



1100 Shawnee Street
Mount Vernon, Illinois
(P) 618.241.9270

RECORDATION NO. 31959-A
FILED MARCH 3, 2016 10:52 AM
SURFACE TRANSPORTATION BOARD

March 2, 2016

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
Washington DC 20423-0001

Re: Rail Equipment Recordation; E-Filing

Dear Section Chief,

I have attached for recordation, pursuant to 49 U.S.C. 11301, one original and one certified true copy of Amendment I to Locomotive Lease dated December 1, 2015 (a secondary document) to the Locomotive Lease Agreement, dated December 1, 2014, (a primary document) previously recorded with the STB under recordation # 31959.

The names and addresses of the parties to the enclosed Amendment I to Locomotive Lease Agreement are as follows:

Lessor: National Railway Equipment Co.
1100 Shawnee Street
Mt. Vernon, IL 62864

Lessee: Rail-Logix Alamo Junction, LLC
3330 S. Sam Houston Pkwy
E. Houston, TX 77047

The equipment covered by Amendment I to the Locomotive Lease Agreement is as follows:

One GP38-2 Locomotive, bearing road # NREX 30.

A short summary of the document to appear in the index:

Amendment I to Locomotive Lease Agreement dated December 1, 2015 to Locomotive Lease Agreement dated December 1, 2014 between National Railway Equipment Co. (Lessor) and Rail-Logix Alamo Junction, LLC (Lessee), for the lease of one GP38-2 Locomotive, bearing road # NREX 30.

Attached please find a credit card authorization form in the amount of \$43.00 to cover the E-Filing fees for recordation of the attached Addendum to Locomotive Lease.



1100 Shawnee Street
Mount Vernon, Illinois
(P) 618.241.9270

Please return a date-stamped copy of the Locomotive Lease Agreement to:

Hal Burgan
National Railway Equipment Co.
P.O. Box 1416
Mt. Vernon, Illinois 62864

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read 'HB', is written over the typed name.

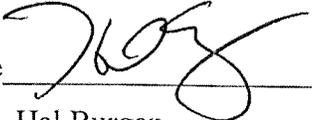
Hal Burgan
General Counsel



1100 Shawnee Street
Mount Vernon, Illinois
(P) 618.241.9270

I, Hal Burgan, certify that I am the General Counsel of National Railway Equipment Co., that the seal affixed to the forgoing instrument is the corporate seal of said corporation, that the instrument was signed and sealed on behalf of the corporation by the authority of its Board of Directors, and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the corporation. I further state under penalty of perjury that the foregoing is true and correct.

Executed on *March 2, 2016*

Signature _____

Hal Burgan
General Counsel
National Railway Equipment Co.

**AMENDMENT I TO
LOCOMOTIVE LEASE AGREEMENT**

This AMENDMENT I TO LOCOMOTIVE LEASE AGREEMENT (this "Amendment") is effectively dated as of December 1, 2015 (the "Effective Date"), by and between National Railway Equipment Co. ("Lessor"), and Rail Logix Alamo Junction, LLC, a Texas limited liability company ("Lessee")(collectively the "Parties").

WHEREAS, the Parties desire to amend that certain Locomotive Lease Agreement, entered into by and between Lessor and Lessee, regarding NREX 30, dated December 1, 2014 ("Lease").

THEREFORE, the Parties agree to extend such Lease of NREX 30 for an additional 12 months from December 1, 2015 through December 1, 2016.

All others terms and conditions in the Lease not expressly modified by this Amendment I will remain unchanged, in full force and effect.

LESSOR:

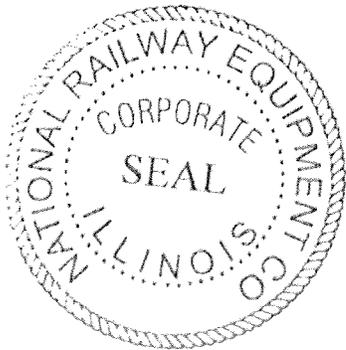
LESSEE:

NATIONAL RAILWAY EQUIPMENT CO.

RAIL LOGIX ALAMO JUNCTON, LLC

By: Keith Digitally signed by Keith
Batley
DN: cn=Keith Batley, o=NRE,
ou,
email=k.batley@nre.com,
c=US
Print Name: Keith Batley
Title: Batley Date: 2016.02.29 14:42:25
06'00'

By: Randy Bennett
Print Name: RANDY BENNETT
Title: COO

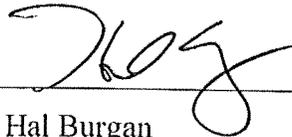




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Mount Vernon, Illinois
(P) 618.241.9270

I, Hal Burgan, certify that I am the General Counsel of National Railway Equipment Co., that I have compared this copy of the Locomotive Lease Agreement with the original Locomotive Lease Agreement and have found the copy to be complete and identical in all respects to the original document. I further state under penalty of perjury that the foregoing is true and correct.

Executed on *March 2, 2016*

Signature 
Hal Burgan
General Counsel
National Railway Equipment Co.

**AMENDMENT I TO
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This AMENDMENT I TO LOCOMOTIVE LEASE AGREEMENT (this "Amendment") is effectively dated as of December 1, 2015 (the "Effective Date"), by and between National Railway Equipment Co. ("Lessor"), and Rail Logix Alamo Junction, LLC, a Texas limited liability company ("Lessee")(collectively the "Parties").

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All others terms and conditions in the Lease not expressly modified by this Amendment I will remain unchanged, in full force and effect.

LESSOR:

LESSEE:

NATIONAL RAILWAY EQUIPMENT CO.

RAIL LOGIX ALAMO JUNCTON, LLC

By: Keith Batley
Print Name: Keith Batley
Title: Batley

Digitally signed by Keith Batley
DN: cn=Keith Batley, o=NRE, ou, email=kbatley@nre.com, c=US
Date: 2016.02.29 14:42:25 -06'00'

By: Randy Bennett
Print Name: RANDY BENNETT
Title: COO

