

RECORDATION NO. 30602-B FILED

ATTORNEYS

October 10, 2013

OCT 22 '13 -3 35 PM

Caroleene Hardee

Via Federal Express Overnight

SURFACE TRANSPORTATION BOARD

chardee@coxsmith.com

Chief, Section of Administration
 Surface Transportation Board
 395 E Street, SW
 Washington, DC 20423-0001

210.554.5294

Re: Recordation of Amendment to Security Agreement

Dear Chief:

I have enclosed an original and one copy/counterpart of the document described below, to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code.

This document is an amendment to security agreement, a primary document, dated effective September 18, 2013.

The names and addresses of the parties to the documents are as follows:

Borrower:

Rio Grande Chemical, Ltd., a Texas limited partnership
 901 Lindberg
 McAllen, Texas 78502

Lender:

Compass Bank, an Alabama state banking corporation
 3900 N. 10th Street
 McAllen, Texas 78501

A description of the equipment covered by the document follows:

- Forty Nine (49) Covered Hopper Railcars, car mark and numbers marked RGCX 984, RGCX 991, RGCX 992, RGCX 996, RGCX 997, RGCX 998, RGCX 999, RGCX 1000, RGCX 1003, RGCX 1009, RGCX 1010, RGCX 1011, RGCX 1013, RGCX 1015, RGCX 1016, RGCX 1017, RGCX 1018, RGCX 1025, RGCX 1027, RGCX 1031, RGCX 1033, RGCX 1034, RGCX 1035, RGCX 1036, RGCX 1037, RGCX 1039, RGCX 1040, RGCX 1041, RGCX 1044, RGCX 1047, RGCX 1048, RGCX 1049, RGCX 1050, RGCX 1052, RGCX 1053, RGCX 1054, RGCX 1055, RGCX 1056, RGCX 1057, RGCX 1059, RGCX 1062, RGCX 1063, RGCX 1065, RGCX 1067, RGCX 1071, RGCX 1075, RGCX 1078, RGCX 1079, and RGCX 1081, as more particularly described in Railcar Net Leasing Agreement, dated April 1, 2004 with Exhibit E of Rider No. 14 dated July 8, 2013, by and between Rio Grande Chemical, Ltd., a Texas limited partnership (formerly known as Rio Grande Chemical Sales Company) (Lessor) and Halliburton Energy Services, Inc., a Delaware corporation (Lessee).

COX SMITH MATTHEWS INCORPORATED
 112 East Pecan Street | Suite 1800
 San Antonio, TX 78205
 210 554 5500 tel | 210 226 8395 fax
 COXSMITH.COM

2. Fifty (50) Covered Hopper Railcars, car mark and numbers marked 50 railcars marked RGCX 982, RGCX 983, RGCX 985, RGCX 987, RGCX 988, RGCX 989, RGCX 990, RGCX 993, RGCX 994, RGCX 995, RGCX 1001, RGCX 1002, RGCX 1004, RGCX 1005, RGCX 1006, RGCX 1007, RGCX 1008, RGCX 1012, RGCX 1014, RGCX 1019, RGCX 1020, RGCX 1021, RGCX 1022, RGCX 1023, RGCX 1024, RGCX 1026, RGCX 1028, RGCX 1029, RGCX 1030, RGCX 1032, RGCX 1038, RGCX 1042, RGCX 1043, RGCX 1045, RGCX 1046, RGCX 1051, RGCX 1058, RGCX 1060, RGCX 1061, RGCX 1064, RGCX 1066, RGCX 1069, RGCX 1070, RGCX 1072, RGCX 1073, RGCX 1074, RGCX 1076, RGCX 1077, RGCX 1080, and RGCX 1082, as more particularly described in Railcar Net Leasing Agreement, dated May 28, 2013 with Exhibit E of Rider No. 1 dated May 28, 2013, by and between Rio Grande Chemical, Ltd., a Texas limited partnership (formerly known as Rio Grande Chemical Sales Company) (Lessor) and Sintex Minerals & Services, Inc., a Texas corporation (Lessee)

A fee of Forty Four and No/100 Dollars (\$44.00) is enclosed. Please return the original and any extra, file-stamped copies not needed by the Commission for recordation to Caroleene Hardee at 112 East Pecan Street, Suite 1800, San Antonio, Texas 78205-1521.

