

LAW OFFICES OF
LOUIS E. GITOMER, LLC.

LOUIS E. GITOMER
Lou@lgraillaw.com

MELANIE B. YASBIN
Melanie@lgraillaw.com
410-296-2225

600 BALTIMORE AVENUE, SUITE 301
TOWSON, MARYLAND 21204-4022
(410) 296-2250 • (202) 466-6532
FAX (410) 332-0885

August 19, 2013

Cynthia T. Brown
Chief of the Section of Administration, Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, D. C. 20423

Dear Ms. Brown:

I have enclosed for efileing the document described below, to be recorded pursuant to 49 U.S.C. § 11301.

The document is a Memorandum of Assignment and Assumption Agreement, a primary document, dated as of August 9, 2013. We request that this document be given the next available recordation number.

The names and addresses of the parties to the Memorandum of Assignment and Assumption Agreement are:

Assignors:

RELCO Finance, Inc.
1001 Warrenville Road
Lisle, IL 60532

RELCO Locomotives, Inc.
1001 Warrenville Road
Lisle, IL 60532

Assignee:

GATX Rail Locomotive Group, L.L.C.
580 California Street, Suite 1100
San Francisco, CA 94104

A description of the equipment covered by the Memorandum of Assignment and Assumption Agreement consists of 19 locomotives numbered RLCX 501, 502, 907, 915, 922, 925, 1216, 1237, 1262, 1266, 1271, 1272, 1274, 1291, 1305, 1308, 1317, 2011, and 2012.

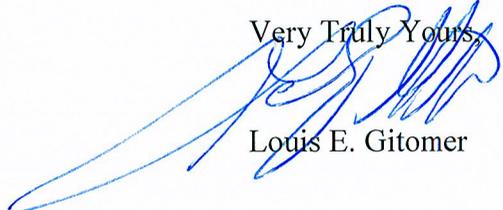
Ms. Cynthia T. Brown
August 19, 2013
Page 2

A fee of \$42.00 is enclosed. Please return one copy by email to:

Louis E. Gitomer
600 Baltimore Avenue, Suite 301
Towson, MD 21204
Lou@lgraillaw.com

A short summary of the document to appear in the index follows: a Memorandum of Assignment and Assumption Agreement between RELCO Finance, Inc., 1001 Warrenville Road, Lisle, IL 60532, and RELCO Locomotives, Inc., 1001 Warrenville Road, Lisle, IL 60532, and GATX Rail Locomotive Group, L.L.C., 580 California Street, Suite 1100, San Francisco, CA 94104, covering 19 locomotives numbered RLCX 501, 502, 907, 915, 922, 925, 1216, 1237, 1262, 1266, 1271, 1272, 1274, 1291, 1305, 1308, 1317, 2011, and 2012.

Very Truly Yours,



Louis E. Gitomer

Enclosure

MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

This MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT is dated as of August 9, 2013, by and between RELCO Finance, Inc., an Illinois corporation (“RELCO Finance”), and RELCO Locomotives, Inc., an Illinois corporation (“RELCO Locomotives,” and together with RELCO Finance, the “Assignor”), and GATX Rail Locomotive Group, L.L.C., a Delaware limited liability company (“Assignee”).

WITNESSETH:

1. RELCO Finance, as lessor, entered into that certain Locomotive Lease Agreement dated as of December 4, 1998, by and between lessor, as successor by assignment to RELCO Locomotives, and Dayton Synchronous Support Center, as lessee, that certain Locomotive Lease Agreement dated as of June 17, 2009, by and between lessor and Indiana Harbor Coke Company, as lessee, that certain Locomotive Lease Agreement dated as of January 9, 2008, by and between lessor and Marquis Energy, LLC, as lessee, that certain Locomotive Lease Agreement dated as of July 29, 2010, and Addendum to Lease Agreement dated as of May 30, 2012, by and between lessor and North Star BlueScope Steel LLC, as lessee, that certain Locomotive Lease Agreement dated as of April 9, 2009, and Amendment 1 to Lease Agreement dated effective February 20, 2013, by and between lessor and Patriot Leasing Company, LLC, as lessee, that certain Locomotive Lease Agreement dated November 24, 2009, Addendum to Lease and Maintenance Agreement dated October 1, 2010, and Addendum to Lease Agreement dated February 7, 2013, by and between lessor and Severstal Dearborn Inc., as lessee, that certain Locomotive Lease Agreement dated as of December 1, 2008, by and between lessor and SMS Mill Services LLC, that certain Locomotive Lease Agreement dated as of October 6, 2010, by and between lessor and SMS Mill Services Coatesville, LLC, as lessee (the “Leases”), for certain locomotive equipment described in Exhibit A attached hereto (the “Equipment”), and RELCO Locomotives, as the RELCO party thereto, entered into that certain Locomotive Maintenance Agreement dated as of December 4, 1998, by and between RELCO and Dayton Synchronous Support Center, as customer, that certain Locomotive Maintenance Agreement dated as of June 17, 2009, by and between RELCO and Indiana Harbor Coke Company, as customer, that certain Locomotive Maintenance Agreement dated as of January 9, 2008, by and between RELCO and Marquis Energy, LLC, as customer, that certain Locomotive Maintenance Agreement dated as of August 6, 2010, by and between RELCO and North Star BlueScope Steel LLC, as customer, that certain Locomotive Maintenance Agreement dated November 24, 2009, and Addendum to Lease and Maintenance Agreement dated October 1, 2010, and Addendum to Maintenance Agreement dated December 21, 2012, by and between RELCO and Severstal Dearborn Inc., as customer, that certain Locomotive Maintenance Agreement dated as of December 1, 2008, by and between RELCO and SMS Mill Services LLC, as customer, and that certain Locomotive Maintenance Agreement dated as of October 6, 2010, by and between RELCO and SMS Mill Services Coatesville, LLC, as customer (the “Maintenance Agreements”).

