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ELIAS C. ALVORD (1942)
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December 27, 2013

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 Security Agreement Supplement, dated as of December 27, 2013, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Security Agreement previously filed with the Board under Recordation Number 30986.

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

Administrative
Agent:

DVB Bank SE, as Administrative Agent
Platz der Republik 6
60325 Frankfurt
Germany

Borrower:

Rio Grande Chemical Ltd.
901 Lindberg Avenue
McAllen, Texas 78501

Chief, Section of Administration
December 27, 2013
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A description of the railroad equipment covered by the enclosed document is:

50 railcars: RGCX 20231 – RGCX 20280.

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

Security Agreement Supplement.

Also enclosed is a check in the amount of \$44.00 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 cursive script that reads "Edward M. Luria".

Edward M. Luria

EML/bhs
Enclosures

SECURITY AGREEMENT SUPPLEMENT

THIS SECURITY AGREEMENT SUPPLEMENT ("Supplement") is made the 27 day of December, 2013, by and between:

(1) Rio Grande Chemical Ltd., a limited partnership organized under the laws of the State of Texas (the "Borrower" or the "Debtor"), and

(2) DVB Bank SE, as administrative agent (hereinafter, in such capacity, the "Administrative Agent") for itself and other Secured Parties under that certain Credit Agreement, dated as of November 26, 2013 (as amended, modified, supplemented or restated and in effect from time to time, the "Credit Agreement"), by and among Borrower, the Lenders (as defined therein), and the Administrative Agent;

and is supplemental to the Security Agreement made as of November 26, 2013 (hereinafter called the "Security Agreement"; capitalized terms used herein without definition having the meanings set forth in the Security Agreement) between the Borrower and the Administrative Agent.

WHEREAS:

(a) Under the Security Agreement, the Debtor has created certain security interests and charges in favor of the Secured Party to secure the Obligations; and

(b) In accordance with the provisions of the Credit Agreement and the Security Agreement, the Debtor may update the Security Agreement to permit additional reporting marks to be included on the Railcars.

NOW THESE PRESENTS WITNESS AND IT IS HEREBY DECLARED AND AGREED as follows:

1. Interpretation

(a) Definitions. For all purposes of this Supplement (except where such interpretations would be inconsistent with the context or the subject matter):

(i) the expressions "this Supplement" and "these presents" mean this Security Agreement Supplement as originally executed including the Annex hereto or, if varied or supplemented from time to time, as so varied or supplemented and in force for the time being; and

(ii) words importing the singular number only shall include the plural number and vice versa.

(b) Governing Law. This Supplement and the respective rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of New York.

2. Identification of Additional Railcar

(a) all of the railcars owned by the Debtor that are listed on Exhibit A hereto (the "Railcars"), and all additions, appliances, parts, instruments, accessories and appurtenances thereto, all furnishings and other equipment of any kind from time to time installed or attached to any of such Railcars, and all devices used in or on such Railcars;

3. Provisions of General Application

(a) Execution in Counterparts. This Supplement may be executed in any number of counterparts (including delivery by electronic or PDF file), each of which shall be an original and all of which shall together constitute but one and the same instrument. In making proof of this Supplement, it shall not be necessary to produce or account for more than one such counterpart.

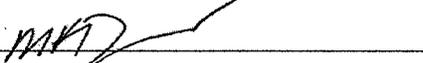
(b) Effect of Headings. The headings herein are inserted for convenience only and shall not be construed as part of this Supplement.

(c) Annex. The Annex which follows is part of this Supplement.

I certify that I hold the title set forth below, that this instrument was signed on behalf of RIO GRANDE CHEMICAL LTD. by authority of its Managers and that I acknowledge that the execution of the foregoing instrument was the free act and deed of RIO GRANDE CHEMICAL LTD. I further declare under penalty of perjury that the foregoing is true and correct.

RIO GRANDE CHEMICAL LTD.

BY: Rio Grande Transportation (GP), L.L.C.

By:  _____

Printed Name: Michael Dockman

Title: CEO

Exhibit A

LIST OF ADDITIONAL RAILCARS

	Initial	Number	Lessee	Car Count
1	RGCX	20231	Essroc R2b	50
2	RGCX	20232	Essroc R2b	
3	RGCX	20233	Essroc R2b	
4	RGCX	20234	Essroc R2b	
5	RGCX	20235	Essroc R2b	
6	RGCX	20236	Essroc R2b	
7	RGCX	20237	Essroc R2b	
8	RGCX	20238	Essroc R2b	
9	RGCX	20239	Essroc R2b	
10	RGCX	20240	Essroc R2b	
11	RGCX	20241	Essroc R2b	
12	RGCX	20242	Essroc R2b	
13	RGCX	20243	Essroc R2b	
14	RGCX	20244	Essroc R2b	
15	RGCX	20245	Essroc R2b	
16	RGCX	20246	Essroc R2b	
17	RGCX	20247	Essroc R2b	
18	RGCX	20248	Essroc R2b	
19	RGCX	20249	Essroc R2b	
20	RGCX	20250	Essroc R2b	
21	RGCX	20251	Essroc R2b	
22	RGCX	20252	Essroc R2b	
23	RGCX	20253	Essroc R2b	
24	RGCX	20254	Essroc R2b	
25	RGCX	20255	Essroc R2b	
26	RGCX	20256	Essroc R2b	
27	RGCX	20257	Essroc R2b	
28	RGCX	20258	Essroc R2b	
29	RGCX	20259	Essroc R2b	
30	RGCX	20260	Essroc R2b	
31	RGCX	20261	Essroc R2b	
32	RGCX	20262	Essroc R2b	
33	RGCX	20263	Essroc R2b	
34	RGCX	20264	Essroc R2b	
35	RGCX	20265	Essroc R2b	
36	RGCX	20266	Essroc R2b	
37	RGCX	20267	Essroc R2b	
38	RGCX	20268	Essroc R2b	

39	RGCX	20269	Essroc R2b	
40	RGCX	20270	Essroc R2b	
41	RGCX	20271	Essroc R2b	
42	RGCX	20272	Essroc R2b	
43	RGCX	20273	Essroc R2b	
44	RGCX	20274	Essroc R2b	
45	RGCX	20275	Essroc R2b	
46	RGCX	20276	Essroc R2b	
47	RGCX	20277	Essroc R2b	
48	RGCX	20278	Essroc R2b	
49	RGCX	20279	Essroc R2b	
50	RGCX	20280	Essroc R2b	

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: December 27, 2013

Edward M Luria

Edward M. Luria