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

“Amendment, dated effective September 18, 2013, to that certain Security Agreement dated December 13, 2012 between Rio Grande Chemical, Ltd., a Texas limited partnership, and Compass Bank, an Alabama banking corporation, organized and existing under the laws of the State of Alabama and covering (i) Forty Nine (49) Covered Hopper Railcars, car mark and numbers marked RGCX 984, RGCX 991, RGCX 992, RGCX 996, RGCX 997, RGCX 998, RGCX 999, RGCX 1000, RGCX 1003, RGCX 1009, RGCX 1010, RGCX 1011, RGCX 1013, RGCX 1015, RGCX 1016, RGCX 1017, RGCX 1018, RGCX 1025, RGCX 1027, RGCX 1031, RGCX 1033, RGCX 1034, RGCX 1035, RGCX 1036, RGCX 1037, RGCX 1039, RGCX 1040, RGCX 1041, RGCX 1044, RGCX 1047, RGCX 1048, RGCX 1049, RGCX 1050, RGCX 1052, RGCX 1053, RGCX 1054, RGCX 1055, RGCX 1056, RGCX 1057, RGCX 1059, RGCX 1062, RGCX 1063, RGCX 1065, RGCX 1067, RGCX 1071, RGCX 1075,

RGCX 1078, RGCX 1079, and RGCX 1081 and (ii) Fifty (50) Covered Hopper Railcars, car mark and numbers marked 50 railcars marked RGCX 982, RGCX 983, RGCX 985, RGCX 987, RGCX 988, RGCX 989, RGCX 990, RGCX 993, RGCX 994, RGCX 995, RGCX 1001, RGCX 1002, RGCX 1004, RGCX 1005, RGCX 1006, RGCX 1007, RGCX 1008, RGCX 1012, RGCX 1014, RGCX 1019, RGCX 1020, RGCX 1021, RGCX 1022, RGCX 1023, RGCX 1024, RGCX 1026, RGCX 1028, RGCX 1029, RGCX 1030, RGCX 1032, RGCX 1038, RGCX 1042, RGCX 1043, RGCX 1045, RGCX 1046, RGCX 1051, RGCX 1058, RGCX 1060, RGCX 1061, RGCX 1064, RGCX 1066, RGCX 1069, RGCX 1070, RGCX 1072, RGCX 1073, RGCX 1074, RGCX 1076, RGCX 1077, RGCX 1080, and RGCX 1082”

Yours truly,



Caroleene Hardee

Encls.

AFFIDAVIT OF TRUE AND CORRECT COPY

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared CAROLEENE HARDEE, known to me to be a credible person, who, being by me first duly sworn, upon her oath stated as follows:

“My name is Caroleene Hardee. I am over twenty-one (21) years of age, of sound mind and fully competent to execute this Affidavit.

On October 11, 2013, I personally compared the copy of the Amendment to Security Agreement dated effective September 18, 2013 between Compass Bank, an Alabama banking corporation, as Secured Party, and Rio Grande Chemical, Ltd., a Texas limited partnership, as Debtor, attached hereto and incorporated herein as Exhibit A, to the original and found the copy to be complete and identical in all respects to the original document.”

I do hereby certify that the copy of Exhibit A attached hereto is the copy referred to in the foregoing affidavit.

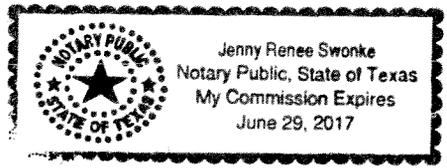
I do hereby certify under penalty of perjury that the foregoing is true and correct.

Caroleene Hardee
Signature of Affiant

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

SWORN TO, SUBSCRIBED AND ACKNOWLEDGED to before me, on this 11th day of October, 2013, to certify which witness my hand and seal of office.

(SEAL)



Jenny Renee Swonke
Notary Public in and for the State of Texas
Printed Name: Jenny Renee Swonke
My Commission Expires: June 29, 2017

Exhibit A – Amendment to Security Agreement dated effective September 18, 2013

OCT 22 '13 -3 35 PM

AMENDMENT TO SECURITY AGREEMENT
(\$2,845,260.00 loan dated effective December 13, 2012)

SURFACE TRANSPORTATION BOARD

The parties to this AMENDMENT TO SECURITY AGREEMENT ("Amendment"), made effective as of September 18, 2013, are **RIO GRANDE CHEMICAL, LTD.**, a Texas limited partnership ("Debtor"), whose organizational number with the State of Texas is 0800129766 and whose principal place of business is 901 Lindberg, McAllen, Texas 78502, and **COMPASS BANK**, an Alabama corporation ("Secured Party"), whose address is 3900 N. 10th Street, 2nd Floor, McAllen, Texas 78501. For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Debtor hereby agrees with Secured Party as follows:

