

SEP 30 '10 -4 00 PM

SURFACE TRANSPORTATION BOARD

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ELIA, C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

September 30, 2010

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, dated September 30, 2010, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the documents previously filed with the Board under Recordation Number 21683.

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

Assignor:	The Fifth Third Leasing Company 38 Fountain Square Plaza MD 10904A Cincinnati, OH 45263
Assignee:	Regions Equipment Finance, Ltd 1900 Fifth Avenue N., 24 th Floor Birmingham, AL 35203

Chief
Section of Administration
September 30, 2010
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A description of the railroad equipment covered by the enclosed document is:

94 covered hopper railcars: CRDX 12640 - CRDX 12644 (previously numbered 14476, 14482, 14486, 14488 and 14490) and within the series CRDX 14445 - CRDX 20330 as more particularly set forth in the attachment to the document.

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

Memorandum of Assignment.

Also enclosed is a check in the amount of \$41.00 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,



Robert W. Alvord

RWA/sem
Enclosures

SEP 30 10 -4 00 PM

SURFACE TRANSPORTATION BOARD

MEMORANDUM OF ASSIGNMENT

THIS MEMORANDUM OF ASSIGNMENT, dated as of the 30 day of September, 2010, is made by The Fifth Third Leasing Company, an Ohio corporation with an address at 38 Fountain Square Plaza, MD#10904A, Cincinnati, OH 45263 ("Assignor"), and Regions Equipment Finance, Ltd., an Alabama limited partnership with an address of 1900 Fifth Avenue N., 24th Floor, Birmingham, AL 35203.

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, Assignor and Assignee entered into that certain Assignment and Assumption Agreement and that certain Equipment Bill of Sale (collectively, the "Assignment") dated as of the date hereof;

WHEREAS, under the Assignment, Assignor assigned and Assignee assumed all of Assignor's present and future rights, obligations, and interest in, to and under that certain Lease Schedule No. 32699-03 dated as of September 30, 1998, between The Fifth Third Leasing Company (assignee of Banc of America Leasing & Capital, LLC, successor-by-merger to Fleet Capital Corporation) as Lessor and Chicago Freight Car Leasing Co., a Delaware corporation, as Lessee (the "Schedule"), entered into pursuant to that certain Master Lease Agreement dated as of September 30, 1998, by and between Lessor and Lessee (the "Lease") relating to eighty-five (85) covered hopper cars Model #5150, and nine (9) covered hopper cars Model #3250, manufactured by Thrall Car Manufacturing Company (the "Equipment") as more completely described on Schedule A attached hereto and made a part hereof, as described in a Memorandum of Master Equipment Lease Agreement, dated as of September 30, 1998, filed with the Surface Transportation Board on September 30, 1998, and assigned Recordation No. 21683, as supplemented by Memorandum of Assignment dated May 26, 2006, filed with the Surface Transportation Board on May 26, 2006, and assigned Recordation No. 21683-A;

WHEREAS, Assignor and Assignee desire to show for the public record the existence of the aforesaid Assignment, and their respective interests therein and accordingly, Assignor and Assignee here caused this Memorandum to be executed by their respective duly authorized officers, as of the date first above written.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby confirm and agree that Assignor has assigned to Assignee all right, title and interest of Assignor in, to and under the Schedule (and the Lease but only as incorporated by reference in the Schedule) and the Equipment subject thereto, as described on Schedule A hereto, and Assignee has accepted such assignment and has assumed the obligations thereunder as provided in the Assignment.

The terms and provisions of the Assignment and the Schedule are more particularly set forth in the Assignment and the Schedule referenced above.

This Memorandum of Assignment may be executed in any number of counterparts, each executed counterpart constituting as an original but altogether only one Memorandum of Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Assignment to be executed as of the day and year first above written.

Assignor:

THE FIFTH THIRD LEASING COMPANY

By: *Randall Strong*
Name: _____
Title: RANDALL C. STRONG
Vice President

Assignee:

REGIONS EQUIPMENT FINANCE, LTD.

By: _____
Name: _____
Title: _____

[Schedule 32699-03]

STATE OF OHIO)
) ss.
COUNTY OF HAMILTON)

On this 24th day of September 2010, before me appeared Randall Strong, the person who signed this instrument, who acknowledged that (s)he is a Vice President of THE FIFTH THIRD LEASING COMPANY, and that, being duly authorized, (s)he signed such instrument as a free act of said corporation.

[Seal]



Charles Allen Arkin, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.

Charles Allen Arkin

Notary Public

My Commission expires:
No Expiration

STATE OF ALABAMA)
) ss.
COUNTY OF JEFFERSON)

On this ____ day of September 2010, before me appeared _____, the person who signed this instrument, who acknowledged that (s)he is the _____ of REGIONS EQUIPMENT FINANCE, LTD. and that, being duly authorized, (s)he signed such instrument as a free act on behalf of said limited partnership.

[Seal]

Notary Public

My Commission expires:

[Schedule 32699-03]

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Assignment to be executed as of the day and year first above written.

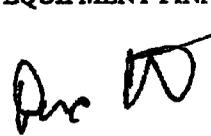
Assignor:

THE FIFTH THIRD LEASING COMPANY

By: _____
Name: _____
Title: _____

Assignee:

REGIONS EQUIPMENT FINANCE, LTD.


By: _____
Name: **DAX GOFORTH**
Title: **VICE PRESIDENT**

[Schedule 32699-03]

STATE OF OHIO)
) ss.
COUNTY OF HAMILTON)

On this ___ day of September 2010, before me appeared _____, the person who signed this instrument, who acknowledged that (s)he is a _____ of THE FIFTH THIRD LEASING COMPANY, and that, being duly authorized, (s)he signed such instrument as a free act of said corporation.

[Seal]

Notary Public

My Commission expires:

STATE OF ALABAMA)
) ss.
COUNTY OF JEFFERSON)

On this 29 day of September 2010, before me appeared Day Rofath, the person who signed this instrument, who acknowledged that (s)he is the _____ of REGIONS EQUIPMENT FINANCE, LTD. and that, being duly authorized, (s)he signed such instrument as a free act on behalf of said limited partnership.

[Seal]

Deborah When
Notary Public

My Commission expires:

MY COMMISSION EXPIRES MAY 8, 2011

[Schedule 32699-03]

SCHEDULE A

Equipment Description

Manufacturer: Thrall Car Manufacturing Company

Nine (9) Covered Hopper Cars Model 3250

**Reporting Marks: CRDX 20351 – 20353, inclusive
CRDX 20325 – 20330, inclusive**

Eighty-five (85) Covered Hopper Cars Model 5150

**Reporting Marks: CRDX 14445 – 14475, inclusive
CRDX 14477 – 14481, inclusive
CRDX 14483 – 14485, inclusive
CRDX 14487
CRDX 14489
CRDX 14491 – 14529, inclusive
CRDX 12640 (formerly CRDX 14476)
CRDX 12641 (formerly CRDX 14482)
CRDX 12642 (formerly CRDX 14486)
CRDX 12643 (formerly CRDX 14488)
CRDX 12644 (formerly CRDX 14490)**

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, 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:

9/30/10



Robert W. Alvord