

LAW OFFICES OF
LOUIS E. GITOMER, LLC

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September 27, 2016

MELANIE B. YASBIN
Melanie@lgrailaw.com
410-296-2205

Ms. Cynthia T. Brown
Chief of the Section of Administration, Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, D. C. 20423

Dear Ms. Brown:

I have enclosed for e-filing the document described below, to be recorded pursuant to 49 U.S.C. § 11301. The document is a Memorandum of Sixteenth Amendment to Amended and Restated Master Railroad Security Agreement, a secondary document, dated as of September 27, 2016. The primary document to which this is connected is recorded under Recordation No. 26886. We request that this document be recorded under Recordation No. 26886-III.

The names and addresses of the parties to the Memorandum of Sixteenth Amendment to Amended and Restated Master Railroad Security Agreement are:

Administrative Agent:

MB Financial Bank, N.A.
6111 North River Road
Rosemont, IL 60018

Grantors:

Residual Based Finance Corporation
ALF I, Inc.
ALF P-II, Inc.
ALF P-III, Inc.
ALF P-I, Inc.
Bangor & Aroostook Holdings, Inc.
RHL1, LLC
ALF IV, Inc.
AVF II, L.L.C.
ALF VII, LLC
ALF II, Inc.
70 W. Madison Street, Suite 2340
Chicago, IL 60602

Ms. Cynthia T. Brown
September 27, 2016
Page 2

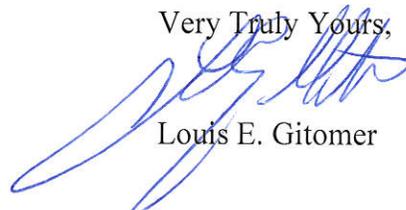
A description of the equipment covered by the Memorandum of Sixteenth Amendment to Amended and Restated Master Railroad Security Agreement consists of 141 cars numbered OFOX 301037-301042, inclusive, 301071, 301096, 301114, 301118, 301123, 301125-301130, inclusive, 301141, 301151, 301155-301160, inclusive, 301162-301166, inclusive, 301168-301172, inclusive, 301174-301178, inclusive, 301180-301210, inclusive, 301212, 301213, 301215, 301217-301222, inclusive, 301224-301227, inclusive, 301229-301245, inclusive, 301247-301250, inclusive, 301252, 301254-301267, inclusive, 301369-301284, inclusive, 301286-301288, inclusive, 301291, and 301292.

A fee of \$45.00 is enclosed. Please return one copy by email to:

Louis E. Gitomer
600 Baltimore Avenue, Suite 301
Towson, MD 21204
Lou@lgraillaw.com

A short summary of the document to appear in the index follows: a Memorandum of Sixteenth Amendment to Amended and Restated Master Railroad Security Agreement between MB Financial Bank, N.A., 6111 North River Road, Rosemont, IL 60018, and Residual Based Finance Corporation, ALF I, Inc., ALF P-II, Inc., ALF P-III, Inc., ALF P-I, Inc., Bangor & Aroostook Holdings, Inc., RHL1, LLC, ALF IV, Inc., AVF II, L.L.C., ALF VII, LLC, and ALF II, Inc., 70 W. Madison Street, Suite 2340, Chicago, IL 60602, covering 141 cars numbered OFOX 301037-301042, inclusive, 301071, 301096, 301114, 301118, 301123, 301125-301130, inclusive, 301141, 301151, 301155-301160, inclusive, 301162-301166, inclusive, 301168-301172, inclusive, 301174-301178, inclusive, 301180-301210, inclusive, 301212, 301213, 301215, 301217-301222, inclusive, 301224-301227, inclusive, 301229-301245, inclusive, 301247-301250, inclusive, 301252, 301254-301267, inclusive, 301369-301284, inclusive, 301286-301288, inclusive, 301291, and 301292.

