

LAW OFFICES OF
LOUIS E. GITOMER, LLC

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

July 29, 2016

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 filing the document described below, to be recorded pursuant to 49 U.S.C. § 11301.

The document is a Memorandum of Fifteenth Amendment to Amended and Restated Master Railroad Security Agreement, a secondary document, dated as of July 29, 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-DDD.

The names and addresses of the parties to the Memorandum of Fifteenth 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.
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 340
Chicago, IL 60602

Ms. Cynthia T. Brown
July 29, 2016
Page 2

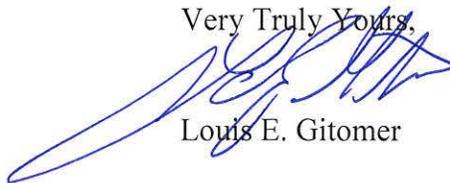
A description of the equipment covered by the Memorandum of Fifteenth Amendment to Amended and Restated Master Railroad Security Agreement consists of 133 open-top hopper cars numbered GRW 1000-1103, inclusive, 1105-1130, inclusive, and 1132-1134, inclusive.

A fee of \$43.00 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 Fifteenth 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., 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 340, Chicago, IL 60602, covering 133 open-top hopper cars numbered GRW 1000-1103, inclusive, 1105-1130, inclusive, and 1132-1134, inclusive.

Very Truly Yours,



Louis E. Gitomer

Enclosure

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

This Memorandum of Fifteenth Amendment to Amended and Restated Master Railroad Security Agreement is made and entered into as of July 29, 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 Fifteenth Amendment to Amended and Restated Master Railroad Security Agreement dated as of July 29, 2016 (the “Fifteenth Amendment to Security Agreement”).

Pursuant to the Fifteenth 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 Fifteenth 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 29th of July, 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

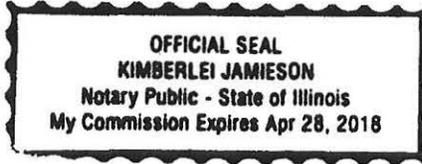
By: 
Name: Glenn P. Davis
Title: President

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS:

On this 29th of July, 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

My Commission Expires



BANGOR & AROOSTOOK HOLDINGS,
INC., a Maine corporation

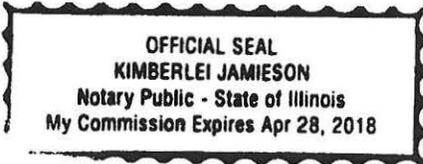
By: 
Name: Glenn P. Davis
Title: President

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this 29th day of July, 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

My Commission Expires



RESIDUAL BASED FINANCE
CORPORATION, an Illinois corporation

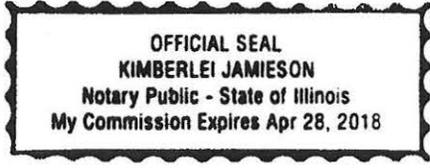
By: 
Name: Glenn P. Davis
Title: President

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS:

On this 27th day of July, 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

My Commission Expires

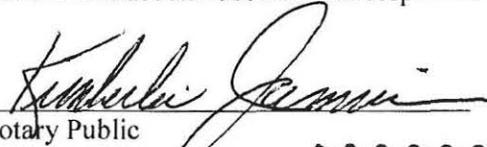


ALF P-III, INC., an Illinois corporation

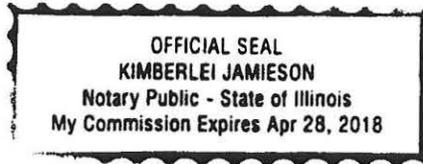
By: 
Name: Glenn P. Davis
Title: President

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS:

On this 27th day of July, 2016, before me personally appeared Glenn P. Davis, to me personally known, who being duly sworn, stated that he is President of ALF P-III, 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



RLHI LLC, a Delaware limited liability company

By: 
Name: Glenn P. Davis
Title: Director

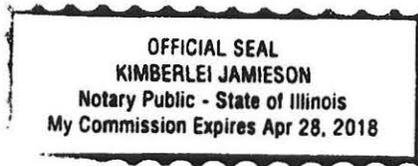
STATE OF ILLINOIS)
)
COUNTY OF COOK)

SS:

On this 27th day of July, 2016, before me personally appeared Glenn P. Davis, to me personally known, who being duly sworn, stated that he is Director of RLHI 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

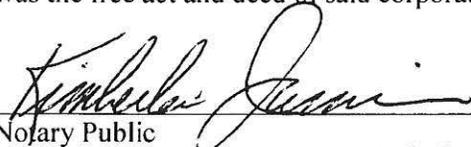


ALF IV, INC., an Illinois corporation

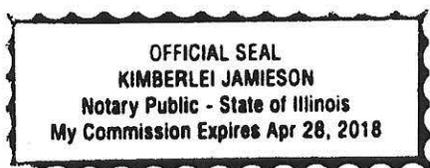
By: 
Name: Glenn P. Davis
Title: President

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS:

On this 29th day of July, 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

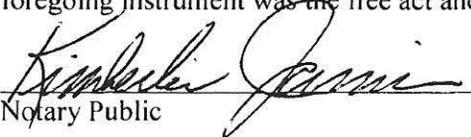
By: 

Name: Glenn P. Davis

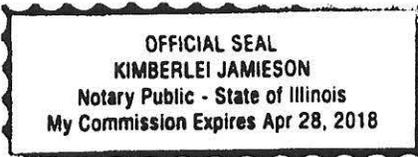
Title: President

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this 29th day of July, 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

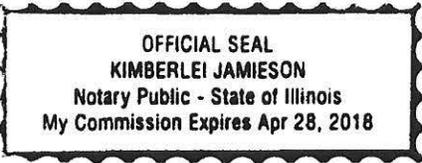
Title: President

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS:

On this 29th day of July, 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

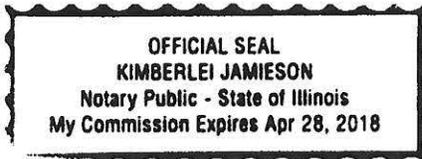
Title: President

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this 27th day of July, 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

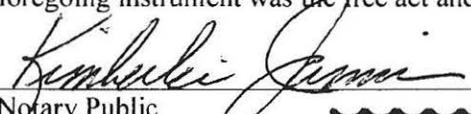
By: 

Name: Glenn P. Davis

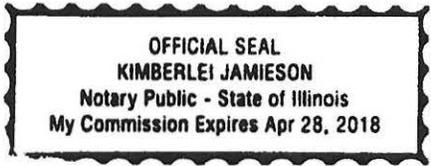
Title: President

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this 29th day of July, 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 29 day of July, 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.

Carlos Marquez
Notary Public

My Commission Expires

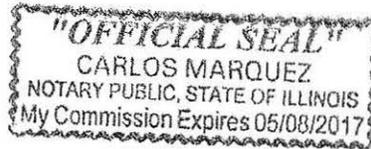


Exhibit A

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4	GRW	1003
5	GRW	1004
6	GRW	1005
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	Mark	Number
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