

RECORDATION NO. 31387-B FILED
August 26, 2015 03:20 PM
SURFACE TRANSPORTATION BOARD

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

August 26, 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 a Second Amendment to Memorandum of Loan and Security Agreement, dated as of August 26, 2015, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The document covers all rail equipment and leasehold interests therein of the Grantor now owned or hereafter acquired.

The enclosed document relates to the documents previously filed with the Board under Recordation Number 31387.

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

Grantor: Ralco, LLC
106 Calendar Court #310
LaGrange, IL 60525

Lender: First Community Financial Bank
2801 Black Road
Joliet, IL 60435

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

All railroad equipment, whether now owned or hereafter acquired by the Grantor, including, but not limited to the following 211 railcars within the following series as more particularly set forth in the attachment to the document:

Section Chief
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RWIX 74001 – RWIX 74111
DOWX 72406 – DOWX 72454
DOWX 75000 – DOWX 75034
VCRX 2239
VCRX 1708
VCRX 5126
VCRX 5549
VCRX 5593
BISX 30900 – BISX 30949
BISX 3011, BISX 3012
RAIX 110 – RAIX 204
BISX 544001 – BISX 544020
BISX 242001 – BISX 252039 (previously bearing AEX marks within the series 677; 10129, 12702, 13293 – 13548, 15686 – 15734, NAHX 490209 and WCFX 4587).

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

Second Amendment to Memorandum of Loan and 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,

A handwritten signature in black ink, appearing to read "Claire E. Murphy". The signature is written in a cursive, flowing style.

Claire E. Murphy

CEM
Enclosures

**SECOND AMENDMENT TO
MEMORANDUM OF LOAN AND SECURITY AGREEMENT**

This Second Amendment to Memorandum of Loan and Security Agreement is made and entered into as of August 26, 2015, by and between RALCO, LLC, an Illinois limited liability company (hereinafter referred to as "**Grantor**"), and FIRST COMMUNITY FINANCIAL BANK (hereinafter referred to as "**Lender**").

1. Lender has made certain loans to Grantor pursuant to that certain Loan and Security Agreement dated as of September 5, 2014 (as amended and restated by that certain Amended and Restated Loan and Security Agreement dated as of February 12, 2015, and as further amended, restated, supplemented or modified from time to time, the "**Loan and Security Agreement**") between Grantor and Lender, and other documents referenced therein, as the same may be amended, amended and restated, supplemented or otherwise modified from time to time.

2. Pursuant to the Loan and Security Agreement, a Memorandum of Loan and Security Agreement dated as of September 5, 2014 was filed with the Surface Transportation Board on September 10, 2014 and assigned recordation no. 31387 (the "**Original Memorandum**"), and an Amendment to Memorandum of Loan and Security Agreement dated as of February 12, 2015 was filed with the Surface Transportation Board on March 27, 2015 and assigned recordation no. 31387-A (the "**First Amendment**") (the Original Memorandum, as amended by the First Amendment, is referred to herein as the "**Existing Memorandum**").

3. The Existing Memorandum sets forth the collateral in which Grantor has granted Lender a first priority security interest. The description of such collateral is hereby amended and restated in its entirety as set forth in Paragraph 4 below.

4. Grantor and Lender hereby affirm and acknowledge that Grantor has agreed to grant Lender a first priority security interest in (a) all of Grantor's railcars described on **Exhibit A** attached hereto and made a part hereof, (b) all of Grantor's hereinafter acquired railcars and other rail equipment, and (c) all leases of such railcars and other rail equipment, whether such leases are now in existence or hereafter entered into with respect to such railcars and other rail equipment, and all proceeds of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of or in respect of any of the foregoing, and any and all proceeds of any insurance, indemnity, warranty or guaranty payable to Grantor from time to time with respect to the foregoing effective as of the date of the Loan and Security Agreement and subject to the terms defined in the Loan and Security Agreement.

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

6. Grantor and Lender hereby further affirm and acknowledge that this Second Amendment to Memorandum of Loan and Security Agreement shall be filed with the Surface Transportation Board of the United States Department of Transportation pursuant to 49 U.S.C. Section 11301(a).

IN WITNESS WHEREOF, in order to show for the public record the existence of the aforesaid security interest in favor of the Lender and to perfect such security interests, each of the parties hereto, pursuant to due authority, has caused this Second Amendment to Memorandum of Loan and Security Agreement to be duly executed in its name by its officers or managers, thereunto duly authorized, all as of the date first above written.

SIGNATURES APPEAR ON THE FOLLOWING PAGES

I certify that I hold the title set forth below, that this instrument was signed on behalf of RALCO, LLC by authority of its Manager and that I acknowledge that the execution of the foregoing instrument was the free act and deed of RALCO, LLC. I further declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

RALCO, LLC, an Illinois limited liability company, as
Grantor

By: 

Name: Peter R. Urban

Its: Manager

I certify that I hold the title set forth below, that this instrument was signed on behalf of FIRST COMMUNITY FINANCIAL BANK by authority of its governing board of directors and that I acknowledge that the execution of the foregoing instrument was the free act and deed of FIRST COMMUNITY FINANCIAL BANK. I further declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

