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

September 22, 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 Assignment of Lease Agreement (Equipment Schedule No. 021), dated as of September 18, 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 being filed under Recordation Number 31400.

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

Assignor:	Fifth Third Bank 38 Fountain Square Plaza Cincinnati, OH 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  
September 22, 2014  
Page two

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

5 pieces of maintenance of way equipment: Harsco Rail Tamper – Mark IV, S/N: 7114004; Knox Kershaw SF/Ball, Regulator – KSF-940, S/N: 940-145-14; Nordco, Inc. Auto Lift, S/N: 790678RB-UG; 2 Nordco, Inc. Tie Inserters – TRIPP, S/Ns: 760585, 760586.

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

Memorandum of Assignment of Lease Agreement (Equipment Schedule No. 021).

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.

Edward M. Luria

EML/sem  
Enclosures

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MEMORANDUM OF ASSIGNMENT OF LEASE AGREEMENT

(Equipment Schedule No. 021)

Dated as of September 18, 2014

between

FIFTH THIRD BANK,  
Assignor

and

TRISTATE CAPITAL BANK

Assignee

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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 September 18, 2014, is made by and between FIFTH THIRD BANK, ("Assignor"), and TRISTATE CAPITAL BANK ("Assignee").

1. Pursuant to the Master Equipment Lease Agreement, dated July 27, 2007 (the "Master Lease") and the related Equipment Schedule No. 021 (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

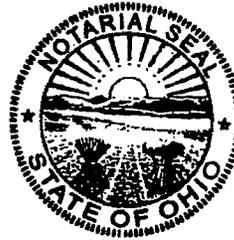
By: *Doug Lusco*  
Name: Doug Lusco  
Title: VICE PRESIDENT

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

On this 17<sup>th</sup> day of September, 2014, before me the subscriber personally appeared, Doug Lusco, 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

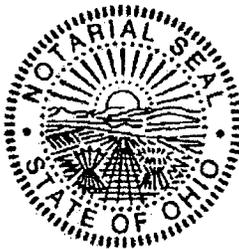
By: [Signature]  
Name: Trent M. Meeker  
Title: Senior Vice President

STATE OF Ohio )  
 ) ss.:  
COUNTY OF Cuyahoga )

On this 17<sup>th</sup> day of September, 2014, before me the subscriber personally appeared Trent Meeker, who being by me duly sworn, did depose and say: that (s)he is a Senior Vice President 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 700159084	Tamper – Mark IV, S/N: 7114004	4320 Discovery Line, Petrolia, ON N0N 1R0
Knox Kershaw 47767	SF/Ball, Regulator – KSF-940, S/N: 940- 145-14	908 Worthington Street E, North Bay, ON P1B 1G3
Nordco, Inc. 457700	Auto Lift, S/N: 790678RB-UG	#300-50 Strathmoor Drive, Sherwood Park, AB T8H 2B6
Nordco, Inc. 457582	Tie Inserter - TRIPP, S/N: 760585	#300-50 Strathmoor Drive, Sherwood Park, AB T8H 2B6
Nordco, Inc. 457339	Tie Inserter - TRIPP, S/N: 760586	#300-50 Strathmoor Drive, Sherwood Park, AB T8H 2B6

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: 9/22/2014

Edward M Luria  
Edward M. Luria