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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)
ROBERT W. ALVORD (2011)

April 30, 2015

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423

Dear Section Chief,

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Assignment of Lease Agreement, dated as of December 12, 2014, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease Agreement previously filed with the Board under Recordation Number 31532-A.

The names and addresses of the parties to the enclosed document are:

Assignor:	Fifth Third Bank 38 Fountain Square Plaza Cincinnati, Ohio 45263
Assignee:	Tristate Capital Bank 301 Grant Street Pittsburgh, PA 15219
[Lessee:	R.E.L.A.M., Inc. 7695 Bond Street Glenwillow, OH 44139]

Section Chief
April 30, 2015
Page 2

A description of the equipment covered by the enclosed document is:

1 piece of maintenance of way equipment: Harsco Rail Mark IV, S/N:
7114134.

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

Memorandum of Assignment of Lease Agreement.

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 stamped copies of the enclosed document to the
undersigned.

Very truly yours,

A handwritten signature in blue ink, appearing to read "E. Luria", with a stylized flourish at the end.

Edward M. Luria

EML/sem
Enclosures

MEMORANDUM OF ASSIGNMENT OF LEASE AGREEMENT

(Equipment Schedule No. 002)

Dated as of December 12, 2014

between

FIFTH THIRD BANK,
Assignor

and

TRISTATE CAPITAL BANK

Assignee

Filed with the Surface Transportation Board pursuant to
49 U.S.C. § 11301 on _____, 2014 at ____:____.M
Recordation Number _____

Filed with the Registrar General of Canada pursuant to Section 105 of the Canada
Transportation Act on _____, 2014
Recordation Number _____

MEMORANDUM OF ASSIGNMENT OF LEASE AGREEMENT

THIS MEMORANDUM OF ASSIGNMENT OF LEASE AGREEMENT dated as of December 12, 2014, is made by and between FIFTH THIRD BANK, ("Assignor"), and TRISTATE CAPITAL BANK ("Assignee").

1. Pursuant to the Master Equipment Lease Agreement, dated December 9, 2014 (the "Master Lease") and the related Equipment Schedule No. 002, dated December 9, 2014 (the "Schedule" and all riders, addenda, attachments and exhibits thereto, and together with the Master Lease shall collectively be referred to as the "Lease Agreement"), between Fifth Third Bank as Lessor and R.E.L.A.M., Inc. as Lessee, R.E.L.A.M., Inc. has agreed to lease from Fifth Third Bank the equipment set forth on Exhibit A attached hereto.

2. The Lease Agreement shall be effective as of the date first set forth hereinabove and shall be subject to the Base Lease Term and any Renewal Terms as defined in the Lease Agreement.

3. Pursuant to that certain Master Assignment Agreement dated as of September 1, 2014, together with the related Specification of Purchased Assets attached thereto (collectively referred to herein as the "Assignment Agreement"), the Assignor has assigned to the Assignee all of its rights, remedies, obligations, title, and interest in, under and to the Lease Agreement.

4. This Memorandum of Assignment of Lease Agreement may be executed in duplicate originals and any number of counterparts and by different parties in separate counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Assignment of Lease Agreement to be signed and sealed by their respective corporate officers as of the date and year first above written.

Assignor:

FIFTH THIRD BANK

By: Michael Hube
Name: Michael Hube
Title: Vice President

STATE OF OHIO)
) ss.:
COUNTY OF HAMILTON)

On this 19th day of December 2014, before me the subscriber personally appeared Michael Hube, who being by me duly sworn, did depose and say: that he is a vice president of FIFTH THIRD BANK the corporation described in and which executed the foregoing instrument and that he signed his name thereto by order of the Board of Directors of said corporation.

Natasha Givens
NOTARY PUBLIC

My Commission Expires: 5-18-2016



Natasha Givens
Notary Public, State of Ohio
My Commission Expires 5-18-2016

[Lessor signature page]

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Assignment of Lease Agreement to be signed and sealed by their respective corporate officers as of the date and year first above written.

Assignee:

TRISTATE CAPITAL BANK

By: [Signature]
Name: Trent L. Mesteer
Title: Senior Vice President

STATE OF Ohio)
COUNTY OF Cuyahoga) ss.:

On this 17th day of December 2014, before me the subscriber personally appeared Trent Mesteer, who being by me duly sworn, did depose and say: that (s)he is a SVP of TRISTATE CAPITAL BANK, described in and which executed the foregoing instrument and that (s)he signed his/her name thereto by order of Manager of said corporation.

Jennifer Cowan
NOTARY PUBLIC

My Commission Expires: 8-8-18



JENNIFER COWAN
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Cuyahoga County
My Comm. Exp. 8/8/18

[Lessee signature page]

EXHIBIT A
DESCRIPTION OF EQUIPMENT

Manuf. and/or Vendor Name & Invoice No.	Description of Equipment	Equipment Location
Harsco Rail	Mark IV, S/N: 7114134	222 Landsdowne Avenue, Toronto, ON

CERTIFICATION

I, Edward M. Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: April 30, 2015

Edward M. Luria

Edward M. Luria