

RECORDATION NO 23831-B FILED  
July 12, 2013 02:24 PM  
SURFACE TRANSPORTATION BOARD  
LAW OFFICES OF  
**LOUIS E. GITOMER, LLC.**

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July 12, 2013

Ms. 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 efilng the document described below, to be recorded pursuant to 49 U.S.C. § 11301.

The document is a Termination, a secondary document, dated as of July 10, 2013. The primary document to which this is connected is recorded under Recordation No. 23831. We request that this document be recorded under Recordation No. 23831-B.

The names and addresses of the parties to the Termination are:

Lessor:

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

Lessee:

Big Eagle Rail, LLC  
1 Carbon Center, Suite 200  
Chesapeake, WV 25315

A description of the equipment covered by the Termination consists of one locomotive numbered JTPX 2012.

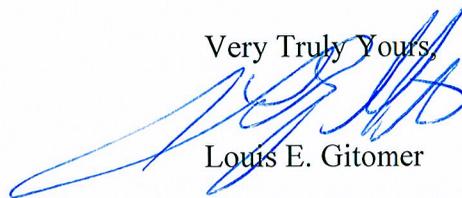
A fee of \$42.00 is enclosed. Please return one copy by email to:

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

Ms. Cynthia T. Brown  
July 12, 2013  
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A short summary of the document to appear in the index follows: a Termination between Relco Finance, Inc., 1001 Warrenville Road, Lisle, IL 60532, and Big Eagle Rail, LLC, 1 Carbon Center, Suite 200, Chesapeake, WV 25315, and covering one locomotive numbered JTPX 2012.

Very Truly Yours,

A handwritten signature in blue ink, appearing to read 'L. Gitomer', is written over the typed name.

Louis E. Gitomer

Enclosure

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SURFACE TRANSPORTATION BOARD

**TERMINATION**

This Termination, dated as of July 10, 2013, is between Relco Finance, Inc. ("Relco") (as assignee of The David J. Joseph Company ("DJJ"), successor by merger to Joseph Transportation Services, Inc. ("JTS")), as lessor, and Big Eagle Rail, LLC ("Big Eagle"), as lessee.

**WHEREAS**, JTS, as lessor, and Big Eagle, as lessee, entered that certain Lease dated as of August 31, 2001 (the "Lease") for one locomotive numbered JTPX 5022, as evidenced by a Memorandum of Railroad Equipment Lease Agreement between JTS and Big Eagle, which was recorded at the Surface Transportation Board (the "Board") on January 16, 2002 under Recordation No. 23831; and

**WHEREAS**, JTS and Big Eagle entered that certain Amendment No. 1 to Locomotive Lease dated October 21, 2002 (the "Amendment") to replace the locomotive numbered JTPX 5022 with the locomotive numbered JTPX 2012, as evidenced by Memorandum of Amendment No. 1 to Locomotive Lease Agreement dated as of October 21, 2002 which was recorded at the Board on December 3, 2002 under Recordation No. 23831-A; and

**WHEREAS**, DJJ, as successor to JTS, as seller and assignor, and Relco entered (i) a Purchase and Sale Agreement dated as of June 3, 2004, whereby DJJ sold to Relco and Relco purchased from DJJ 68 locomotives, as evidenced by a Bill of Sale dated June 4, 2004, which was recorded with the Surface Transportation Board (the "Board") under Recordation No. 24977 on June 22, 2004; and (ii) an Assignment and Assumption Agreement dated as of June 3, 2004, whereby DJJ assigned certain leases of the locomotives to Relco and Relco assumed the leases of the locomotives from DJJ, as evidenced by a Memorandum of Assignment and Assumption Agreement dated as of June 3, 2004, which was recorded with the Board under Recordation No. 24977-A on June 22, 2004; and

**WHEREAS**, the duties and obligations of the parties to the Lease and Amendment have been satisfied and discharged.

**NOW, THEREFORE**, in consideration of the promises and covenants in the documents set forth above by reference, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the authority to issue and execute this document, intending to be legally bound, Relco and Big Eagle hereby terminate and cancel the Lease and Amendment as of the date herein first written above; provided that this termination does not apply to provisions of the Lease and Amendment stated to survive such termination.

This Termination may be executed in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Termination to be duly executed as of the date hereinabove first written.

Relco Finance, Inc.  
as lessor

By: [Signature]

Name: Andrew Hanson

Title: VP Business Dev.

Big Eagle Rail, LLC  
as lessee

By: [Signature]

Name: R.W. BENNETT

Title: PRESIDENT

STATE OF ILLINOIS        )  
  ) ss.  
County of Dupage         )

On this 10<sup>th</sup> day of July 2013, before me, JoElyn Van Duyn, the undersigned Notary Public, personally appeared Chuck Benson personally known to me to be the person who executed the within instrument as VP Business Development on behalf of Relco Finance, Inc., and acknowledged to me that the corporation executed it.



Notary Public for Illinois

My Commission expires 5/24/16