2. Assignor and Assignee have entered into that certain Assignment and Assumption Agreement dated as of July 31, 2013, which is evidenced by this Memorandum of Assignment

and Assumption Agreement with respect to the Leases, the Equipment and the Maintenance Agreements.

3. This Memorandum of Assignment and Assumption Agreement may be executed in any number of counterparts, each of which shall be an original, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.

IN WITNESS WHEREOF, each of the parties hereto has caused this Memorandum of Assignment and Assumption Agreement to be executed by their duly authorized officers as of the date first written above.

RELCO Finance, Inc.

By: _____
Name: _____
Title: _____

RELCO Locomotives, Inc.

By: _____
Name: _____
Title: _____

GATX Rail Locomotive Group, L.L.C.

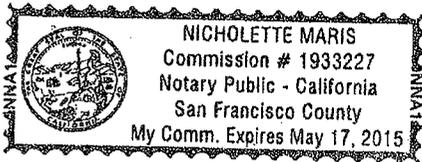
By: Curt F. Glenn
Name: Curt F. Glenn
Title: Member, Board of Representatives

State of California)
)
County of San Francisco)

On August 9, 2013 before me, Nicholette Maris, Notary Public, personally appeared Curt F. Glenn, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.



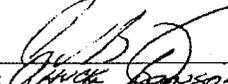
Nicholette Maris
Notary Public
My Commission expires: May 17, 2015

and Assumption Agreement with respect to the Leases, the Equipment and the Maintenance Agreements.

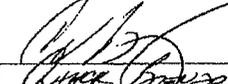
3. This Memorandum of Assignment and Assumption Agreement may be executed in any number of counterparts, each of which shall be an original, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.

IN WITNESS WHEREOF, each of the parties hereto has caused this Memorandum of Assignment and Assumption Agreement to be executed by their duly authorized officers as of the date first written above.

RELCO Finance, Inc.

By: 
Name: Bruce Hanson
Title: V.P. Business Dev.

RELCO Locomotives, Inc.

By: 
Name: Bruce Hanson
Title: V.P. Business Dev.

GATX Rail Locomotive Group, L.L.C.

By: _____
Name: Curt F. Glenn
Title: Member, Board of Representatives

State of Illinois)
)
County of DuPage)

On Aug 19th, 2013 before me, JoEllyn Van Duyn, Notary Public, personally appeared Chuck Benson, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.


Notary Public
My Commission expires: 5/24/16



EXHIBIT A

DESCRIPTION OF EQUIPMENT

1. One locomotive with road number	RLCX	501
2. One locomotive with road number	RLCX	502
3. One locomotive with road number	RLCX	907
4. One locomotive with road number	RLCX	915
5. One locomotive with road number	RLCX	922
6. One locomotive with road number	RLCX	925
7. One locomotive with road number	RLCX	1216
8. One locomotive with road number	RLCX	1237
9. One locomotive with road number	RLCX	1262
10. One locomotive with road number	RLCX	1266
11. One locomotive with road number	RLCX	1271
12. One locomotive with road number	RLCX	1272
13. One locomotive with road number	RLCX	1274
14. One locomotive with road number	RLCX	1291
15. One locomotive with road number	RLCX	1305
16. One locomotive with road number	RLCX	1308
17. One locomotive with road number	RLCX	1317
18. One locomotive with road number	RLCX	2011
19. One locomotive with road number	RLCX	2012