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ELIAS C. ALVORD (1942)
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July 8, 2014

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 July 8, 2014, 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
Platz der Republik 6
60325 Frankfurt
Germany

Borrower:

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

Chief, Section of Administration
July 8, 2014
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A description of the railroad equipment covered by the enclosed document is:

110 railcars within the series GALX 91008 – GALX 91345 as more particularly set forth in the equipment schedule attached to the document.

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,



Edward M. Luria

EML/bhs
Enclosures

SECURITY AGREEMENT SUPPLEMENT

THIS SECURITY AGREEMENT SUPPLEMENT ("Supplement") is made the 8th day of July, 2014, 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 identify additional railcars that will be subject to the lien granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the terms of the Security Agreement.

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

The Debtor hereby expressly grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in and to lien on all of the Borrower's right, title and interest to (i) all of the railcars owned by the Debtor that are listed on Exhibit A hereto (the "Railcars"), (ii) 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, (iii) each lease to which such Railcar is subject from time to time, and (iv) all income and proceeds of the foregoing.

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.

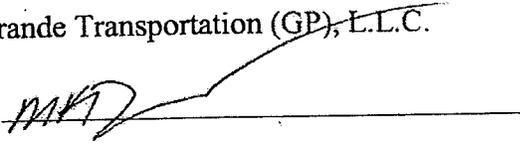
(c) Annex. The Annex which follows is part of this Supplement.

[Balance of page intentionally left blank.]

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

ANNEX TO SECURITY AGREEMENT SUPPLEMENT
LIST OF RAILCARS

All cars on lease to Orlando Utilities Commission lease dated June 18th, 2014, rider #1

	<u>Mark</u>	<u>Number</u>		<u>Mark</u>	<u>Number</u>		<u>Mark</u>	<u>Number</u>
1	GALX	91008	38	GALX	91244	75	GALX	91019
2	GALX	91013	39	GALX	91248	76	GALX	91027
3	GALX	91015	40	GALX	91251	77	GALX	91028
4	GALX	91017	41	GALX	91276	78	GALX	91070
5	GALX	91023	42	GALX	91278	79	GALX	91080
6	GALX	91031	43	GALX	91286	80	GALX	91093
7	GALX	91034	44	GALX	91296	81	GALX	91123
8	GALX	91035	45	GALX	91321	82	GALX	91125
9	GALX	91039	46	GALX	91323	83	GALX	91126
10	GALX	91053	47	GALX	91332	84	GALX	91137
11	GALX	91066	48	GALX	91335	85	GALX	91144
12	GALX	91067	49	GALX	91336	86	GALX	91145
13	GALX	91077	50	GALX	91337	87	GALX	91152
14	GALX	91078	51	GALX	91339	88	GALX	91162
15	GALX	91087	52	GALX	91344	89	GALX	91169
16	GALX	91092	53	GALX	91349	90	GALX	91174
17	GALX	91097	54	GALX	91353	91	GALX	91183
18	GALX	91104	55	GALX	91354	92	GALX	91190
19	GALX	91106	56	GALX	91030	93	GALX	91192
20	GALX	91110	57	GALX	91036	94	GALX	91193
21	GALX	91115	58	GALX	91040	95	GALX	91207
22	GALX	91124	59	GALX	91057	96	GALX	91208
23	GALX	91132	60	GALX	91062	97	GALX	91211
24	GALX	91138	61	GALX	91076	98	GALX	91225
25	GALX	91154	62	GALX	91098	99	GALX	91239
26	GALX	91160	63	GALX	91117	100	GALX	91257
27	GALX	91161	64	GALX	91142	101	GALX	91264
28	GALX	91175	65	GALX	91177	102	GALX	91271
29	GALX	91179	66	GALX	91228	103	GALX	91272
30	GALX	91181	67	GALX	91230	104	GALX	91275
31	GALX	91203	68	GALX	91281	105	GALX	91310
32	GALX	91210	69	GALX	91301	106	GALX	91312
33	GALX	91212	70	GALX	91315	107	GALX	91320
34	GALX	91218	71	GALX	91326	108	GALX	91329
35	GALX	91229	72	GALX	91327	109	GALX	91334
36	GALX	91234	73	GALX	91330	110	GALX	91345
37	GALX	91243	74	GALX	91340			

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: July 8, 2014

Edward M Luria

Edward M. Luria