FIRST COMMUNITY FINANCIAL BANK, as Lender

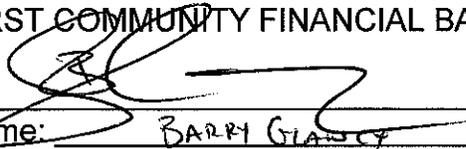
By: 
Name: BARRY GLANCY
Its: SVP

EXHIBIT A

**RALCO, LLC
Rail Car Lease Report 8-17-15**

	LESSEE	MARK	CAR #
1	San Luis Central RR	RWIX	74001
2			74005
3			74006
4			74007
5			74008
6			74012
7			74020
8			74021
9			74024
10			74025
11			74027
12			74031
13			74033
14			74035
15			74036
16			74037
17			74038
18			74040
19			74042
20			74043
21			74047
22			74049
23			74050
24			74054
25			74057
26			74058
27			74059
28			74060
29			74061
30			74063
31			74065
32			74068
33			74069
34			74071
35			74073
36			74074
37			74075
38			74076
39			74077
40			74078
41			74080
42			74081
43			74083
44			74085
45			74086
46			74087
47			74091
48			74092
49			74094
50			74097
51			74099
52			74104
53			74105
54			74106
55			74111
Sub Total SLC Cars			55

	LESSEE	MARK	CAR #
1	DOW Chemical	DOWX	72406
2			72410
3			72411
4			72412

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5	72428
6	72437
7	72438
8	72439
9	72445
10	72446
11	72447
12	72454
13	75000
14	75001
15	75002
16	75003
17	75004
18	75005
19	75019
20	75022
21	75028
22	75029
23	75030
24	75031
25	75032
26	75034
Sub Total DOW CHEMICAL Cars	
26	

	LESSEE	MARK	CAR #
1	Timken Co.	VCRX	2239
2			1708
3			5126
4			5549
5			5593
Sub Total Timken Cars			5

	LESSEE	MARK	CAR #
1	Mervis Industries	BISX	30902
2			30903
3			30904
4			30905
5			30906
6			30922
7			30924
8			30926
9			30929
10			30930
11			30932
12			30933
13			30937
14			30938
15			30939
16			30942
17			30945
18			30947
19			30948
20			30949
Sub Total Mervis Ind. Cars			20

	LESSEE	MARK	CAR #
1	DJ Joseph	BISX	30900
2			30901
3			30907
4			30908
5			30909
6			30910
7			30911
8			30912

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9	30913
10	30914
11	30915
12	30916
13	30917
14	30918
15	30919
16	30920
17	30921
18	30923
19	30925
20	30927
21	30928
22	30931
23	30934
24	30935
25	30936
26	30940
27	30941
28	30943
29	30944
30	30946
31	3011
32	3012
Sub Total DJJ	
	32

	LESSEE	MARK	CAR #
1	Dow Chemical	RAIX	110
2			115
3			127
4			139
5			147
6			151
7			173
8			174
9			196
10			204
Sub Total Dow			10

	LESSEE	MARK	CAR #
1	United Iron & Metals	BISX	544001
2			544002
3			544003
4			544004
5			544005
6			544006
7			544007
8			544008
9			544009
10			544010
11			544011
12			544012
13			544013
14			544014
15			544015
16			544016
17			544017
18			544018
19			544019
20			544020
Sub Total United			20

RALCO, LLC
 Rail Car Lease Report 8-17-15

	LESSEE	Old Mark	Old #	New Mark	New #
1	PCS	AEX	15697	BISX	242001
2		AEX	15698	BISX	242002
3		AEX	15700	BISX	242003
4		AEX	15710	BISX	242004
5		AEX	15711	BISX	252001
6		AEX	15370	BISX	252002
7		AEX	15410	BISX	252003
8		AEX	15704	BISX	252004
9		AEX	15731	BISX	252005
10		AEX	15732	BISX	252006
11		AEX	15734	BISX	252007
12		AEX	15714	BISX	252008
13		AEX	10129	BISX	252009
14		AEX	677	BISX	252010
15		AEX	12702	BISX	252011
16		AEX	13293	BISX	252012
17		AEX	13541	BISX	252013
18		AEX	13548	BISX	252014
19		AEX	15686	BISX	252015
20		AEX	15687	BISX	252016
21		AEX	15688	BISX	252017
22		AEX	15690	BISX	252018
23		AEX	15691	BISX	252019
24		AEX	15692	BISX	252020
25		AEX	15695	BISX	252021
26		AEX	15705	BISX	252022
27		AEX	15706	BISX	252023
28		AEX	15715	BISX	252024
29		AEX	15716	BISX	252025
30		AEX	15717	BISX	252026
31		AEX	15718	BISX	252027
32		AEX	15719	BISX	252028
33		AEX	15720	BISX	252029
34		AEX	15721	BISX	252030
35		AEX	15722	BISX	252031
36		AEX	15724	BISX	252032
37		AEX	15725	BISX	252033
38		AEX	15726	BISX	252034
39		AEX	15727	BISX	252035
40		NAHX	490209	BISX	252036
41		WCFX	4587	BISX	252037
42		AEX	15707	BISX	252038
43		AEX	15708	BISX	252039

Sub Total PCS 43
 TOTAL - ALL CARS 211

I certify the information contained herein to be true and accurate to the best of my knowledge.

RALCO, LLC

By: 
 Richard J. Johannes, Member

8-21-15
 Date

CERTIFICATION

I, Claire E. Murphy, an attorney licensed to practice in the State of New Jersey, 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: August 26, 2015



Claire E. Murphy