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April 8, 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 (Equipment Schedule No. 006), dated as of January 23, 2015, 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 (Equipment Schedule No. 006) previously filed with the Board under Recordation Number 31532-D.

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

Assignor:	Fifth Third Bank 38 Fountain Square Plaza Cincinnati, Ohio 45263
Assignee:	HVB Equipment Capital, LLC 489 5th Avenue, 17th Floor New York, NY 10017

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

2 pieces of maintenance of way equipment: Modern Track Geismar 360 Crane, S/N: 4922 and Pettibone/Traverse Lift 445E Speedswing, S/N: SS10200-15.

Section Chief
April 8, 2015
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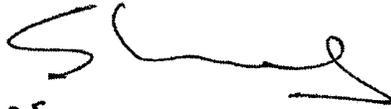
A short summary of the document to appear in the index is:

Memorandum of Assignment of Lease Agreement (Equipment Schedule No. 006).

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 black ink, appearing to read 'E. Luria', with a stylized flourish at the end.

vs Edward M. Luria

EML/sem
Enclosures

MEMORANDUM OF ASSIGNMENT OF LEASE AGREEMENT

(Equipment Schedule No. 006)

Dated as of January 23, 2015

between

FIFTH THIRD BANK,
Assignor

and

HVB EQUIPMENT CAPITAL, LLC

Assignee

Filed with the Surface Transportation Board pursuant to
49 U.S.C. § 11301 on _____, 2015 at ____:____.M
Recordation Number _____

Filed with the Registrar General of Canada pursuant to Section 105 of the Canada
Transportation Act on _____, 2015
Recordation Number _____

MEMORANDUM OF ASSIGNMENT OF LEASE AGREEMENT

THIS MEMORANDUM OF ASSIGNMENT OF LEASE AGREEMENT dated as of January 23, 2015, is made by and between FIFTH THIRD BANK, ("Assignor"), and HVB EQUIPMENT CAPITAL, LLC ("Assignee").

1. Pursuant to the Master Equipment Lease Agreement, dated December 9, 2014 (the "Master Lease") and the related Equipment Schedule No. 006, dated January 15, 2015 (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 5, 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: Richard Maxwell
Name: Richard Maxwell
Title: SVP

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

On this 31st day of March, 2015, before me the subscriber personally appeared Richard Maxwell, who being by me duly sworn, did depose and say: that he is a senior 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: 5-18-16



Natasha Givens
Notary Public, State of Ohio
My Commission Expires 05-18-2016

[Lessor signature page]

EXHIBIT A

DESCRIPTION OF EQUIPMENT

Manuf. and/or Vendor Name & Invoice No.	Description of Equipment	Equipment Location
Modern Track	Geismar 360 Crane, s/n: 4922	Kirk Yard, 1 North Buchanan Street, Gary, Lake County, IN 46402
Pettibone/Traverse Lift	445E Speedswing, s/n: SS10200-15	7695 Bond Street, Glenwillow, Cuyahoga County, OH 44139

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: 4/8/15

Edward M Luria
Edward M. Luria