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OF COUNSEL
URBAN A. LESTER

November 16, 2012

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 (Equipment Schedule No. 012), dated as of November 6, 2012, 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 27560.

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

Section Chief
November 19, 2012
Page 2

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

10 pieces of Maintenance of Way Equipment: Harsco Rail Tamper, Model 6700SJ2, s/n: 153700, Pettibone/Traverse Lift, LLC 445E Speedswing s/n: SS10126-12, Nordco TRIPP Tie Inserter, s/n: 760532, Nordco SP2R Spike Puller, s/n: 310245, Nordco CX Spiker, ERL-CX-N&G-B&W s/n: 411017, Nordco SS Spiker, s/n: 390270, Nordco SS Spiker, s/n: 390269, Racine Railroad Products, Inc. Dual Anchor Adjuster Cribber s/n: DAAC-007-10 and Teleweld Inc. Rebuilt UP Series I Heater Car (U-3220) s/n: 3407.

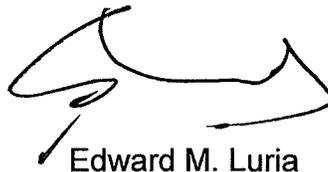
A short summary of the document to appear in the index is:

Memorandum of Lease Agreement (Equipment Schedule No. 012).

Also enclosed is a check in the amount of \$42.00 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

MEMORANDUM OF LEASE AGREEMENT

(Equipment Schedule No. 012)

Dated as of November 6, 2012

between

FIFTH THIRD BANK,
Lessor

and

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

Lessee

Filed with the Surface Transportation Board pursuant to
49 U.S.C. § 11301 on _____, 20__, at ____: _____.M
Recordation Number _____

MEMORANDUM OF LEASE AGREEMENT

THIS MEMORANDUM OF LEASE AGREEMENT dated as of November 6, 2012 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 July 27, 2007, together with Equipment Schedule No. 012 dated November 6, 2012, (collectively, 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 Base Lease Term and any Renewal Terms as defined in the Lease Agreement.

3. The Lease Agreement does not contain a hereafter acquired clause.

4. 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: *Gerald Whitfield*
Name: _____
Title: Gerald Whitfield, VP

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

On this 16 day of November, 2012, before me the subscriber personally appeared Gerald Whitfield, 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.

Karen Waymeyer
NOTARY PUBLIC

My Commission Expires: _____



Karen Waymeyer
Notary Public, State of Ohio
My Commission Expires 11-25-2017

[Lessor signature page]

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.

Lessee:

R.E.L.A.M., INC.

By: *D.M. Horth*
Name: D. M. HORTH
Title: V. PRESIDENT

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

On this 12th day of November, 2012, before me the subscriber personally appeared D. M. HORTH, who being by me duly sworn, did depose and say: that (s)he is a V. PRESIDENT of R.E.L.A.M, INC., an Ohio corporation, described in and which executed the foregoing instrument and that (s)he signed his/her name thereto by order of the Board of Directors of said corporation.

Linda L. Ertel
NOTARY PUBLIC

My Commission Expires: 8/26/2017



LINDA L. ERTEL
Notary Public - State of Ohio
My Commission Expires 8/26/17

[Lessee signature page]

EXHIBIT A
EQUIPMENT DESCRIPTION

Lease: **Equipment Schedule No. 012 Dated November 6, 2012 to Master Equipment Lease Agreement Dated as of July 27, 2007**

Lessor: **FIFTH THIRD BANK**

Lessee: **R.E.L.A.M., INC.**

Manuf. and/or Vendor Name & Invoice No.	Description of Equipment
Harsco Rail 5346	Tamper, Model 6700SJ2, s/n: 153700
Pettibone/Traverse Lift, LLC 406171	445E Speedswing s/n: SS10126-12
Nordco 79700	TRIPP Tie Inserter, s/n: 760532
Nordco 407461	SP2R Spike Puller, s/n: 310245
Nordco 409565	CX Spiker, ERL-CX-N&G-B&W s/n: 411017
Nordco 409694	SS Spiker, s/n: 390270
Nordco 408859	SS Spiker, s/n: 390269
Racine Railroad Products, Inc. 102537	Dual Anchor Adjuster Cribber s/n: DAAC-007-10
Teleweld Inc. 12415	Rebuilt UP Series I Heater Car (U-3220) s/n: 3407
Harsco Rail 5346	Tamper, Model 6700SJ2, s/n: 153700

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: 11-16-12

Edward M Luria
Edward M. Luria