1. Background. Debtor executed that certain Security Agreement dated effective December 13, 2012 ("Security Agreement") in favor of Secured Party, by which the Debtor pledged and granted to Secured Party a continuing security interest in the Collateral, as defined in the Security Agreement, in connection with the execution of a promissory note of even date therewith, made by Debtor payable to the order of Secured Party in the principal face amount of **Two Million Eight Hundred Forty Five Thousand Two Hundred Sixty and No/100 Dollars (\$2,845,260.00)**, which promissory note evidences a loan ("Loan") made to Debtor and memorialized in the loan agreement of even date therewith between Debtor and Secured Party (as they may have been renewed, extended, amended, or supplemented by one or more documents, if any, herein called the "Note" and the "Loan Agreement," with the Note being confirmed by the undersigned as the only Note applicable to the Loan).

2. Railcar Net Leasing Agreements. The Collateral pledged and granted to the Secured Party by means of the Security Agreement included certain Railcar Net Leasing Agreements described on **Schedule 2** attached thereto. The existing Railcar Net Leasing Agreements have expired and the Debtor has entered into new Railcar Net Leasing Agreements affecting the Collateral, which leases are being assigned to the Secured Party by that certain Assignment of Leases and Rents and Other Income of even date herewith. As such, the Debtor and the Secured Party agree to make certain changes to the Security Agreement, as specified below.

3. Amendment. The Security Agreement shall be modified as follows:

The current **Schedule 2** of the Security Agreement shall be replaced in its entirety with the **Schedule 2** attached hereto as Exhibit "A" and incorporated herein for all purposes.

All other terms of the Security Agreement remain unchanged.

4. Ratification; Controlling Agreement; Applicable Law. The Security Agreement, Note, Loan Agreement, and all other documents, assignments, transfers, liens and security rights pertaining to it are hereby ratified and confirmed as valid, subsisting and continuing in full force and effect as modified hereby. Debtor promises to pay the Note to the order of Secured Party in accordance with its terms. This Amendment does not waive any default or any right of Secured Party including but not limited to any rights Secured Party may have against any person not a party hereto.

5. Consent of Guarantor(s)/Grantor(s). Each party who is a guarantor, or a grantor of collateral, with respect to the Loan hereby agrees that such party's guaranty and/or collateral agreement(s) is/are and shall continue in full force and effect for the benefit of Secured Party undiminished and unimpaired in any way by this Amendment.

6. Notice of Final Agreement. This Amendment is the entire agreement between the parties with respect to modifications of the Security Agreement provided for herein and supersedes all prior conflicting or inconsistent agreements, consents and understandings relating to such subject matter. The following notice is applicable only if the original amount of the Note was in excess of \$50,000.00 and the Note was originally executed on or after September 1, 1989:

"THE WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN PARTIES."

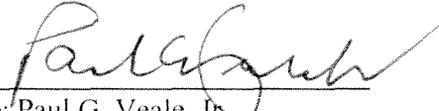
[Signatures appear on following page]

Signature Page – Amendment to Security Agreement

DEBTOR:

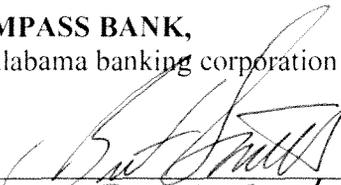
RIO GRANDE CHEMICAL, LTD.,
a Texas limited partnership

By: Rio Grande Chemical (GP), L.L.C.,
a Texas limited liability company, its general partner

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

SECURED PARTY:

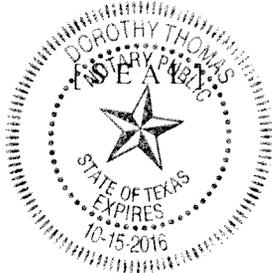
COMPASS BANK,
an Alabama banking corporation

By: 
Name: Brent Smith
Title: VP

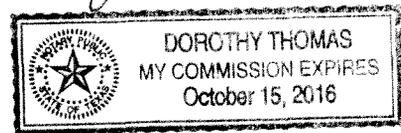
(Acknowledgements Appear on Following Page)

THE STATE OF TEXAS §
 §
COUNTY OF Hidalgo §

This instrument was acknowledged before me this 18th day of September, 2013, by Paul G. Veale, Jr., Manager of Rio Grande Chemical (GP), L.L.C., as the general partner of Rio Grande Chemical, Ltd., a Texas limited partnership, on behalf of said limited partnership.

