

ALVORD AND ALVORD PLLC
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N.W.
SUITE 301
WASHINGTON, D.C.
20036

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

PHONE: (202) 393-2266

FAX: 1-855-600-2836

E-MAIL: alvord@alvordlaw.com

WEBSITE: www.alvordlaw.com

March 27, 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 to Memorandum of Loan and Security Agreement, dated as of February 12, 2014, a primary 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 Memorandum of Loan and Security Agreement 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

Chief, Section of Administration
March 27, 2015
Page 2

A description of the railroad 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 87 railcars within the following series as set forth in the attachment to the document:

DOWX 72406 - DOWX 72454
DOWX 75000 - DOWX 75034
RWIX 74001 - RWIX 74111
VCRX 1708
VCRX 2239
VCRX 5126
VCRX 5549
VCRX 5593

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

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,



Edward M. Luria

EML/sem
Enclosures

AMENDMENT TO
MEMORANDUM OF LOAN AND SECURITY AGREEMENT

This Amendment to Memorandum of Loan and Security Agreement is made and entered into as of February 12, 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 September 5, 2014 (as amended and restated by that certain Amended and Restated Loan and Security Agreement dated as of even date herewith, 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 was filed with the Surface Transportation Board on September 10, 2014 and assigned recordation no. 31387 (the "**Existing Memorandum**").

3. The Existing Memorandum sets forth the collateral in which Grantor has granted Lender a first and 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 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 USC 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 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: VP

EXHIBIT A

RALCO, LLC

Rail Car Lease Report 9-10-14

	LESSEE	MARK	CAR #	BLT DATE
1.	San Luis Central RR	RWIX	74001	1970
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	
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	

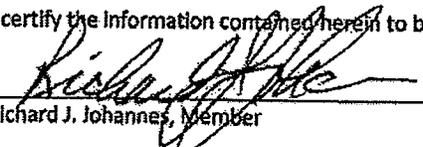
RALCO, LLC
Rail Car Lease Report 9-10-14

	LESSEE	MARK	CAR #	BLT DATE
1.	DOW Chemical	DOWX	72406	1980
2.			72410	1975
3.			72411	1979
4.			72412	1975
5.			72428	1979
6.			72437	1975
7.			72438	1975
8.			72439	1975
9.			72445	1981
10.			72446	1978
11.			72447	1978
12.			72453	1974
13.			72454	1975
14.			75000	1975
15.			75001	1975
16.			75002	1975
17.			75003	1975
18.			75004	1975
19.			75005	1975
20.			75019	1978
21.			75022	1978
22.			75028	1975
23.			75029	1979
24.			75030	1979
25.			75031	1979
26.			75032	1979
27.			75034	1981
Sub Total DOW CHEMICAL Cars			27	

	LESSEE	MARK	CAR #	BLT DATE
1.	Timken Co.	VCRX	2239	1980
2.			1708	1980
3.			5126	1966
4.			5549	1966
5.			5593	1966
Sub Total Timken Cars			5	

Total cars on lease = 87

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


 Richard J. Johannes, Member

9-10-14
 Date

RALCO, LLC

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: 3/27/15

Edward M Luria
Edward M. Luria