Very Truly Yours,



Louis E. Gitomer

Enclosure

**MEMORANDUM OF SIXTEENTH AMENDMENT TO AMENDED AND
RESTATED MASTER RAILROAD SECURITY AGREEMENT**

This Memorandum of Sixteenth Amendment to Amended and Restated Master Railroad Security Agreement is made and entered into as of September 27, 2016 by and among RESIDUAL BASED FINANCE CORPORATION, an Illinois corporation (“RBFC”); and ALF I, INC., an Illinois corporation; ALF P-II, INC., an Illinois corporation; ALF P-III, Inc., an Illinois corporation; ALF P-I, INC., an Illinois corporation; BANGOR & AROOSTOOK HOLDINGS, INC., a Maine corporation; RLH1 LLC, a Delaware limited liability company; ALF IV, INC., an Illinois corporation; AVF II, L.L.C., a Delaware limited liability company; ALF VII, LLC, an Illinois limited liability company; and ALF II, INC., an Illinois corporation; and each a Subsidiary or an Affiliate of RBFC and each of which has its chief executive office located at 70 West Madison Street, Suite 2340, Chicago, Illinois 60602 (each and collectively, the “Grantor”), and MB FINANCIAL BANK, N.A., a national banking association (the “Administrative Agent”), whose address is 6111 North River Road, Rosemont, Illinois 60018; respecting the Sixteenth Amendment to Amended and Restated Master Railroad Security Agreement dated as of September 27, 2016 (the “Sixteenth Amendment to Security Agreement”).

Pursuant to the Sixteenth Amendment to Security Agreement, Grantor and Administrative Agent hereby affirm and acknowledge that Grantor has granted to Administrative Agent, its successors and assigns, a security interest in certain railroad equipment bearing reporting marks and road numbers as listed on Exhibit A attached hereto, including all rents, leases and profits related thereto.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this Memorandum of Sixteenth Amendment to Amended and Restated Master Railroad Security Agreement to be duly executed in its corporate name by its officers, thereunto duly authorized, all as of the date first above written.

[Signature Page to Follow]

Grantor:

ALF P-II, INC., an Illinois corporation

By: 

Name: Glenn P. Davis

Title: President

STATE OF ILLINOIS)

)

COUNTY OF COOK)

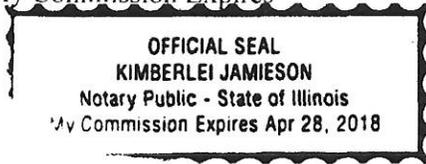
)

SS:

On this 27th of September, 2016, before me personally appeared Glenn P. Davis, to me personally known, who being duly sworn, stated that he is the President of ALF P-II, INC., that said instrument was signed on behalf of said banking corporation by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

My Commission Expires



ALF P-I, INC., an Illinois corporation

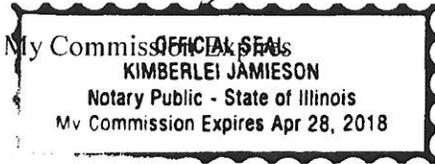
By: 
Name: Glenn P. Davis
Title: President

STATE OF ILLINOIS)
)
COUNTY OF COOK)

SS:

On this 27th of September, 2016, before me personally appeared Glenn P. Davis, to me personally known, who being duly sworn, stated that he is President of ALF P-I, INC., that said instrument was signed on behalf of said banking corporation by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

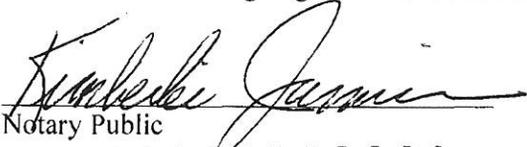


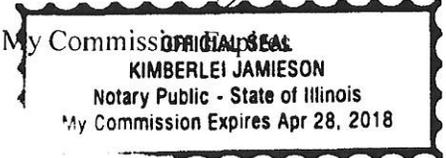
BANGOR & AROOSTOOK HOLDINGS,
INC., a Maine corporation

By: 
Name: Glenn P. Davis
Title: President

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS:

On this 27th day of September, 2016, before me personally appeared Glenn P. Davis, to me personally known, who being duly sworn, stated that he is President of BANGOR & AROOSTOOK HOLDINGS, INC., that said instrument was signed on behalf of said banking corporation by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public



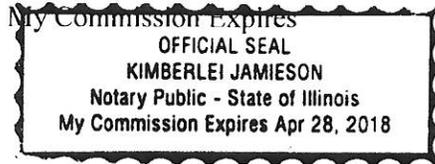
RESIDUAL BASED FINANCE
CORPORATION, an Illinois corporation

By: 
Name: Glenn P. Davis
Title: President

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS:

On this 27th day of September, 2016, before me personally appeared Glenn P. Davis, to me personally known, who being duly sworn, stated that he is President of RESIDUAL BASED FINANCE CORPORATION, that said instrument was signed on behalf of said banking corporation by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public



