

LAW OFFICES OF LOUIS E. GITOMER, LLC
600 BALTIMORE AVENUE, SUITE 301, TOWSON, MD 21204
410-296-2250 LOU@LGRAILLAW.COM

December 6, 2016

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

Dear Ms. Brown:

I have enclosed for e-filing the document described below, to be recorded pursuant to 49 U.S.C. § 11301. The document is a Memorandum of Eighteenth Amendment to Amended and Restated Master Railroad Security Agreement, a secondary document, dated as of November 30, 2016. The primary document to which this is connected is recorded under Recordation No. 26886. We request that this document be recorded under Recordation No. 26886-LLL.

The names and addresses of the parties to the Memorandum of Eighteenth Amendment to Amended and Restated Master Railroad Security Agreement are:

Administrative Agent:

MB Financial Bank, N.A.
6111 North River Road
Rosemont, IL 60018

Grantors:

Residual Based Finance Corporation
ALF I, Inc.
ALF P-II, Inc.
ALF P-III, Inc.
ALF P-I, Inc.
Bangor & Aroostook Holdings, Inc.
RHL1, LLC
ALF IV, Inc.
AVF II, L.L.C.
ALF VII, LLC
ALF II, Inc.
70 W. Madison Street, Suite 2340
Chicago, IL 60602

Ms. Cynthia T. Brown
December 6, 2016
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A description of the equipment covered by the Memorandum of Eighteenth Amendment to Amended and Restated Master Railroad Security Agreement consists of 68 covered hopper cars numbered DME 515000, 515002, 515003, 515006, 515007, 515008, 515010, 515011, 515014, 515015, 515016, 515017, 515019, 515020, 515021, 515022, 515024, 515026, 515027, 515029, 515030, 515033, 515035, 515038, 515041, 515042, 515043, 515046, 515047, 515050, 515052, 515055, 515059, 515061, 515064, 515065, 515066, 515068, 515069, 515072, 515073, 515074, 515075, 515077, 515079, 515083, 515084, 515085, 515086, 515092, 515093, 515094, 515095, 515098, 515099, 515100, 515104, 515107, 515109, 515110, 515112, 515114, 515116, 515118, 515125, 515126, 515127, and 515172.

A fee of \$45.00 is enclosed. Please return one copy by email to:

Louis E. Gitomer
600 Baltimore Avenue, Suite 301
Towson, MD 21204
Lou@lgraillaw.com

A short summary of the document to appear in the index follows: a Memorandum of Eighteenth Amendment to Amended and Restated Master Railroad Security Agreement between MB Financial Bank, N.A., 6111 North River Road, Rosemont, IL 60018, and Residual Based Finance Corporation, ALF I, Inc., ALF P-II, Inc., ALF P-III, Inc., ALF P-I, Inc., Bangor & Aroostook Holdings, Inc., RHL1, LLC, ALF IV, Inc., AVF II, L.L.C., ALF VII, LLC, and ALF II, Inc., 70 W. Madison Street, Suite 2340, Chicago, IL 60602, covering 68 covered hopper cars numbered DME 515000, 515002, 515003, 515006, 515007, 515008, 515010, 515011, 515014, 515015, 515016, 515017, 515019, 515020, 515021, 515022, 515024, 515026, 515027, 515029, 515030, 515033, 515035, 515038, 515041, 515042, 515043, 515046, 515047, 515050, 515052, 515055, 515059, 515061, 515064, 515065, 515066, 515068, 515069, 515072, 515073, 515074, 515075, 515077, 515079, 515083, 515084, 515085, 515086, 515092, 515093, 515094, 515095, 515098, 515099, 515100, 515104, 515107, 515109, 515110, 515112, 515114, 515116, 515118, 515125, 515126, 515127, and 515172.

Very Truly Yours,

Louis E. Gitomer

Louis E. Gitomer

Enclosure

**MEMORANDUM OF EIGHTEENTH AMENDMENT TO AMENDED AND
RESTATED MASTER RAILROAD SECURITY AGREEMENT**

This Memorandum of Eighteenth Amendment to Amended and Restated Master Railroad Security Agreement is made and entered into as of November 30, 2016 by and among RESIDUAL BASED FINANCE CORPORATION, an Illinois corporation (“RBFC”); and ALF I, INC., an Illinois corporation; ALF P-II, INC., an Illinois corporation; ALF P-III, Inc., an Illinois corporation; ALF P-I, INC., an Illinois corporation; BANGOR & AROOSTOOK HOLDINGS, INC., a Maine corporation; RLH1 LLC, a Delaware limited liability company; ALF IV, INC., an Illinois corporation; AVF II, L.L.C., a Delaware limited liability company; ALF VII, LLC, an Illinois limited liability company; and ALF II, INC., an Illinois corporation; and each a Subsidiary or an Affiliate of RBFC and each of which has its chief executive office located at 70 West Madison Street, Suite 2340, Chicago, Illinois 60602 (each and collectively, the “Grantor”), and MB FINANCIAL BANK, N.A., a national banking association (the “Administrative Agent”), whose address is 6111 North River Road, Rosemont, Illinois 60018; respecting the Eighteenth Amendment to Amended and Restated Master Railroad Security Agreement dated as of November 30, 2016 (the “Eighteenth Amendment to Security Agreement”).

