

ALVORD AND ALVORD PLLC
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N.W.
SUITE 301
WASHINGTON, D.C.
20036
PHONE: (202) 393-2266
FAX: 1-855-600-2836
E-MAIL: alvord@alvordlaw.com
WEBSITE: www.alvordlaw.com

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

July 31, 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 an Amendment No. 1 to Memorandum of Security Agreement Supplement No. 1 and Memorandum of Assignment and Assumption Agreements, dated as of July 30, 2015, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document amends Exhibit B and Schedule I to the documents previously filed with the Board under Recordation Number 30963-B and 30963-C, respectively.

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

Borrower and Assignee:	SMRS SPV II LLC (f/k/a Flagship Rail SPV II, LLC) 300 South Riverside Plaza Chicago, IL 60606
Seller:	SMBC Rail Services LLC (f/k/a Flagship Rail Services, LLC) 300 South Riverside Plaza Chicago, IL 60606
Pledgor:	SMRS SPV II Holdings LLC (f/k/a Flagship Rail SPV II Holdings, LLC) 300 South Riverside Plaza Chicago, IL 60606

Section Chief
July 31, 2015
Page 2

Administrative
Agent: Credit Agricole Corporate and Investment Bank
1301 Avenue of the Americas
New York, NY 10019

Collateral Agent: Wells Fargo Bank, National Association
260 N. Charles Lindbergh Drive
Salt Lake City, UT 84116

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

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

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

Amendment No. 1 to Memorandum of Security Agreement Supplement
No. 1 and Memorandum of Assignment and Assumption Agreements.

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,



Edward M. Luria

EML/sem
Enclosures

**AMENDMENT NO. 1 TO
MEMORANDUM OF SECURITY AGREEMENT SUPPLEMENT NO. 1
AND
MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENTS**

Amendment No. 1 to Memorandum of Security Agreement Supplement No. 1 and Memorandum of Assignment and Assumption Agreements dated as of July 30, 2015 (this “**Amendment**”), by and among SMRS SPV II LLC (f/k/a FLAGSHIP RAIL SPV II, LLC), as borrower (the “**Borrower**”) and as assignee (the “**Assignee**”), as applicable, CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK, not in its individual capacity, but solely as administrative agent (the “**Administrative Agent**”), WELLS FARGO BANK, NATIONAL ASSOCIATION, not in its individual capacity, but solely as collateral agent (the “**Collateral Agent**”), SMBC RAIL SERVICES LLC (f/k/a FLAGSHIP RAIL SERVICES, LLC), as seller (the “**Seller**”) and SMRS SPV II HOLDINGS LLC (f/k/a FLAGSHIP RAIL SPV II HOLDINGS, LLC), as pledgor (the “**Pledgor**”).

The Borrower, the Administrative Agent and the Collateral Agent, have entered into that certain Memorandum of Security Agreement Supplement No. 1 dated as of May 28, 2014, but effective as of October 30, 2013 (the “**Memorandum of Security Agreement Supplement No. 1**”) and the Seller, the Pledgor and the Assignee have entered into that certain Memorandum of Assignment and Assumption Agreements dated as of May 28, 2014, but effective as of October 30, 2013 (the “**Memorandum of Assignment and Assumption Agreements**”).

The Memorandum of Security Agreement Supplement No. 1 was recorded with the Surface Transportation Board (the “**STB**”) on May 29, 2014 at 8:00 a.m., under Recordation No. 30963-B, and with the Registrar General of Canada (the “**RGC**”) on May 29, 2014 at 2:33 p.m. The Memorandum of Assignment and Assumption Agreements was recorded with the STB on May 29, 2014 at 8:00 a.m., under Recordation No. 30963-C, and with the RGC on May 29, 2014 at 2:32 p.m.

The relevant parties wish to make the following amendments to the Memorandum of Security Agreement Supplement No. 1 and the Memorandum of Assignment and Assumption Agreements on the records of the STB and the RGC:

1. Exhibit B to the Memorandum of Security Agreement Supplement No. 1 is hereby deleted in its entirety and replaced with Exhibit B attached hereto; and
2. Schedule I to the Memorandum of Assignment and Assumption Agreements is hereby deleted in its entirety and replaced with Schedule I attached hereto.

