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

July 31, 2014

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 to Memorandum of Security Agreement and Lease Assignment, dated as of July 31, 2014, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to Memorandum of Security Agreement and Lease Assignment previously filed with the Board under Recordation Number 30545 and amends Row 5 of Schedule 1 attached thereto.

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

Borrower:	ALF VII, LLC c/o RESIDCO 70 West Madison Street, Suite 2340 Chicago, Illinois 60606
Lender:	Wells Fargo Equipment Finance, Inc. 733 Marquette Avenue South, Suite 700 Minneapolis, Minnesota 55402

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

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

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

Amendment to Memorandum of Security Agreement and Lease Assignment.

Also enclosed is a check in the amount of \$44.00 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 TO MEMORANDUM OF SECURITY AGREEMENT
AND LEASE ASSIGNMENT**

dated as of July 31, 2014,

between

**ALF VII, LLC,
as Borrower**

and

**WELLS FARGO EQUIPMENT FINANCE, INC.,
as Lender**

AMENDMENT TO MEMORANDUM OF SECURITY AGREEMENT AND LEASE ASSIGNMENT

THIS AMENDMENT TO MEMORANDUM OF SECURITY AGREEMENT AND LEASE ASSIGNMENT, dated as of July 31, 2014, by and between ALF VII, LLC ("Borrower") and WELLS FARGO EQUIPMENT FINANCE, INC. ("Lender").

1. Lender has made a loan to Borrower pursuant to a Loan and Security Agreement dated as of December 10, 2012 (as amended by that certain Second Omnibus Amendment to Loan and Security Agreement and Other Loan Documents dated as of July 31, 2014 and as further amended from time to time, the "Security Agreement").

2. Pursuant to the Security Agreement, a Memorandum of Security Agreement and Lease Assignment was filed with the Surface Transportation Board on December 11, 2012 and assigned recordation no. 30545 (the "Original Memorandum"), which was amended by that certain Amendment to Memorandum of Security Agreement and Lease Assignment dated as of April 30, 2014 and assigned recordation no. 30545-C (as so amended, the "Existing Memorandum").

3. The Existing Memorandum sets forth on Schedule 1 thereto a list of leases in which Borrower, pursuant to the Security Agreement, granted to Lender a security interest and assigned all of Borrower's right, title and interest. Row 5 of said Schedule 1 is hereby amended and restated in its entirety as follows:

5.

Railroad Car Lease Agreement dated April 15, 1988 between Trinity Industries Leasing Company and Dow Chemical Company
Rider Eleven (11) to Railroad Car Lease Agreement dated as of June 7, 2011, as amended in full by Rider Eleven (11) to Railroad Car Lease Agreement dated as of June 1, 2014

4. Except as set forth above the Existing Memorandum remains unchanged and is in full force and effect.

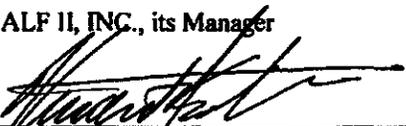
5. This Amendment to Memorandum of Security Agreement and Lease Assignment may be executed in any number of counterparts, each of which shall be an original, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to Memorandum of Security Agreement and Lease Assignment to be executed by its duly authorized officer as of the date first above written.

ALF VII, LLC,
as Borrower

By: ALF II, INC., its Manager

By: 
Name: Vincent A. Kolber
Title: President

STATE OF ILLINOIS)
)
CITY OF Chicago)

to wit:

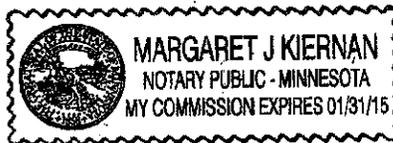


I hereby certify that on this 21st day of July, 2014, before me, personally appeared Vincent A. Kolber, to me personally known, who, being by me duly sworn, who acknowledged himself/herself to be the President of ALF II, Inc., an Illinois Corporation and the manager of ALF VII, LLC, and acknowledged that s/he, as such President, being authorized so to do, executed the instrument for the purposes therein contained by signing the name of ALF II, Inc. as the manager of ALF VII, LLC by himself/herself as President.


Notary Public

WELLS FARGO EQUIPMENT FINANCE, INC.
as Lender

By: Julie Milbrath
Name: Julie Milbrath
Title: Vice President



STATE OF Minnesota)
COUNTY OF Shannon)

to wit:

I hereby certify that on this 28th day of July, 2014, before me, personally appeared Julie Milbrath, to me personally known, who, being by me duly sworn, who acknowledged himself/herself to be the VP of Wells Fargo Equipment Finance, Inc., and acknowledged that s/he, as such VP, being authorized so to do, executed the instrument for the purposes therein contained by signing the name of Wells Fargo Equipment Finance, Inc. by himself/herself as VP.

Margaret J. Kiernan
Notary Public

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, 2014

Edward M. Luria

Edward M. Luria