



RESIDCO

RESIDUAL BASED FINANCE CORPORATION

Deborah A. Edwards, General Counsel

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Chicago, Illinois 60602

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December 2, 2013

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

Dear Section Chief:

I have enclosed for e-filing the document described below, to be recorded pursuant to 49 U.S.C. Section 11301.

The document is a Partial Release and Discharge of Security Agreement, dated September 25, 2013, a secondary document. The enclosed document is a complete release and relates to documents previously filed with the Board under Recordation No.26886.

The name and address of the party to the enclosed document is:

Lender: MB Financial Bank, as Administrative Agent
6111 North River Road
Rosemont, IL 60018

Borrower: Residual Based Finance Corporation
ALF P-I, Inc.
ALF P-II, Inc.
ALF P-III, Inc.
ALF IV, Inc.
ALF VII, LLC
AVF II, L.L.C.
RLH1 LLC
Bangor & Aroostook Holdings, Inc.
70 W. Madison Street, #2340

Chicago, IL 60602

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

10 locomotives: with reporting marks and road numbers UPY 1335- UPY 1344,
as more particularly set forth in the equipment schedule attached to the document.

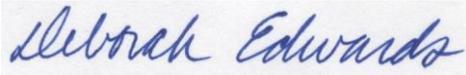
A short summary of the document to appear in the index is:

Partial Release and Discharge of Security Agreement

Please bill me. Please return one stamped copy to me at:

Deborah A. Edwards
c/o RESIDCO
70 W. Madison Street, #2340
Chicago, IL 60602
edwards@residco.com

Very truly yours,

A handwritten signature in blue ink that reads "Deborah Edwards". The signature is written in a cursive style and is placed on a light gray rectangular background.

Deborah A. Edwards

PARTIAL RELEASE AND DISCHARGE OF SECURITY INTEREST

The undersigned, MB Financial Bank, as Administrative Agent under the Amended and Restated Master Railroad Security Agreement dated as of July 15, 2012, a First Amendment to Amended and Restated Master Railroad Security Agreement dated as of November 8, 2012 (the "First Amendment"), a Second Amendment to Amended and Restated Master Railroad Security Agreement dated as of December 11, 2012, and a Third Amendment to Amended and Restated Master Railroad Security Agreement dated as of July 30, 2013 (the "Third Amendment") (as amended, the "Railroad Security Agreement").

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby releases and discharges any and all of its interests in, security interest in, and liens in the following described railroad equipment:

Ten (10) locomotives with the reporting marks and road numbers UPY 1335 – UPY 1344 ("Property Discharged").

This partial release and discharge includes the release of the security interest granted to Administrative Agent in the Property Discharged pursuant to the First Amendment, and filed at the STB as that certain Memorandum of First Amendment to Amended and Restated Master Railroad Security Agreement dated as of November 8, 2012 as recordation #26886U and filed on November 13, 2012 at 1:30 p.m. and the Third Amendment and filed at the STB as that certain Memorandum of Third Amendment to Amended and Restated Master Railroad Security Agreement dated as of July 30, 2013 as recordation #26886-Y and filed on July 30, 2013 at 3:35 p.m.

NOTICE OF PARTIAL DISCHARGE ONLY: This release and discharge is intended to be only a discharge as to the Property Discharged. Administrative Agent's security interest in all other railroad equipment in such Memoranda shall remain.

Dated this 25th day of September, 2013

MB Financial Bank, N.A., a national banking Association
as Administrative Agent

By: 

Name: Robert H. Hanigan
Title: Senior Vice President

State of Illinois

) ss:

County of Cook

On this 25th day of September, 2013, before me, personally appeared Robert H. Hanigan, to me personally known, who being by me duly sworn, says that he is Senior Vice President of MB Financial Bank and that said instrument was signed on behalf of said 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.

Linda M. Stevens
Signature of Notary Public

[Seal]

My commission expires 1-11-2017

Subscribed and sworn to me this 25th day of September, 2013.