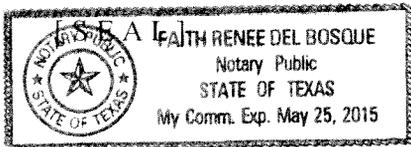


Dorothy Thomas
Notary Public, State of Texas



THE STATE OF TEXAS §
 §
COUNTY OF Hidalgo §

This instrument was acknowledged before me this 19th day of September, 2013, by Brent Smith, Vice President of Compass Bank, an Alabama banking corporation, on behalf of said corporation.



Faith Renee Del Bosque
Notary Public, State of Texas

EXHIBIT "A"

**SCHEDULE 2
TO
SECURITY AGREEMENT
DATED DECEMBER 13, 2012
BY AND BETWEEN**

**Rio Grande Chemical, Ltd.,
a Texas limited partnership**

and

COMPASS BANK

Lease 1: Railcar Net Leasing Agreement dated April 1, 2004 with Exhibit E-Rider No. 14 dated July 8, 2013 (attached hereto as Schedule B-1) (but only as it applies to the 49 railcars marked RGCX 984, RGCX 991, RGCX 992, RGCX 996, RGCX 997, RGCX 998, RGCX 999, RGCX 1000, RGCX 1003, RGCX 1009, RGCX 1010, RGCX 1011, RGCX 1013, RGCX 1015, RGCX 1016, RGCX 1017, RGCX 1018, RGCX 1025, RGCX 1027, RGCX 1031, RGCX 1033, RGCX 1034, RGCX 1035, RGCX 1036, RGCX 1037, RGCX 1039, RGCX 1040, RGCX 1041, RGCX 1044, RGCX 1047, RGCX 1048, RGCX 1049, RGCX 1050, RGCX 1052, RGCX 1053, RGCX 1054, RGCX 1055, RGCX 1056, RGCX 1057, RGCX 1059, RGCX 1062, RGCX 1063, RGCX 1065, RGCX 1067, RGCX 1071, RGCX 1075, RGCX 1078, RGCX 1079, and RGCX 1081), by and between Rio Grande Chemical, Ltd., a Texas limited partnership (formerly known as Rio Grande Chemical Sales Company) (Lessor) and Halliburton Energy Services, Inc., a Delaware corporation (Lessee), and proceeds thereof (including, but not limited to, any renewals, extensions and modifications of the foregoing described Railcar Net Leasing Agreement, and any new lease agreements executed by Debtor and applicable to the foregoing described railcars).

Lease 2: Railcar Net Leasing Agreement dated May 28, 2013 with Exhibit E-Rider No. 1 dated May 28, 2013 (attached hereto as Schedule B-2) (but only as it applies to the 50 railcars marked RGCX 982, RGCX 983, RGCX 985, RGCX 987, RGCX 988, RGCX 989, RGCX 990, RGCX 993, RGCX 994, RGCX 995, RGCX 1001, RGCX 1002, RGCX 1004, RGCX 1005, RGCX 1006, RGCX 1007, RGCX 1008, RGCX 1012, RGCX 1014, RGCX 1019, RGCX 1020, RGCX 1021, RGCX 1022, RGCX 1023, RGCX 1024, RGCX 1026, RGCX 1028, RGCX 1029, RGCX 1030, RGCX 1032, RGCX 1038, RGCX 1042, RGCX 1043, RGCX 1045, RGCX 1046, RGCX 1051, RGCX 1058, RGCX 1060, RGCX 1061, RGCX 1064, RGCX 1066, RGCX 1069, RGCX 1070, RGCX 1072, RGCX 1073, RGCX 1074, RGCX 1076, RGCX 1077, RGCX 1080, and RGCX 1082), by and between Rio Grande Chemical, Ltd., a Texas limited partnership (formerly known as Rio Grande Chemical Sales Company) (Lessor) and Sintex Minerals & Services, Inc., a Texas corporation (Lessee), and proceeds thereof (including, but not limited to, any renewals, extensions and modifications of the foregoing described Railcar Net Leasing Agreement, and any new lease agreements executed by Debtor and applicable to the foregoing described railcars).