

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

RECORDATION NO. 31387-F FILED  
September 19, 2016 03:40 PM  
SURFACE TRANSPORTATION BOARD

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](mailto:alvord@alvordlaw.com)

WEBSITE: [www.alvordlaw.com](http://www.alvordlaw.com)

September 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 Memorandum of Cross Collateralization Agreement, dated as of September 19, 2016, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the documents previously filed with the Board under Recordation Numbers 31387-C, 31387-D and 31387-E.

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

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

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

Chief, Section of Administration  
September 19, 2016  
Page 2

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

All railcars covered by the documents previously filed under Recordation Numbers 31387-C, 31387-D and 31387-E

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

Memorandum of Cross Collateralization Agreement.

Also enclosed is a check in the amount of \$45.00 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 blue ink, appearing to read "E. Luria", with a stylized flourish at the end.

Edward M. Luria

EML/sem  
Enclosures

**MEMORANDUM OF CROSS COLLATERALIZATION AGREEMENT**

THIS MEMORANDUM OF CROSS COLLATERALIZATION AGREEMENT (this "**Memorandum**") dated as of September 19, 2016, is made by and between FIRST COMMUNITY FINANCIAL BANK ("**Lender**") and RALCO, LLC ("**Grantor**").

WITNESSETH:

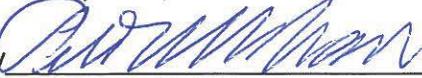
1. Lender has entered into the loan transactions more specifically described on Schedule A hereto which is by this reference incorporated herein (individually or collectively herein referred to as "**Transaction #1**") with Grantor. Lender has also entered the loan transaction more specifically described on Schedule A hereto with Grantor ("**Transaction #2**"). Transaction #1 and Transaction #2 are collectively herein referred to as the "**Transactions**"). Transaction #1 is still in force, Grantor represents and warrants that no default or Event of Default exists under any agreement affecting or related to the Transactions. Under the terms of Transaction #1, Lender was granted and now holds a security interest in the equipment covered by Transaction #1.
2. Pursuant to that certain Omnibus Amendment and Cross-Default and Cross-Collateralization Agreement dated as of August 31, 2016 by and between Grantor and Lender, the parties agreed that the collateral and the liens on the collateral securing Transaction #1 shall also secure the payment and performance of all obligations of Transaction #2, and that the collateral and the liens on the collateral securing Transaction #2 shall also secure the payment and performance of all obligations under Transaction #1, and that any breach or default under any agreements or instruments evidencing such Transactions shall constitute a default under every other obligation between Lender and Grantor.
3. In consideration of Lender's entering into the Transactions, Grantor has granted Lender a continuing security interest in all equipment which is described in each of the Transactions.
4. The security interests created hereby shall continue until all obligations of Grantor to Lender under both Transactions have been satisfied.
5. A default in either Transaction shall, at Lender's option, constitute a default with respect to all obligations of Grantor to Lender.
6. This Memorandum may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such Memorandum. This Memorandum may be executed by a party and delivered to the other party by facsimile or other electronic transmission, and such signature shall have the same force and effect as an original signature on such document.



IN WITNESS WHEREOF, Grantor and Lender have each caused this Memorandum to be duly executed by their respective officers duly authorized as of the date and year first above written.

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**, as Grantor

By  \_\_\_\_\_

Name: Peter R. Urban

Title: 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 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 that the foregoing is true and correct.

**FIRST COMMUNITY FINANCIAL BANK**, as Lender

By  \_\_\_\_\_

Name: Barry Glancy

Title: SVP

## SCHEDULE A

### Transaction #1:

1. Second Amended and Restated Loan and Security Agreement dated as of March 29, 2016 by and between Grantor and Lender (the "**First Loan Agreement**"), a memorandum of which is on file with the Surface Transportation Board ("**STB**") as STB recordation number 31387-C, filed April 15, 2016 at 3:00 PM, which, after the filing of the partial release of security interest with the STB as STB recordation number 31387-D on September 7, 2016 at 4:15 PM, evidences a pledge by Grantor of 228 railcars.
2. Term Note dated February 12, 2015 by Grantor to Lender.
3. Term Note B dated March 29, 2016 by Grantor to Lender.
4. Amended and Restated Line of Credit Note dated March 29, 2016 by Grantor to Lender.
5. Assignment of Leases dated as of September 5, 2014 by Grantor in favor of Lender.
6. Guaranties, each dated as of September 5, 2014, by Peter R. Urban, Jason P. Urban and Richard J. Johannes, as same may be, or have been, reaffirmed or otherwise modified from time to time.
7. Certain other loan documents as more fully described in the First Loan Agreement.

### Transaction #2:

1. Loan and Security Agreement dated as of August 31, 2016 by and between Grantor and Lender (the "**Second Loan Agreement**"), a memorandum of which is on file with the STB as STB recordation number 31387-E, filed September 7, 2016 at 4:15 PM, evidencing a pledge by Grantor of 108 railcars.
  2. Term Note dated August 31, 2016 by Grantor to Lender
  3. Guaranties, each dated as of August 31, 2016, by Peter R. Urban, Jason P. Urban and Richard J. Johannes.
  4. Assignment of Leases dated as of August 31, 2016 by Grantor in favor of Lender.
  5. Certain other loan documents as more fully described in the Second Loan Agreement.
- 

**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: September 19, 2016

*Edward M Luria*

\_\_\_\_\_  
Edward M. Luria