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RECORDATION NO. 30986-G FILED
October 13, 2016 08:00 AM
SURFACE TRANSPORTATION BOARD

October 13, 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 Security Agreement Supplement, dated as of October 14, 2016, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Security Agreement and related documents 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: RGCX, Ltd.
(f/k/a Rio Grande Chemical, Ltd.)
907 Lindberg Avenue
McAllen, TX 78501

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

45 covered hopper railcars:

RGCX543000
RGCX543001

Section Chief
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RGCX543002
RGCX543004
RGCX543009
RGCX543010
RGCX543012 – RGCX 543022, inclusive
RGCX543024 – RGCX 543041, inclusive
RGCX543043 – RGCX 543049, inclusive
RGCX543051
RGCX543052
RGCX543053

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

Security Agreement Supplement.

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

SECURITY AGREEMENT SUPPLEMENT

THIS SECURITY AGREEMENT SUPPLEMENT ("Supplement") is made the 14th day of October, 2016, by and between:

(1) RGCX, 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 RGCX, LTD. by authority of its Managers and that I acknowledge that the execution of the foregoing instrument was the free act and deed of RGCX, LTD. I further declare under penalty of perjury that the foregoing is true and correct.

RGCX LTD.

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

By:  _____

Printed Name: Rick Brock

Title: CFO

ANNEX TO SECURITY AGREEMENT SUPPLEMENT
LIST OF RAILCARS

Description: 2016 built 5,431 C.F. 286 type covered hopper railcars

Car Marks and Number:

1	RGCX	543000
2	RGCX	543001
3	RGCX	543002
4	RGCX	543004
5	RGCX	543009
6	RGCX	543010
7	RGCX	543012
8	RGCX	543013
9	RGCX	543014
10	RGCX	543015
11	RGCX	543016
12	RGCX	543017
13	RGCX	543018
14	RGCX	543019
15	RGCX	543020
16	RGCX	543021
17	RGCX	543022
18	RGCX	543024
19	RGCX	543025
20	RGCX	543026
21	RGCX	543027
22	RGCX	543028
23	RGCX	543029
24	RGCX	543030
25	RGCX	543031
26	RGCX	543032
27	RGCX	543033
28	RGCX	543034
29	RGCX	543035
30	RGCX	543036
31	RGCX	543037
32	RGCX	543038
33	RGCX	543039
34	RGCX	543040

35	RGCX	543041
36	RGCX	543043
37	RGCX	543044
38	RGCX	543045
39	RGCX	543046
40	RGCX	543047
41	RGCX	543048
42	RGCX	543049
43	RGCX	543051
44	RGCX	543052
45	RGCX	543053

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: October 13, 2016

Edward M Luria

Edward M. Luria