Pursuant to the Eighteenth Amendment to Security Agreement, Grantor and Administrative Agent hereby affirm and acknowledge that Grantor has granted to Administrative Agent, its successors and assigns, a security interest in certain railroad equipment bearing reporting marks and road numbers as listed on **Exhibit A** attached hereto, including all rents, leases and profits related thereto.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this Memorandum of Eighteenth Amendment to Amended and Restated Master Railroad Security Agreement to be duly executed in its corporate name by its officers, thereunto duly authorized, all as of the date first above written.

[Signature Page to Follow]

ALF P-I, INC., an Illinois corporation

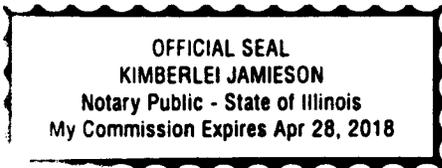
By: 
Name: Glenn P. Davis
Title: President

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this 30th of November, 2016, before me personally appeared Glenn P. Davis, to me personally known, who being duly sworn, stated that he is President of ALF P-I, INC., that said instrument was signed on behalf of said banking 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.


Notary Public

My Commission Expires



BANGOR & AROOSTOOK HOLDINGS,
INC., a Maine corporation

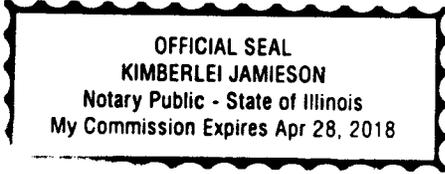
By: 
Name: Glenn P. Davis
Title: President

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS:

On this 30th day of November, 2016, before me personally appeared Glenn P. Davis, to me personally known, who being duly sworn, stated that he is President of BANGOR & AROOSTOOK HOLDINGS, INC., that said instrument was signed on behalf of said banking 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.


Notary Public

My Commission Expires



RESIDUAL BASED FINANCE
CORPORATION, an Illinois corporation

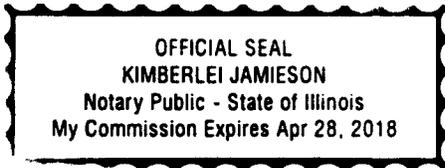
By: 
Name: Glenn P. Davis
Title: President

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this 30th day of November, 2016, before me personally appeared Glenn P. Davis, to me personally known, who being duly sworn, stated that he is President of RESIDUAL BASED FINANCE CORPORATION, that said instrument was signed on behalf of said banking 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.


Notary Public

My Commission Expires



ALF P-III, INC., an Illinois corporation

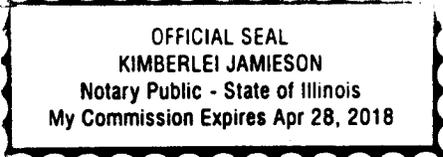
By: 
Name: Glenn P. Davis
Title: President

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS:

On this 30th day of November, 2016, before me personally appeared Glenn P. Davis, to me personally known, who being duly sworn, stated that he is President of ALF P-III, INC., that said instrument was signed on behalf of said banking 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.


Notary Public

My Commission Expires



RLH1 LLC, a Delaware limited liability company

By: 
Name: Glenn P. Davis
Title: Director

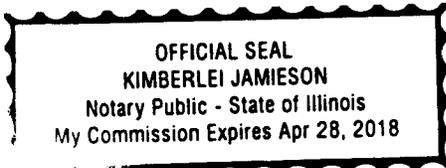
STATE OF ILLINOIS)
)
COUNTY OF COOK)

SS:

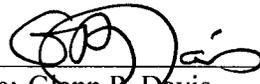
On this 30th day of November, 2016, before me personally appeared Glenn P. Davis, to me personally known, who being duly sworn, stated that he is Director of RLH1 LLC, that said instrument was signed on behalf of said banking corporation by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

My Commission Expires



ALF IV, INC., an Illinois corporation

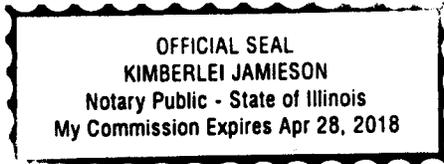
By: 
Name: Glenn P. Davis
Title: President

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS:

On this 30th day of November, 2016, before me personally appeared Glenn P. Davis, to me personally known, who being duly sworn, stated that he is President of ALF IV, INC., that said instrument was signed on behalf of said banking 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.


