

RECORDATION NO. 31555 FILED

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SURFACE TRANSPORTATION BOARD

FIRST UNION RAIL

One O'Hare Centre
6250 River Road, Suite 5000
Rosemont, IL 60018

Tel 847.318.7575
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www.firstunionrail.com

Via Federal Express

January 5, 2015

Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, S.W., Suite 100
Washington, DC 20423-0001
Re: Documents for Rail Recordation

Re: Memorandum of Lease Agreement

Dear Section Chief:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) originals and one (1) copy of a Memorandum of Lease Agreement dated December 5, 2014 a primary document as defined in the Board's Rules for the Recordation of Documents. Please file this Memorandum of Lease as a primary document since a Master Lease has not been filed with the Surface Transportation Board. The names and addresses of the parties to the enclosed document are:

Lessor:	First Union Rail Corporation	Lessee:	Dallas, Garland & Northeastern Railroad, Inc.
	One O'Hare Centre		403 International Parkway, Suite 500
	6250 N River Road, Suite 5000		Richardson, TX 75081
	Rosemont, IL 60018		

A description of the railroad equipment covered by the enclosed document is for two (2) locomotives marked HLCX 6227 and HLCX 6257.

A short summary of the document to appear in the index follows: Memorandum of Lease

Also enclosed is a check in the amount of \$43.00 payable to the order of the Surface Transportation Board covering the required recordation fee. Kindly return one (1) stamped original of the enclosed document to the undersigned along with the additional copies.

If you have any questions regarding the above-referenced matter, please contact me at (847) 384-5397. Thank you for your cooperation in this matter.

Sincerely,



Marcia Dunne
Senior Documentation Specialist

Enclosure
(DGNO002)

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MEMORANDUM OF LEASE

SURFACE TRANSPORTATION BOARD

This MEMORANDUM OF LEASE dated as of December 5, 2014 (the "Memorandum"), is by and between **FIRST UNION RAIL CORPORATION**, a North Carolina corporation ("Lessor") and **DALLAS, GARLAND & NORTHEASTERN RAILROAD, INC.**, a Texas corporation ("Lessee").

The parties to this Memorandum hereby acknowledge and confirm the following:

A. Lessor and Lessee have entered into that Locomotive Lease Agreement dated as of November 1, 2014 (the "Lease") pursuant to which Lessor has agreed to furnish to Lessee, and Lessee has agreed to lease from Lessor two (2) SD40-2 locomotives, bearing reporting marks and numbers HLCX 6227 and HLCX 6257.

B. The Lease shall be effective as of the effective date thereof and will remain in effect through the lease term as set forth in the Lease.

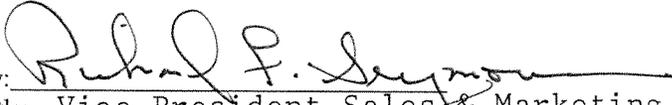
C. The parties hereto wish to show for public record this Memorandum and accordingly have caused this Memorandum to be executed by their officers thereunto duly authorized, as of the date first above written. This Memorandum may be executed in counterparts, each such counterpart shall be binding on both parties hereto, notwithstanding that both parties are not signatories to the same counterpart.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Memorandum to be executed by their duly authorized representatives as of the first date herein written above.

I certify that I hold the title set forth below, that this instrument was signed on behalf of First Union Rail Corporation by authority of its board of directors and that I acknowledge that the execution of the foregoing instrument was the free act and deed of First Union Rail Corporation. I further declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

LESSOR: FIRST UNION RAIL CORPORATION

By: 
Title: Vice President Sales & Marketing
Name: Richard F. Seymour

I certify that I hold the title set forth below, that this instrument was signed on behalf of Dallas, Garland & Northeastern Railroad Inc. by authority of its board of directors and that I acknowledge that the execution of the foregoing instrument was the free act and deed of Dallas, Garland & Northeastern Railroad Inc. I further declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

LESSEE: DALLAS, GARLAND & NORTHEASTERN RAILROAD, INC.

By: 
Title: President
Name: Dewayne Swindell