

ALVORD AND ALVORD PLLC
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N.W.
SUITE 301
WASHINGTON, D.C.
20036
PHONE: (202) 393-2266
FAX: 1-855-600-2836
E-MAIL: alvord@alvordlaw.com
WEBSITE: www.alvordlaw.com

RECORDATION NO. 31889-A FILED
November 18, 2016 10:50 AM
SURFACE TRANSPORTATION BOARD

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

November 18, 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 Grant of Lien and Memorandum of Loan and Security Agreement, dated as of November 18, 2016, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Bill of Sale previously filed with the Board under Recordation Number 31889.

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

Lender:	City National Bank of Florida 25 West Flagler Street Miami, FL 33130
Borrower:	Kevin R. Deuel 1814 S Bayshore Ln. Miami, FL 33133
Guarantor:	Agramerica, Inc. 1814 S Bayshore Ln. Miami, FL 33133

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

12 covered hopper railcars: AJAX 1514 – AJAX 1525

Grant of Lien and Memorandum of Loan and Security Agreement.

Section Chief
November 18, 2016
Page 2

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,



Edward M. Luria

EML/sem
Enclosures

GRANT OF LIEN AND MEMORANDUM OF LOAN AND SECURITY AGREEMENT, dated as of November 18, 2016, by and between **KEVIN R. DEUEL**, an individual, as borrower ("**Borrower**"), and **CITY NATIONAL BANK OF FLORIDA**, as lender ("**Lender**" and, together with Borrower, the "**Parties**"). Capitalized terms used herein which are not defined herein shall have their respective meanings ascribed thereto as set forth in the Loan Agreement (defined below).

WHEREAS, Borrower and Lender have entered into that certain Loan and Security Agreement, dated the date hereof (the "**Loan and Security Agreement**"), pursuant to which Lender has made a loan to Borrower, and simultaneously therewith, Borrower has advanced such loan proceeds to his wholly-owned company, Agramericas, Inc. ("**Guarantor**") pursuant to a promissory note ("**Note**"). Borrower has collaterally assigned the Note to Lender as additional security.

WHEREAS, Guarantor is the owner of the railcars described in Exhibit A hereto (the "**Railcars**").

WHEREAS, (i) Guarantor, to secure all of its obligations under the Note and Borrowers' obligations under the Loan and Security Agreement, and (ii) Borrower, to secure all of its obligations under the Loan and Security Agreement, do each, jointly and severally, grant a lien in favor of Lender on all of their respective present and future right, title, and interest in, to, and under the following:

- (1) Railcars;;
- (2) all additions, attachments, accessories and accessions thereto whether or not furnished by the supplier of the Railcars;
- (3) all leases, chattel paper, accounts, security deposits relating thereto, and any and all substitutions, replacements or exchanges for the foregoing property, and
- (4) any and all insurance and/or other proceeds of the foregoing;

WHEREAS, the Parties wish to show for the public record the existence of the aforesaid Loan and Security Agreement, and the respective interests therein of the Parties, including the collateral assignment by by Borrower to and in favor of Lender of all of Borrower's rights against Guarantor under the Note, herein or in respect of the Railcars;

NOW, THEREFORE, to accomplish the foregoing, the Parties are filing this Grant of Lien and Memorandum of Loan and Security Agreement with the STB pursuant to 49 USC Section 11301(a) and the Registrar General of Canada pursuant to the Canada Transportation Act.

This instrument may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such memorandum.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have each caused this instrument to be duly executed by their duly authorized officers as of the date set forth above.

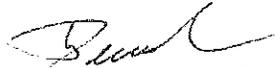
I certify that I hold the title set forth below, that this instrument was signed on behalf of Lender and that I acknowledge that the execution of the foregoing instrument was the free act and deed of Lender. I further declare under penalty of perjury that the foregoing is true and correct.

CITY NATIONAL BANK OF FLORIDA

By: _____
Name:
Title:

I certify that I this instrument was signed by me, as Borrower, and that I acknowledge that the execution of the foregoing instrument was my free act and deed. I further declare under penalty of perjury that the foregoing is true and correct.

KEVIN R. DEUEL

By: 
Name: _____
Title: *K. Deuel*

I certify that I hold the title set forth below, that this instrument was signed on behalf of Guarantor and that I acknowledge that the execution of the foregoing instrument was the free act and deed of Guarantor. I further declare under penalty of perjury that the foregoing is true and correct.

IN WITNESS WHEREOF, the parties hereto have each caused this memorandum to be duly executed by their duly authorized officers as of the date set forth above.

AGRAMERICAS, INC.

By: 
Name: _____
Title: *Pres.*

EXHIBIT A

Description of Railcars

Twelve (12) Trinity 6541 cubic foot capacity, covered hopper cars with a gross rail load of 286,000 pounds together with any and all appliances, parts, instruments, appurtenances, accessories, furnishings and other equipment and components of whatever nature which may from time to time be incorporated or installed in or attached to any thereof.

MARK	NUMBER
AJAX	1514
AJAX	1515
AJAX	1516
AJAX	1517
AJAX	1518
AJAX	1519
AJAX	1520
AJAX	1521
AJAX	1522
AJAX	1523
AJAX	1524
AJAX	1525

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: November 18, 2016

Edward M Luria

Edward M. Luria