Notary Public

My Commission Expires



AVF II, L.L.C., an Illinois limited liability company

By: ALF II, Inc., an Illinois corporation

Its: Manager

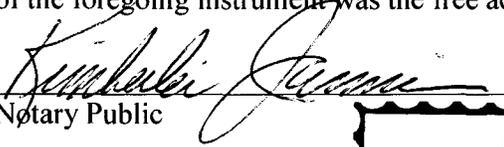
By: 

Name: Glenn P. Davis

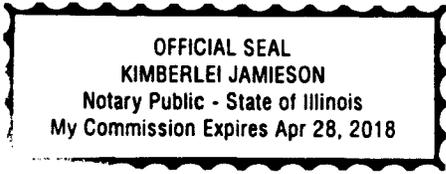
Title: President

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this 30th day of November, 2016, before me personally appeared Glenn P. Davis, to me personally known, who being duly sworn, stated that he is President of the Manager of AVF II, L.L.C., that said instrument was signed on behalf of said banking 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.


Notary Public

My Commission Expires



ALF VII, LLC, an Illinois limited liability company

By: ALF II, INC., an Illinois corporation

Its: Manager

By: 

Name: Glenn P. Davis

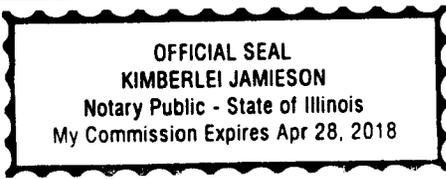
Title: President

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this 30th day of November, 2016, before me personally appeared Glenn P. Davis, to me personally known, who being duly sworn, stated that he is the President of the Manager of ALF VII, LLC, that said instrument was signed on behalf of said banking 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.


Notary Public

My Commission Expires



ALF II, INC., an Illinois corporation

By: 

Name: Glenn P. Davis

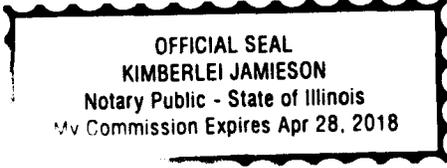
Title: President

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this 30th day of November, 2016, before me personally appeared Glenn P. Davis, to me personally known, who being duly sworn, stated that he is the President of the President of ALF II, INC., that said instrument was signed on behalf of said banking 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.


Notary Public

My Commission Expires



ALF I, INC., an Illinois corporation

By: 

Name: Glenn P. Davis

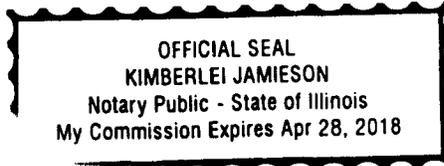
Title: President

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this 30th day of November, 2016, before me personally appeared Glenn P. Davis, to me personally known, who being duly sworn, stated that he is the President of the President of ALF I, INC., that said instrument was signed on behalf of said banking 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.


Notary Public

My Commission Expires



Agreed and accepted:

Bank:

MB FINANCIAL BANK, N.A., a national banking association, as Administrative Agent under the Amended and Restated Master Loan Agreement

By: Keith J. Niebrugge
Name: Keith J. Niebrugge
Title: Senior Vice President

STATE OF ILLINOIS))
COUNTY OF COOK) SS:

On this 30 day of November, 2016, before me personally appeared Keith J. Niebrugge, to me personally known, who being duly sworn, stated that he is the Senior Vice President of MB FINANCIAL BANK, N.A., as Administrative Agent, that said instrument was signed on behalf of said banking 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.

Deborah Dalton
Notary Public

My Commission Expires



Exhibit A

DM&E - 68 Covered Hoppers

	Mark	Number	39	DME	515069
1	DME	515000	40	DME	515072
2	DME	515002	41	DME	515073
3	DME	515003	42	DME	515074
4	DME	515006	43	DME	515075
5	DME	515007	44	DME	515077
6	DME	515008	45	DME	515079
7	DME	515010	46	DME	515083
8	DME	515011	47	DME	515084
9	DME	515014	48	DME	515085
10	DME	515015	49	DME	515086
11	DME	515016	50	DME	515092
12	DME	515017	51	DME	515093
13	DME	515019	52	DME	515094
14	DME	515020	53	DME	515095
15	DME	515021	54	DME	515098
16	DME	515022	55	DME	515099
17	DME	515024	56	DME	515100
18	DME	515026	57	DME	515104
19	DME	515027	58	DME	515107
20	DME	515029	59	DME	515109
21	DME	515030	60	DME	515110
22	DME	515033	61	DME	515112
23	DME	515035	62	DME	515114
24	DME	515038	63	DME	515116
25	DME	515041	64	DME	515118
26	DME	515042	65	DME	515125
27	DME	515043	66	DME	515126
28	DME	515046	67	DME	515127
29	DME	515047	68	DME	515172
30	DME	515050			
31	DME	515052			
32	DME	515055			
33	DME	515059			
34	DME	515061			
35	DME	515064			
36	DME	515065			
37	DME	515066			
38	DME	515068			