RECORDATION NO 30652-D FILED
November 26, 2013 03:55 PM
SURFACE TRANSPORTATION BOARD

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

November 26, 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 Release of Collateral, dated as of November 26, 2013, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Security Agreement previously filed with the Board under Recordation Number 30652.

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

Secured Party: Vantage Bank Texas, formerly Vantage Bank Texas, National Association
45 N E Loop 410
San Antonio, TX 78216

Borrower: Rio Grande Chemical, Ltd.
901 Lindberg
McAllen, TX 78501

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

25 railcars RELEASED: RGCX 1700 - RGCX 1724, inclusive.

Release of Collateral.

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/sem
Enclosures

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RELEASE OF COLLATERAL

This Release of Collateral (the "Release") dated as of November 26, 2013, is entered into by and between **RIO GRANDE CHEMICAL, LTD.**, a limited partnership organized under the laws of the State of Texas (the "Borrower") and **Vantage Bank Texas,** a Texas State Bank, formerly Vantage Bank Texas, National Association as Secured Party, acting both on its own behalf as Agent and as the agent for and representative (within the meaning of Section 9-102(a)(72) of the Uniform Commercial Code) of the Lenders (the "Secured Party").

WHEREAS, the Borrower and the Secured Party entered into the Security Agreement dated as of January 30, 2013 (as amended and supplemented, the "Security Agreement") pursuant to which the Borrower assigned, mortgaged, pledged, hypothecated, transferred and set over to the Secured Party and granted the Secured Party a first priority lien on and security interest in all of the Borrower's right, title and interest in and to, among other things, certain railroad cars and related leases, to secure a certain loan made to the Borrower pursuant to that certain [Term Loan Agreement], dated as of January 30, 2013 and amended March 28, 2013 (as amended and supplemented, the "Loan Agreement"), among the Borrower and the Secured Party;

WHEREAS, a Memorandum of Security Agreement was recorded on February 27, 2013 with the Surface Transportation Board, Recordation No. 30652; and

WHEREAS, in connection with the full performance and satisfaction of the Borrower's Obligations (as defined in the Security Agreement) on the day hereof, the Borrower has requested that the Secured Party release its lien on and its security interest in all of the railcars and leases related thereto and all other property of the Borrower related thereto subject to the lien created by the Security Agreement and the Secured Party has agreed to such release.

NOW, THEREFORE, for good and valuable consideration the parties hereto hereby agree as follows:

1. Release of Security Interest. The Secured Party hereby releases, and terminates its security interest in, and all of its rights, title and interest in and to all of the Collateral, including, without limitation, the following Collateral described in paragraphs (a), (b) and (c) hereof:

(a) All of the railcars listed on Schedule X hereto together with all accessories, equipment, parts, additions, improvements, accessions, attachments, repairs and appurtenances appertaining or attached to such railcars, whether now owned or hereafter acquired by Borrower, and all substitutions, replacements, accumulations or proceeds of any and all of said railcars, together with all the records, rents, mileage credits earned, issues, income, profits, avails and other proceeds (including insurance proceeds) therefrom (the "Equipment").

(b) All right, title, interest, claims and demands of the Borrower in, to and under each and every lease, including without limitation the leases listed on Schedule X hereto (whether or not such lease is in writing or is for a term certain, including, without limitation, per diem leases) now or hereafter entered into relating to the Equipment but to

and only to the extent relating to the Equipment including any extensions of the term of every such lease, all of Borrower's rights under any such lease to make determinations, to exercise any election (including, but not limited to, election of remedies) or option or to give or receive any notice, consent, waiver or approval (each such portion of any lease relating to the Equipment being an "Equipment Lease"), together with full power and authority with respect to any such lease to demand, receive, enforce, collect or give receipt for any of the foregoing rights or any property which is the subject of any of such leases, to enforce or execute any checks, or other instruments or orders, to file any claims and to take any action which (in the opinion of the Secured Party) may be necessary or advisable in connection with any of the foregoing insofar, but only insofar, as such rights relate to the Equipment which is subject to such leases, all records related to such leases and all payments due and to become due under any such lease, whether as contractual obligations, damages, casualty payments, insurance proceeds or otherwise to the extent such payments are derived from the Equipment, together with all proceeds thereof (the "Equipment Lease Proceeds").

(c) All products and proceeds of any of the foregoing in whatever form, including (without limitation) insurance proceeds and any claims against third parties for loss or damage to or destruction of any or all of the foregoing, and cash, negotiable instruments and other instruments for the payment of money, chattel paper, security agreements or other documents.

(d) All rights and interest of the Borrower in the Collateral Account, including all amounts from time to time on deposit therein and all investments made with the proceeds thereof and all interest earned thereon.

2. Interpretation. Except as otherwise defined in this Release, terms defined in the Security Agreement or by reference therein or in the Loan Agreement or by reference therein are used herein as defined therein.

3. Governing Law; Binding Effect. IN ACCORDANCE WITH SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW, THIS RELEASE, INCLUDING THE VALIDITY THEREOF, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS OTHER CONFLICT OF LAWS PRINCIPLES. This Release shall be binding on the undersigned and its successors and permitted assigns and shall inure to the benefit of each of the Secured Party and the Borrower and its affiliates and their respective successors and assigns.

4. Counterparts. This Release 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 Release by signing any such counterpart.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Release in one or more counterparts as of the date first set forth above.

RIO GRANDE CHEMICAL, LTD.
By Rio Grande Chemical (GP), L.L.C., Gen.
Partner

By:_____
Name: Paul G. Veale, Jr.
Title: Manager

Vantage Bank Texas, a Texas State Bank
formerly Vantage Bank Texas, National Association
formerly San Antonio National Bank

By:_____
Name: Doug Bready
Title: Regional President

[Signature Page to Release]

STATE OF TEXAS)
) ss.:
COUNTY OF Hidalgo)

On this 20th day of November, 2013, before me, personally appeared Paul G. Veale, Jr., to me known, who being by me duly sworn, says that he resides in Hidalgo County, Texas and is the Manager of Rio Grande Chemical, (GP), LLC, the General Partner of Rio Grande Chemical, Ltd.; that said instrument was signed on behalf of said company on the date hereof by authority of its governing body; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.

DOROTHY THOMAS
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
10-15-2016

Dorothy Thomas
Notary Public

DOROTHY THOMAS
MY COMMISSION EXPIRES
October 15, 2016

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Release in one or more counterparts as of the date first set forth above.

RIO GRANDE CHEMICAL, LTD.
By Rio Grande Chemical (GP), LLC, Gen. Partner

By:_____
Name: Paul G. Veale, Jr.
Title: Manager

Vantage Bank Texas, a Texas State Bank
formerly Vantage Bank Texas, National Association
formerly San Antonio National Bank

By:_____
Name: Doug Bready
Title: Regional President

[Signature Page to Release]

STATE OF TEXAS)
) ss.:
COUNTY OF HIDALGO)

On this 20 day of November, 2013, before me, personally appeared Doug Bready, to me known, who being by me duly sworn, says that he resides in Hidalgo County, the State of Texas and is the Regional President of Vantage Bank Texas, a Texas State Bank, formerly Vantage Bank Texas, National Association, formerly San Antonio National Bank, that said instrument was signed on behalf of said banking association on the date hereof by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said banking association.

Notary Public

DANIELA AGUILAR
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-17-2015

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SCHEDULE X

Railcars RGCX 1700 – 1724

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: 11/26/13

Edward M Luria

Edward M. Luria