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

March 23, 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 March 20, 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 being filed with the Board under Recordation Number 31633.

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

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

Assignee: CIT Finance LLC  
11 West 42nd Street  
New York, NY 10036

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

17 pieces of maintenance of way equipment:  
Harsco Rail Tamper - 6700SJ2 s/n 153767  
Harsco Rail Tamper - 6700SJ2 s/n 153783

Section Chief  
March 23, 2015  
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Harsco Rail Tamper - 6700SJ2 s/n 153784  
Knox Kershaw, Inc. Ballast Regulator KBR-875 s/n 875-076-14  
Knox Kershaw, Inc. Ballast Regulator KBR-925 s/n 925-147-14  
Knox Kershaw, Inc. Snow Fighter/Ball. Reg.-KSF-940 s/n 940-149-15  
Knox Kershaw, Inc. Snow Fighter/Ball. Reg.-KSF-940 s/n 940-172-15  
Nordco, Inc. Spiker - CX s/n 411077  
Nordco, Inc. Tie Inserter - TRIPPs/n 760591  
Pettibone/Traverse Lift, LLC Speedswing - 445E s/n SS10190-14  
Pettibone/Traverse Lift, LLC Speedswing - 445E s/n SS10201-15  
Pettibone/Traverse Lift, LLC Speedswing - 445E s/n SS10203-15  
Pettibone/Traverse Lift, LLC Speedswing - 445E s/n SS10204-15  
Sperling Railway Services Tie Cart s/n 223-15  
Sperling Railway Services Tie Cart s/n 224-15  
Sperling Railway Services Tie Cart s/n 225-15  
Sperling Railway Services Tie Cart s/n 226-15

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,



Edward M. Luria

EML/sem  
Enclosures

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MEMORANDUM OF ASSIGNMENT OF LEASE AGREEMENT

(Equipment Schedule No. 007)

Dated as of March 20, 2015

between

FIFTH THIRD BANK,  
Assignor

and

CIT FINANCE LLC

Assignee

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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 March 20, 2015, is made by and between FIFTH THIRD BANK, ("Assignor"), and CIT FINANCE LLC ("Assignee").

1. Pursuant to the Master Equipment Lease Agreement, dated December 9, 2014 (the "Master Lease") and the related Equipment Schedule No. 007, dated March 20, 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 \_\_\_\_ day of February, 2013, 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 20<sup>th</sup> day of March, 2015, 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: 5-18-16



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

[Lessor signature page]



**EXHIBIT A**

DESCRIPTION OF EQUIPMENT

<b>Manuf. and/or Vendor Name</b>	<b>Description of Equipment</b>	<b>Equipment Location</b>
Harsco Rail	6700SJ2 Tamper, s/n: 153767	80 44 <sup>th</sup> Avenue NE, Minneapolis, Anoka County, MN 55421
Harsco Rail	6700SJ2 Tamper, s/n: 153783	3429 15 <sup>th</sup> Street, Everett, Snohomish County, WA 98201
Harsco Rail	6700SJ2 Tamper, s/n: 153784	129 E Flynn, Alva, Woods County, OK 73717
Knox Kershaw	KBR-875 Ballast Regulator, s/n: 875-076-14	14102 Meridian Parkway, March AFB Reserve Base, Riverside County, CA 92508
Knox Kershaw	KBR-925 Ballast Regulator, s/n: 925-147-14	324 Pandora Avenue E, Winnipeg, MB R2C 5K8
Knox Kershaw	KSF-940 Snow Fighter/Ballast Regulator, s/n: 940-149-15	Engine House, Lower Hoyt Street, St. Albans, Franklin County, VT 05478
Knox Kershaw	KSF-940 Snow Fighter/Ballast Regulator, s/n: 940-172-15	31 Depot Street, Mattawamkeag, Penobscot County, ME 04459
Nordco, Inc.	CX Spiker, s/n: 411077	7695 Bond Street, Glenwillow, Cuyahoga County, OH 44139
Nordco, Inc.	TRIPP Tie Inserter, s/n: 760591	7695 Bond Street, Glenwillow, Cuyahoga County, OH 44139
Pettibone/Traverse Lift	445E Speedswing, s/n: SS10190-14	One Railway Lane, Burlington, Chittenden County, OH 05401
Pettibone/Traverse Lift	445E Speedswing, s/n: SS10201-15	1100 Superior Avenue, Baraga, Baraga County, MI 49908
Pettibone/Traverse Lift	445E Speedswing, s/n: SS10203-15	1100 Superior Avenue, Baraga, Baraga County, MI 49908
Pettibone/Traverse Lift	445E Speedswing, s/n: SS10204-15	2187 Ospika Boulevard, Prince George, BC V2N 6Z1
Sperling Railway	Tie Cart, s/n: 223-15	7695 Bond Street, Glenwillow, Cuyahoga County, OH 44139
Sperling Railway	Tie Cart, s/n: 224-15	7695 Bond Street, Glenwillow, Cuyahoga County, OH 44139
Sperling Railway	Tie Cart, s/n: 225-15	7695 Bond Street, Glenwillow, Cuyahoga County, OH 44139
Sperling Railway	Tie Cart, s/n: 226-15	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: March 23, 2015

*Edward M. Luria*

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Edward M. Luria