

RECORDATION NO. 30441
FILED October 22, 2012 03:22 PM
SURFACE TRANSPORTATION BOARD
LAW OFFICES OF
LOUIS E. GITOMER, LLC.

LOUIS E. GITOMER
Lou@lgraillaw.com

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

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

October 22, 2012

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 Assignment and Assumption Agreement, a primary document, dated as of October 10, 2012. 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:

Assignor:

Relco Finance, Inc.
113 Industrial Avenue
Minooka, IL 60447

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 two GP 10 locomotives numbered RLCX 1622 and 1704; two mother locomotives numbered RLCX 0650 and 0651; two slug locomotives numbered RLCX 0150 and 0151; one backup locomotive numbered RLCX 1802; one SW 1200 locomotive numbered RCLX 1244; one GP 9 locomotive numbered JTPX 7513 (formerly RCLX 1627); one SW 1200 locomotive numbered RCLX 1285; and one SW 10 locomotive numbered RCLX 1310.

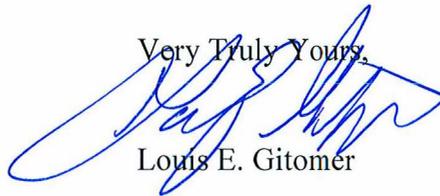
Ms. Cynthia T. Brown
October 22, 2012
Page 2

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@lgrailaw.com

A short summary of the document to appear in the index follows: a Memorandum of Assignment and Assumption Agreement between Relco Finance, Inc., 113 Industrial Avenue, Minooka, IL 60447, and GATX Rail Locomotive Group, L.L.C., 580 California Street, Suite 1100, San Francisco, CA 94104, covering two GP 10 locomotives numbered RLCX 1622 and 1704; two mother locomotives numbered RLCX 0650 and 0651; two slug locomotives numbered RLCX 0150 and 0151; one backup locomotive numbered RLCX 1802; one SW 1200 locomotive numbered RCLX 1244; one GP 9 locomotive numbered JTPX 7513 (formerly RCLX 1627); one SW 1200 locomotive numbered RCLX 1285; and one SW 10 locomotive numbered RCLX 1310.

Very Truly Yours,



Louis E. Gitomer

Enclosure

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SURFACE TRANSPORTATION BOARD

MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

This MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT is dated as of October 10, 2012, by and between Relco Finance, Inc., an Illinois corporation ("Assignor"), and GATX Rail Locomotive Group, L.L.C., a Delaware limited liability company ("Assignee").

WITNESSETH:

1. Assignor, as lessor, entered into that certain Locomotive Lease Agreement dated as of October 16, 2008, by and between Assignor and Columbia Grain, as lessee, that certain Locomotive Lease Agreement dated as of November 3, 2005, by and between Assignor and Portland Bulk Terminals L.L.C., as lessee, that certain Locomotive Lease Agreement dated as of January 26, 2010, by and between Assignor and Kinder Morgan Bulk Terminals Inc., as lessee, that certain Locomotive Lease Agreement dated as of April 17, 2008, by and between Assignor and Kinder Morgan Operating L.P. "C," as lessee, and that certain Locomotive Lease Agreement dated as of February 9, 2006, by and between Assignor and USS-POSCO Industries, as lessee (the "Leases"), for certain locomotive equipment described in Exhibit A attached hereto (the "Equipment").

2. Assignor and Assignee have entered into that certain Assignment and Assumption Agreement dated as of October 10, 2012, which is evidenced by this Memorandum of Assignment and Assumption Agreement with respect to the Leases and the Equipment.

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.,
as Assignor

By: 

Name: Chris Pearson

Title: CEO - V.P. Business Dev.

GATX Rail Locomotive Group, L.L.C.,
as Assignee

By: _____

Name:

Title:

MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

This MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT is dated as of October 10, 2012, by and between Relco Finance, Inc., an Illinois corporation ("Assignor"), and GATX Rail Locomotive Group, L.L.C., a Delaware limited liability company ("Assignee").

WITNESSETH:

1. Assignor, as lessor, entered into that certain Locomotive Lease Agreement dated as of October 16, 2008, by and between Assignor and Columbia Grain, as lessee, that certain Locomotive Lease Agreement dated as of November 3, 2005, by and between Assignor and Portland Bulk Terminals L.L.C., as lessee, that certain Locomotive Lease Agreement dated as of January 26, 2010, by and between Assignor and Kinder Morgan Bulk Terminals Inc., as lessee, that certain Locomotive Lease Agreement dated as of April 17, 2008, by and between Assignor and Kinder Morgan Operating L.P. "C," as lessee, and that certain Locomotive Lease Agreement dated as of February 9, 2006, by and between Assignor and USS-POSCO Industries, as lessee (the "Leases"), for certain locomotive equipment described in Exhibit A attached hereto (the "Equipment").

2. Assignor and Assignee have entered into that certain Assignment and Assumption Agreement dated as of October 10, 2012, which is evidenced by this Memorandum of Assignment and Assumption Agreement with respect to the Leases and the Equipment.

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.,
as Assignor

By: _____
Name:
Title:

GATX Rail Locomotive Group, L.L.C.,
as Assignee

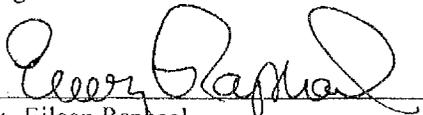
By: 
Name: Eileen Raphael
Title: Vice President, Locomotive Business
Operations

EXHIBIT A

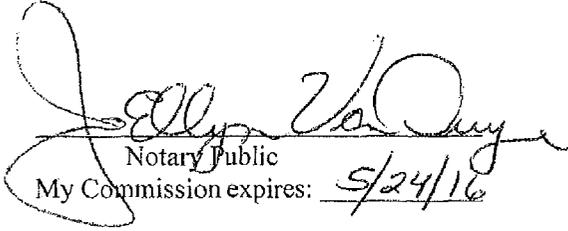
DESCRIPTION OF EQUIPMENT

1. Two EMD GP 10 units with road numbers RLCX 1622 and RLCX 1704.
2. Two (2) Mother locomotives with road numbers RLCX 0650 and RLCX 0651.
3. Two (2) Slug locomotives with road numbers RLCX 0150 and RLCX 0151.
4. One (1) Backup locomotive with road number RLCX 1802.
5. One (1) EMD SW1200 with road number RLCX 1244.
6. One (1) EMD GP 9 with road number JTPX 7513 (formerly RLCX 1627).
7. One (1) SW1200 locomotive with road number RLCX 1285.
8. One (1) SW10 locomotive with road number RLCX 1310.

State of Illinois)
County of Cook)

On Oct 10th, 2012 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



State of California)
)
County of San Francisco)

On October 8, 2012 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