Except as expressly amended hereby, the Memorandum of Security Agreement Supplement No. 1 and the Memorandum of Assignment and the Assumption Agreements shall remain unchanged and in full force and effect in all respects.

The Administrative Agent and the Collateral Agent hereby acknowledge the amendments contained in this Amendment.

This Amendment may be executed in counterparts, each such counterpart shall be binding on all parties hereto, notwithstanding that all parties are not signatories to the same counterpart.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have each caused this Amendment to be duly executed by their respective duly authorized officers as of the date first above written.

I certify that I hold the title set forth below, that this Amendment was authorized and signed for on behalf of the Borrower and the Assignee, as applicable, and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the Borrower and the Assignee, as applicable. I further declare under penalty of perjury that the foregoing is true and correct.

SMRS SPV II LLC
(f/k/a FLAGSHIP RAIL SPV II, LLC),
as Borrower and Assignee

By: 
Name: TIMOTHY D. STEUANS
Title: CHIEF RISK OFFICER

I certify that I hold the title set forth below, that this Amendment was authorized and signed for on behalf of the Seller and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the Seller. I further declare under penalty of perjury that the foregoing is true and correct.

SMBC RAIL SERVICES LLC
(f/k/a FLAGSHIP RAIL SERVICES, LLC),
as Seller

By: 
Name: TIMOTHY D. STEUANS
Title: CHIEF RISK OFFICER

I certify that I hold the title set forth below, that this Amendment was authorized and signed for on behalf of the Pledgor and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the Pledgor. I further declare under penalty of perjury that the foregoing is true and correct.

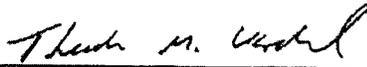
SMRS SPV II HOLDINGS LLC
(f/k/a FLAGSHIP RAIL SPV II HOLDINGS, LLC),
as Pledgor

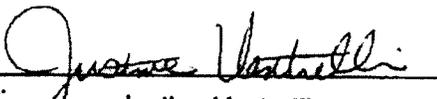
By: 
Name: TIMOTHY D. STEUANS
Title: CHIEF RISK OFFICER

ACKNOWLEDGED:

We certify that we hold the titles set forth below, that this Amendment was authorized and signed for on behalf of the Administrative Agent and that we acknowledge that the execution of the foregoing instrument was the free act and deed of the Administrative Agent. We further declare under penalty of perjury that the foregoing is true and correct.

CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK, not in its individual capacity, but solely as Administrative Agent

By: 
Name: **THEODORE M. VANDERMEL**
Title: **Managing Director**

By: 
Name: **Justine Ventrelli**
Title: **Vice President**

I certify that I hold the title set forth below, that this Amendment was authorized and signed for on behalf of the Collateral Agent and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the Collateral Agent. I further declare under penalty of perjury that the foregoing is true and correct.

WELLS FARGO BANK, NATIONAL ASSOCIATION, not in its individual capacity, but solely as Collateral Agent

By: 
Name: **Michael Arsenault**
Title: **Vice President**

EXHIBIT B

LEASE

One Hundred (100) units as identified on Exhibit A hereto and leased pursuant to Rider No. 1 dated April 2, 2015 to the Master Railcar Lease Agreement dated March 23, 2015 between SMBC Rail Services LLC, as lessor and The David J. Joseph Company, as lessee.

SCHEDULE I TO ASSIGNMENT AND ASSUMPTION AGREEMENTS

LEASE

One Hundred (100) units as identified on Schedule II hereto and leased pursuant to Rider No. 1 dated April 2, 2015 to the Master Railcar Lease Agreement dated March 23, 2015 between SMBC Rail Services LLC, as lessor and The David J. Joseph Company, as lessee.

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 31, 2015

Edward M. Luria

Edward M. Luria