

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

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

September 30, 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 Security Agreement – Chattel Mortgage, dated as of September 30, 2016, a primary document as defined in the Board's Rules for the Recordation of Documents.

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

Secured Party: Central Bank of St. Louis  
12218 Manchester Rd.  
St. Louis, Missouri 63131

Debtor: InStar Group, LLC  
P.O. Box 7536  
Chesterfield, MO 63006

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

51 railcars:

NRLX 34132  
NRLX 34134  
NRLX 34143  
NRLX 34145  
NRLX 34146  
NRLX 34209  
NRLX 34210  
NRLX 34211  
NRLX 34213

Section Chief  
September 30, 2016  
Page 2

NRLX 34215 – NRLX 34219, inc.  
NRLX 34221 – NRLX 34226, inc.  
NRLX 34230 – NRLX 34235, inc.  
TCMX 450878 – TCMX 450902, inc.  
TCMX 450914

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

Memorandum of Security Agreement – Chattel Mortgage.

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

**MEMORANDUM  
DATED AS OF SEPTEMBER 30, 2016  
OF  
SECURITY AGREEMENT – CHATTEL MORTGAGE  
DATED AS OF SEPTEMBER 30, 2016  
BETWEEN  
THE INSTAR GROUP, LLC  
AND  
CENTRAL BANK OF ST. LOUIS**

**WHEREAS**, THE INSTAR GROUP, LLC, a Delaware limited liability company (the “*Debtor*”), and CENTRAL BANK OF ST. LOUIS (together with its successors and assigns, the “*Secured Party*”) entered into that certain Term Loan Agreement, dated as of September 30, 2016 (the “*Loan Agreement*”), pursuant to which the Secured Party agreed to extend to the Debtor a term loan to be evidenced by a secured promissory note payable to Debtor to the order of the Secured Party;

**WHEREAS**, Debtor and the Secured Party entered into a certain Security Agreement – Chattel Mortgage, dated as of September 30, 2016 (the “*Security Agreement*”), pursuant to which the Debtor agreed to grant a security interest in favor of the Secured Party to secure the loan extended under the Loan Agreement (the “*Loan*”);

**WHEREAS**, it is a condition precedent to the obligation of the Secured Party to make and maintain the Loan that a memorandum of the Loan Agreement (the “*Memorandum*”) set forth herein is to be filed and recorded with the Surface Transportation Board.

1. **Definitions.** Except as otherwise defined in this Memorandum, terms defined in the Loan Agreement or by reference therein are used herein as defined therein.

2. **Security Interest.** Subject to the terms, conditions, covenants and agreements set forth in the Loan Agreement and the Security Agreement and pursuant thereto, the Debtor assigned, mortgaged, pledged, hypothecated, transferred and set over to the Secured Party and granted to the Secured Party a first priority lien on and security interest in all of the Debtor’s right, title and interest in and to the Equipment and Leases (but only to the extent relating to the Equipment) more fully described on Schedule A hereto and to the Security Agreement and agreed that such Equipment and Leases (but only to the extent relating to the Equipment) shall constitute Collateral subject to the grant of security by the Debtor set forth in Section 2 of the Security Agreement.

3. **Counterparts.** This Memorandum may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Memorandum by signing any such counterpart.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Debtor has executed and delivered this Memorandum as of the date first set forth above.

**DEBTOR:**

**The InStar Group, LLC,**  
a Delaware limited liability company

By: *Umesh Choksi*  
Name: Umesh Choksi  
Title: Chief Executive Officer and President

STATE OF MISSOURI        )  
  ) ss.:  
COUNTY OF ST. LOUIS    )

On this 28<sup>th</sup> day of September, 2016, before me, personally appeared Umesh Choksi to me personally known, who being by my duly sworn, says that he resides in Missouri, and is the Chief Executive Officer and President of The InStar Group, LLC, that said instrument was signed on the date hereof on behalf of said limited liability company by authority of its Board of Managers; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

*Nicole D. Berndt*  
Notary Public



IN WITNESS WHEREOF, the Secured Party has executed this Memorandum as of the day and year first above written.

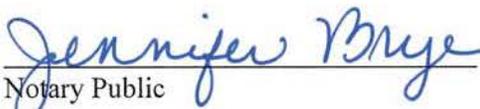
**SECURED PARTY:**

**Central Bank of St Louis**

By:   
Name: Jack A. Mannebach  
Title: Senior Vice President

STATE OF MISSOURI        )  
  ) ss.:  
COUNTY OF ST. LOUIS    )

On this 28 day of September, 2016, before me, personally appeared Jack A. Mannebach to me personally known, who being by my duly sworn, says that he resides in Missouri and is the Senior Vice President of Central Bank of St. Louis, that said instrument was signed on the date hereof of said bank; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

  
Notary Public



## SCHEDULE A

### Equipment

CONTRACT/ ASSIGNMENT ID	CAR INITIAL	CAR NUMBER
SOLM01007	TCMX	450893
SOLM01007	TCMX	450914
SOLM01007	TCMX	450879
SOLM01007	TCMX	450896
SOLM01007	TCMX	450891
SOLM01007	TCMX	450894
SOLM01007	TCMX	450883
SOLM01007	TCMX	450901
SOLM01007	TCMX	450889
SOLM01007	TCMX	450888
SOLM01007	TCMX	450885
SOLM01007	TCMX	450886
SOLM01007	TCMX	450884
SOLM01007	TCMX	450900
SOLM01007	TCMX	450895
SOLM01007	TCMX	450902
SOLM01007	TCMX	450887
SOLM01007	TCMX	450890
SOLM01007	TCMX	450899
SOLM01007	TCMX	450880
SOLM01007	TCMX	450882
SOLM01007	TCMX	450897
SOLM01007	TCMX	450892
SOLM01007	TCMX	450881
SOLM01007	TCMX	450878
SOLM01007	TCMX	450898
CMX04007	NRLX	34221
CMX04007	NRLX	34222
CMX04007	NRLX	34209
CMX04007	NRLX	34230
CMX04007	NRLX	34215
CMX04007	NRLX	34219
CMX04007	NRLX	34234
CMX04007	NRLX	34132
CMX04007	NRLX	34211
CMX04007	NRLX	34225
CMX04007	NRLX	34143
CMX04007	NRLX	34223
CMX04007	NRLX	34210
CMX04007	NRLX	34235
CMX04007	NRLX	34232
CMX04007	NRLX	34217
CMX04007	NRLX	34216
CMX04007	NRLX	34213
CMX04007	NRLX	34134
CMX04007	NRLX	34146
CMX04007	NRLX	34224
CMX04007	NRLX	34218
CMX04007	NRLX	34145
CMX04007	NRLX	34231
CMX04007	NRLX	34226

**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 30, 2016

*Edward M. Luria*

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