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September 7, 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 Loan and Security Agreement, dated as of August 31, 2016, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Loan and Security Agreement previously filed with the Board under Recordation Number 31387.

The name and address of the party 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

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

108 railcars within the series IPFX 74004 – IPFX 74110, NRDY 13005 – NRDY 13449, NRDY 95100 – NRDY 95131 and BISX 726001 - BISX 726014 as specifically set forth below:

IPFX 74004, IPFX 74009, IPFX 74013, IPFX 74017, IPFX 74018, IPFX 74019, IPFX 74023, IPFX 74026, IPFX 74028, IPFX 74030, IPFX 74032, IPFX 74034, IPFX 74039, IPFX 74041, IPFX 74044, IPFX 74045, IPFX 74048, IPFX 74052, IPFX 74053, IPFX 74056, IPFX 74064, IPFX 74066, IPFX 74067, IPFX 74070, IPFX 74072, IPFX 74079, IPFX 74082, IPFX 74084, IPFX 74088, IPFX 74089, IPFX 74093, IPFX 74096, IPFX 74098, IPFX 74100, IPFX 74101, IPFX 74102, IPFX 74103, IPFX 74107, IPFX 74108, IPFX 74109, IPFX 74110.

NRDY 13005, NRDY 13037, NRDY 13066, NRDY 13087, NRDY 13093, NRDY 13104, NRDY 13118, NRDY 13161, NRDY 13167, NRDY 13217, NRDY 13240, NRDY 13241, NRDY 13255, NRDY 13267, NRDY 13291, NRDY 13298, NRDY 13309, NRDY 13310, NRDY 13351, NRDY 13372, NRDY 13381, NRDY 13393, NRDY 13412, NRDY 13438, NRDY 13449. NRDY 95100, NRDY 95101, NRDY 95102, NRDY 95103, NRDY 95104, NRDY 95105, NRDY 95106, NRDY 95107, NRDY 95108, NRDY 95109, NRDY 95110, NRDY 95111, NRDY 95112, NRDY 95113, NRDY 95114, NRDY 95115, NRDY 95116, NRDY 95117, NRDY 95118, NRDY 95119, NRDY 95121, NRDY 95122, NRDY 95123, NRDY 95124, NRDY 95125, NRDY 95126, NRDY 95127, NRDY 95128, NRDY 95129, NRDY 95130, NRDY 95131.

BISX 726001, BISX 726003, BISX 726004, BISX 726006, BISX 726007, BISX 726009, BISX 726010, BISX 726011, BISX 726012, BISX 726013 and BISX 726014.

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

Memorandum of Loan and Security 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.

Chief, Section of Administration
September 7, 2016
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Very truly yours,

A handwritten signature in black ink that reads "Edward M. Luria". The signature is written in a cursive style with a large, prominent "E" and "L".

Edward M. Luria

EML/bhs
Enclosures

MEMORANDUM OF LOAN AND SECURITY AGREEMENT

This Memorandum of Loan and Security Agreement is made and entered into as of August 31, 2016, by and between RALCO, LLC, an Illinois limited liability company (hereinafter referred to as "**Grantor**"), and FIRST COMMUNITY FINANCIAL BANK, an Illinois banking corporation (hereinafter referred to as "**Lender**").

1. Lender has made certain loans to Grantor pursuant to that certain Loan and Security Agreement dated as of even date herewith (as 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. Grantor and Lender hereby affirm and acknowledge that Grantor has agreed to grant Lender a first priority security interest in all of Grantor's railcars described on **Exhibit A** attached hereto and made a part hereof, and all leases of such railcars, 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.

3. Grantor and Lender hereby further affirm and acknowledge that this 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).

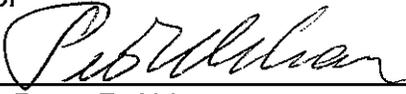
IN WITNESS WHEREOF, in order to show for the public record the existence of the aforesaid security interest in favor of the Lender and to perfect such security interests, each of the parties hereto, pursuant to due authority, has caused this Memorandum of Loan and Security Agreement to be duly executed 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

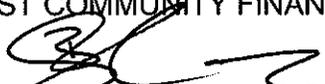
By: 
Name: BARRY GLANCY
Its: SVP

EXHIBIT A

SLRG/IPH			Off-lease		
1	IPFX	74004		BISX	726001
2	IPFX	74009		BISX	726003
3	IPFX	74013		BISX	726004
4	IPFX	74017		BISX	726006
5	IPFX	74018		BISX	726007
6	IPFX	74019		BISX	726009
7	IPFX	74023		BISX	726010
8	IPFX	74026		BISX	726011
9	IPFX	74028		BISX	726012
10	IPFX	74030		BISX	726013
11	IPFX	74032		BISX	726014
12	IPFX	74034			
13	IPFX	74039			
14	IPFX	74041			
15	IPFX	74044			
16	IPFX	74045			
17	IPFX	74048			
18	IPFX	74052			
19	IPFX	74053			
20	IPFX	74056			
21	IPFX	74064			
22	IPFX	74066			
23	IPFX	74067			
24	IPFX	74070			
25	IPFX	74072			
26	IPFX	74079			
27	IPFX	74082			
28	IPFX	74084			
29	IPFX	74088			
30	IPFX	74089			
31	IPFX	74093			
32	IPFX	74096			
33	IPFX	74098			
34	IPFX	74100			
35	IPFX	74101			
36	IPFX	74102			
37	IPFX	74103			
38	IPFX	74107			
39	IPFX	74108			
40	IPFX	74109			
41	IPFX	74110			
42	NRDX	13005			
43	NRDX	13037			
44	NRDX	13066			
45	NRDX	13087			

46	NRDX	13093		
47	NRDX	13104		
48	NRDX	13118		
49	NRDX	13161		
50	NRDX	13167		
51	NRDX	13217		
52	NRDX	13240		
53	NRDX	13241		
54	NRDX	13255		
55	NRDX	13267		
56	NRDX	13291		
57	NRDX	13298		
58	NRDX	13309		
59	NRDX	13310		
60	NRDX	13351		
61	NRDX	13372		
62	NRDX	13381		
63	NRDX	13393		
64	NRDX	13412		
65	NRDX	13438		
66	NRDX	13449		
67	NRDX	95100		
68	NRDX	95101		
69	NRDX	95102		
70	NRDX	95103		
71	NRDX	95104		
72	NRDX	95105		
73	NRDX	95106		
74	NRDX	95107		
75	NRDX	95108		
76	NRDX	95109		
77	NRDX	95110		
78	NRDX	95111		
79	NRDX	95112		
80	NRDX	95113		
81	NRDX	95114		
82	NRDX	95115		
83	NRDX	95116		
84	NRDX	95117		
85	NRDX	95118		
86	NRDX	95119		
87	NRDX	95121		
88	NRDX	95122		
89	NRDX	95123		
90	NRDX	95124		
91	NRDX	95125		
92	NRDX	95126		

93	NRDX	95127			
94	NRDX	95128			
95	NRDX	95129			
96	NRDX	95130			
97	NRDX	95131			

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 7, 2016

Edward M Luria

Edward M. Luria