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December 18, 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 e-filing the document described below, to be recorded pursuant to 49 U.S.C. § 11301.

The document is a Memorandum of Lease Agreement, a primary document, dated as of August 30, 2013. We request that this document be given the next available recordation number.

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

Lessor:

GATX Rail Locomotive Group, L.L.C.  
222 W. Adams Street  
Chicago, IL 60606

Lessee:

Richardson International (U.S.) Limited  
2800 One Lombard Place  
Winnipeg, Manitoba R3B 0X8

A description of the equipment covered by the Memorandum of Lease Agreement consists of three GP15-1 locomotives numbered GMTX 407, 410 and 429.

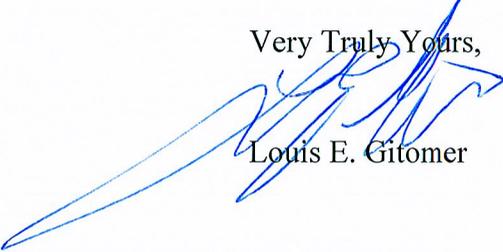
Ms. Cynthia T. Brown  
December 18, 2013  
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A fee of \$44.00 is enclosed. Please return one copy by email to:

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 Lease Agreement between GATX Rail Locomotive Group, L.L.C., 222 W. Adams Street, Chicago, IL 60606, and Richardson International (U.S.) Limited, 2800 One Lombard Place, Winnipeg, Manitoba R3B 0X8, covering three GP15-1 locomotives numbered GMTX 407, 410 and 429.

Very Truly Yours,



Louis E. Gitomer

Enclosure

**MEMORANDUM OF LEASE AGREEMENT**

dated as of August 30, 2013

between

**GATX RAIL LOCOMOTIVE GROUP, L.L.C.,**

as Lessor,

and

**RICHARDSON INTERNATIONAL (U.S.) LIMITED**

as Lessee,

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## MEMORANDUM OF LEASE AGREEMENT

THIS MEMORANDUM OF LEASE AGREEMENT is made and entered into as of August 30, 2013, between GATX RAIL LOCOMOTIVE GROUP, L.L.C. ("Lessor"), 222 W. Adams Street, Chicago, IL 60606-5314, and RICHARDSON INTERNATIONAL (U.S.) LIMITED ("Lessee"), 2800 One Lombard Place, Winnipeg, Manitoba R3B 0X8, with reference to the following:

1. Pursuant to that certain Locomotive Lease Agreement (the "Agreement"), dated as of May 12, 2008, between Lessor and Lessee, Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor, two (2) GP15-1 locomotives with road numbers GMTX 407 and 410 (the "Original Units").
2. Pursuant to that certain Amendment No. 1 to Locomotive Lease Agreement (the "Amendment" and together with the Agreement, the "Lease"), dated as of August 30, 2013, between Lessor and Lessee, Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor, one (1) additional GP15-1 locomotive with road number GMTX 429 (the "Unit" and together with the Original Units, the "Units"), and the parties have agreed to extend the term of the Lease for an additional ten years.
3. In consideration for the rights granted to Lessee under the Amendment, Lessee hereby confirms and grants Lessor a first priority security interest in the Units.
4. This Memorandum of Lease Agreement may be executed by facsimile or other electronic transmission in any number of counterparts, each executed counterpart constituting an original but all together only one Memorandum of Lease Agreement.

The rest of this page left intentionally blank; signature/notary pages to follow.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Lease Agreement to be executed as of the date first above written.

GATX RAIL LOCOMOTIVE GROUP, L.L.C.,  
as Lessor

By:   
Name: Eileen Raphael  
Title: Vice President, Business Operations

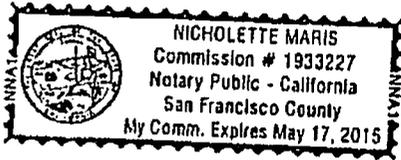
STATE OF CALIFORNIA        )  
  )  
COUNTY OF SAN FRANCISCO )

On November 19, 2013, before me, Nicholette Maris, Notary Public, personally appeared Eileen Raphael, 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 she executed the same in her authorized capacity, and that by her 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.

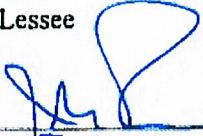
Witness my hand and official seal.

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



RICHARDSON INTERNATIONAL (U.S.)  
LIMITED

as Lessee

By: 

Name:

Jean-Marc Rost

Title:

Secretary

