotive capable of performing the railroad switching service identified above. GLTRR will maintain that locomotive in such manner that it is in condition adequate to perform the rail switching service identified above. GLTRR will provide for use by operating crew: (1) a contractor vehicle with small tools and a generator; and (2) a set of hand radios.

B. **Maintenance**

The operating crew will perform light track maintenance and daily inspection of the trackage at the work site. GLTRR will provide sufficient properly trained and qualified maintenance personnel to perform other maintenance activity, as needed (collectively, maintenance crew). The number of persons in a maintenance crew will vary depending on the maintenance work to be done. However, in most cases, a maintenance crew will consist of four persons. GLTRR will provide equipment and tools as required for maintenance activity.