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

July 30, 2015

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 Notice of New Administrative Agent, dated as of July 29, 2015, a secondary document as defined in the Board's Rules for the Recordation of Documents

The enclosed document relates to the Memorandum of Loan and Security Agreement previously filed with the Board under Recordation Number 25623.

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

Borrower: Helm Chesapeake Limited Partnership
One Embarcadero Center
San Francisco, CA 94111

Successor Agent
and a Lender: U.S. Bank National Association
1 California St. Suite 1000
San Francisco, CA, 94111

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

There is no change to the equipment associated with this filing.

Section Chief
July 30, 2015
Page 2

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

Notice of New Administrative Agent.

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 blue ink, appearing to read "E. M. Luria", with a stylized flourish at the end.

Edward M. Luria

EML/sem
Enclosures

NOTICE OF NEW ADMINISTRATIVE AGENT

July 29, 2015

Reference is made to that certain Memorandum of Loan and Security Agreement dated as of June 9, 2005, by and between HELM-CHESAPEAKE LIMITED PARTNERSHIP (“Borrower”), and MUFG UNION BANK N.A. F/KA UNION BANK, N.A., both as a Lender and as administrative agent for itself and any other lender under the Loan and Security Agreement from time to time (“Existing Agent”), respecting that certain Loan and Security Agreement dated as of June 9, 2005, by and between Borrower, Existing Agent and the other Lenders party thereto (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), which was duly filed and recorded with the Surface Transportation Board pursuant to 49 U.S.C. Section 11301(a) and the regulations thereunder on June 10, 2005 as Recordation Number 25623 (the “Existing Filing”). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement.

Pursuant to that certain Third Amendment and Successor Administrative Agent Agreement dated as of July 29, 2015, by and between U.S. BANK NATIONAL ASSOCIATION (“Successor Agent”), Existing Agent, each of the Lenders party thereto and Borrower (the “Amendment”). Existing Agent has resigned as administrative agent and the Successor Agent has assumed the Existing Agent’s obligations as Administrative Agent under the Loan Agreement. In connection with such resignation and assumption, Existing Agent has assigned, and Successor Agent has assumed, for its benefit and the benefit of the Lenders, all liens and other security interests granted to Existing Agent by the Borrower in its capacity as Administrative Agent, including the security interests evidenced by the Existing Filing.

Borrower and Successor Agent wish to reflect the assumption by Successor Agent of the liens and security interests relating to the Existing Filings on the records of the Surface Transportation Board (“STB”) by filing this Notice of New Administrative Agent.

Borrower and Successor Agent hereby affirm and acknowledge that Successor Agent is the new administrative agent under the Loan Agreement and that Borrower has granted to Successor Agent, and its successors and assigns, a security interest in all collateral existing under the Existing Filings.

[Remainder of page intentionally left blank.]

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

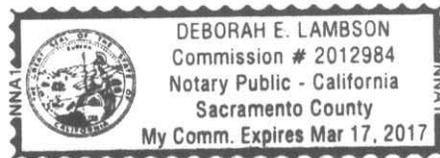
State of California
County of Sacramento

On July 28, 2015 before me, Deborah E. Lambson, Notary Public
(insert name and title of the officer)

personally appeared Oksana A. Guy,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.



Signature Deborah E. Lambson (Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of ~~California~~ Illinois
County of _____ Cook _____)

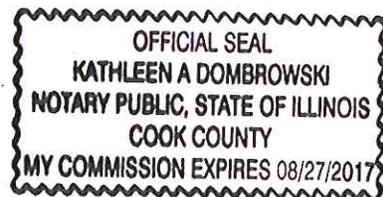
On July 29, 2015 before me, Kathleen A. Dombrowski
(insert name and title of the officer)

personally appeared Lori Heissler, Treasurer of Helm General Corporation,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ~~California~~
Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Kathleen A. Dombrowski* (Seal)



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: July 30, 2015

Edward M. Luria

Edward M. Luria