

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)

October 19, 2016

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 Second Amendment to Amended Memorandum of Security Agreement, dated as of October 19, 2016, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Amended Memorandum of Security Agreement and related documents previously filed with the Board under Recordation Number 32002.

The document covers all rail equipment of the Grantors whether now owned or hereafter acquired.

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

Secured Party:	PNC Bank, National Association One North Franklin, Suite 2800 Chicago, IL 60606
Grantors:	Central Texas & Colorado River Railway, LLC Omnitrax Sand Holdings, LLC Arrows Up, LLC Sheffield Crossing 1, LLC Savannah Industrial Development, LLC 252 Clayton Street, 4th Floor Denver, CO 80206

Section Chief
October 19, 2016
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A description of the equipment covered by the enclosed document is:

All rail equipment of the Grantors whether now owned or hereafter acquired.

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

Second Amendment to Amended Memorandum of Security Agreement.

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

**SECOND AMENDMENT TO
AMENDED MEMORANDUM OF SECURITY AGREEMENT**

This Second Amendment to Amended Memorandum of Security Agreement is made and entered into as of October 19, 2016, by and among PNC BANK, NATIONAL ASSOCIATION, in its capacity as Administrative Agent for each of the Secured Parties as defined in the Security Agreement (“Secured Party”), and the undersigned additional grantors (collectively, the “Grantors”).

By Fourth Amendment and Joinder entered into as of October 19, 2016, Grantors have joined that certain Second Amended and Restated Security Agreement dated as of November 17, 2015, (the Amended and Restated Security Agreement as amended, supplemented, and restated or otherwise modified from time to time, being hereafter called the “Security Agreement”), that certain Second Amended and Restated Credit Agreement dated as of November 17, 2015, (the Second Amended and Restated Credit Agreement as amended, supplemented and restated or otherwise modified from time to time, being hereafter called the “Credit Agreement”) which Security Agreement is incorporated by reference herein, pursuant to which, among other things, Grantors have granted a lien and security interest in all of the personal property of Grantors, whether now owned or existing or hereafter created, acquired or arising in order to secure the performance of the Grantors’ obligations under the Credit Agreement.

This Second Amendment to Amended Memorandum of Security Agreement amends the Amended Memorandum of Security Agreement, dated as of November 13, 2015 filed with the STB on November 16, 2015 at 3:45 pm as STB recordation number 32002 and the First Amendment to Amended Memorandum of Security Agreement dated as of January 29, 2016 filed with the STB on June 8, 2016 at 9:30 am as STB recordation number 32002-A.

This Second Amendment to Amended Memorandum of Security Agreement amends the Amended Memorandum may be executed by the parties in any number of counterparts, each executed counterpart constituting an original but altogether one and the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above:

SECURED PARTY

PNC BANK, NATIONAL ASSOCIATION, as Administrative Agent

By: [Signature]
Name: Todd Kostelnik
Its: Senior Vice President

STATE OF Illinois)
COUNTY OF COOK) SS:

On this 17th of October, 2016, before me personally appeared TODD KOSTELNIK, to me personally known, who being duly sworn, stated that he is Senior Vice President of PNC BANK, NATIONAL ASSOCIATION, 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.

[Signature]
Notary Public

My Commission Expires



IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above:

GRANTOR:

OMNITRAX SAND HOLDINGS LLC

By: [Signature]

Name: Kevin Shuba

Its: Manager

Executed this 14th day of October, 2016

STATE OF Colorado)
) SS:
COUNTY OF Danver)

On this 14th of October, 2016, before me personally appeared Kevin Shuba, to me personally known, who being duly sworn, stated that he is Manager of OMNITRAX SAND HOLDINGS LLC, that said instrument was signed on behalf of the 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 such corporation.

[Signature]
Notary Public

My Commission Expires 2-6-2020

SANDRA REMY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20084004056
MY COMMISSION EXPIRES FEBRUARY 6, 2020

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above:

GRANTOR:

SHEFFIELD CROSSING 1, LLC

By: [Signature]
Name: Kevin Shuba
Its: Manager

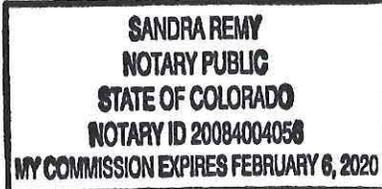
Executed this 14th day of October, 2016

STATE OF Colorado)
) SS:
COUNTY OF Denver)

On this 14th of October, 2016, before me personally appeared Kevin Shuba, to me personally known, who being duly sworn, stated that he is Manager of SHEFFIELD CROSSING 1, LLC, that said instrument was signed on behalf of the 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 such corporation.

[Signature]
Notary Public

My Commission Expires 2-6-2020



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:

October 19, 2016

Edward M. Luria

Edward M. Luria