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

December 30, 2014

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 Lease Agreement, dated as of December 9, 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.

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

Lessor: Fifth Third Bank  
38 Fountain Square Plaza  
Cincinnati, Ohio 45263

Lessee: R.E.L.A.M., Inc.  
7695 Bond Street  
Glenwillow, Ohio 44139

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.

Section Chief  
December 30, 2014  
Page 2

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

Memorandum 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,

  
for

Edward M. Luria

EML/cem  
Enclosures

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MEMORANDUM OF LEASE AGREEMENT

(Equipment Schedule No. 002)

Dated as of December 9, 2014

between

FIFTH THIRD BANK

Lessor

and

R.E.L.A.M., Inc.

Lessee

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**MEMORANDUM OF LEASE AGREEMENT**

**THIS MEMORANDUM OF LEASE AGREEMENT** dated as of December 9, 2014, is made by and between **R.E.L.A.M., INC.**, an Ohio corporation ("Lessee"), and **FIFTH THIRD BANK** an Ohio banking corporation ("Lessor").

**WITNESSETH**

1. Pursuant to a Master Equipment Lease Agreement, dated December 9, 2014, together with Equipment Schedule - No. 002 dated December 9, 2014 (together the "Lease Agreement"), Lessor has agreed to lease to Lessee, and the Lessee has agreed to lease from Lessor the equipment as 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 terms in the Lease Agreement and extension of such term to the extent provided in the Lease Agreement.

3. This Memorandum 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 Lease Agreement to be signed and sealed by their respective corporate officers as of the date and year first above written.

Lessor:

FIFTH THIRD BANK

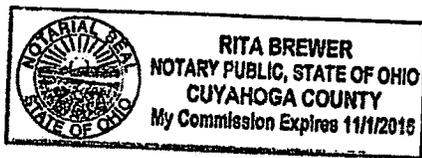
By: [Signature]  
Name: PATRICK MYERS  
Title: V.P.

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

On this 17<sup>th</sup> day of December, 2014, before me the subscriber personally appeared PATRICK MYERS, who being by me duly sworn, did depose and say: that he is a V.P. 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.

[Signature]  
NOTARY PUBLIC

My Commission Expires: 11/1/2016



[Lessor signature page]



**EXHIBIT A**  
**DESCRIPTION OF EQUIPMENT**

<b>Manuf. and/or Vendor Name &amp; Invoice No.</b>	<b>Description of Equipment</b>	<b>Equipment Location</b>
Harsco Rail	Mark IV, S/N: 7114134	222 Lansdowne 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: 12/30/14

Edward M Luria  
Edward M. Luria