ALF IV, INC., an Illinois corporation

By: 
Name: Glenn P. Davis
Title: President

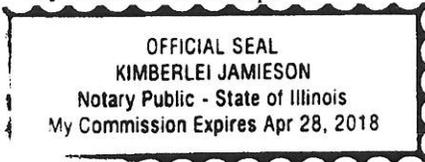
STATE OF ILLINOIS)
)
COUNTY OF COOK)

SS:

On this 27th day of September, 2016, before me personally appeared Glenn P. Davis, to me personally known, who being duly sworn, stated that he is President of ALF IV, INC., that said instrument was signed on behalf of said banking corporation by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

My Commission Expires



AVF II, L.L.C., an Illinois limited liability company

By: ALF II, Inc., an Illinois corporation

Its: Manager

By: _____



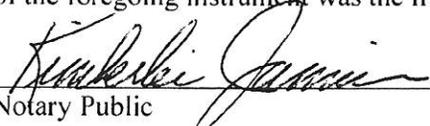
Name: Glenn P. Davis

Title: President

STATE OF ILLINOIS)
)
COUNTY OF COOK)

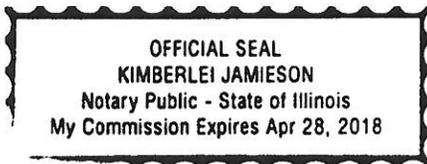
SS:

On this 27th day of September, 2016, before me personally appeared Glenn P. Davis, to me personally known, who being duly sworn, stated that he is President of the Manager of AVF II, L.L.C., that said instrument was signed on behalf of said banking corporation by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

My Commission Expires



ALF VII, LLC, an Illinois limited liability company

By: ALF II, INC., an Illinois corporation

Its: Manager

By: 

Name: Glenn P. Davis

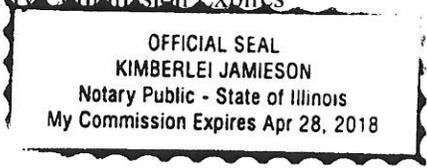
Title: President

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this 27th day of September, 2016, before me personally appeared Glenn P. Davis, to me personally known, who being duly sworn, stated that he is the President of the Manager of ALF VII, LLC, that said instrument was signed on behalf of said banking corporation by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

My Commission Expires



ALF II, INC., an Illinois corporation

By: 

Name: Glenn P. Davis

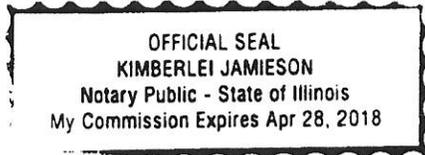
Title: President

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

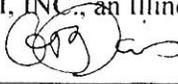
On this 27th day of September, 2016, before me personally appeared Glenn P. Davis, to me personally known, who being duly sworn, stated that he is the President of ~~the~~ **President** of ALF II, INC., that said instrument was signed on behalf of said banking corporation by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

My Commission Expires



ALF I, INC., an Illinois corporation

By: 

Name: Glenn P. Davis

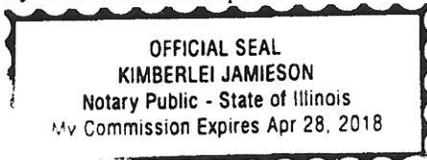
Title: President

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this 27th day of September, 2016, before me personally appeared Glenn P. Davis, to me personally known, who being duly sworn, stated that he is the President of ~~the~~ ~~President~~ of ALF I, INC., that said instrument was signed on behalf of said banking corporation by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

My Commission Expires



Agreed and accepted:

Bank:

MB FINANCIAL BANK, N.A., a national banking association, as Administrative Agent under the Amended and Restated Master Loan Agreement

By: Keith J. Niebrugge
Name: Keith J. Niebrugge
Title: Senior Vice President

STATE OF ILLINOIS)

) SS:

COUNTY OF COOK)

On this 26 day of September, 2016, before me personally appeared Keith J. Niebrugge, to me personally known, who being duly sworn, stated that he is the Senior Vice President of MB FINANCIAL BANK, N.A., as Administrative Agent, that said instrument was signed on behalf of said banking corporation by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Chaunte Hess
Notary Public

My Commission Expires 11-13-2019



Exhibit A

	Mark	Number
1	OFOX	301037
2	OFOX	301038
3	OFOX	301039
4	OFOX	301040
5	OFOX	301041
6	OFOX	301042
7	OFOX	301071
8	OFOX	301096
9	OFOX	301114
10	OFOX	301118
11	OFOX	301123
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	Mark	Number
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77	OFOX	301219
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