



COMBINATION MULTIPLE OR SINGLE PAY/FIXED OR VARIABLE RATE

\$ 1,100,000.00 MCALLEN Texas MARCH 28 19 85

For value received, RIO GRANDE CHEMICAL SALES COMPANY (hereinafter called "Maker", whether one or more, and jointly and severally, if more than one) promise(s) to pay to the order of

MCALLEN STATE BANK

14619

(herein called "Bank") at its offices at 200 SOUTH 10TH, MCALLEN HIDALGO County, Texas 78501

in lawful money of the United States of America the sum of ONE MILLION ONE HUNDRED THOUSAND AND NO/100----- DOLLARS (\$1,100,000.00) together with interest thereon from MARCH 28, 1985

a varying rate per annum which is ONE percent ( 1 %) per annum above the rate established by MCALLEN STATE BANK

from time to time as its "Prime Rate" as hereinafter defined (but in no event to exceed the maximum rate of nonusurious interest allowed from time to time by law, hereinafter called the "Highest Lawful Rate"), with adjustments in such varying rate to be made on the same date as any change in such Prime Rate and adjustments due to changes in the Highest Lawful Rate to be made on the effective date of any change in the Highest Lawful Rate, or

N/A percent ( N/A %) per annum.

All past due principal and interest shall bear interest at a rate per annum which is one percent (1%) per annum above the prematurity rate, varying or fixed, as the case may be, specified in the immediately preceding sentence (but in no event to exceed the Highest Lawful Rate) from maturity until paid. Unless otherwise specified below, interest shall be computed on a per annum basis of a year of 360 days and for the actual number of days (including the first but excluding the last day) elapsed unless such calculation would result in a usurious rate, in which case interest shall be calculated on a per annum basis of a year of 365 or 366 days, as the case may be.

This note is due and payable:

ONE HUNDRED EIGHTY SIX (186) DAYS - SEPTEMBER 30, 1985 after date with accrued interest being due and payable either (a) MONTHLY commencing APRIL 30, 1985 and on the same day of each and every succeeding MONTH thereafter during the term hereof and at maturity, or (b) if the immediately preceding blank spaces are not completed, at maturity, or

in N/A installments, the first N/A ( N/A ) of which being in the amount of N/A DOLLARS (\$ N/A ) each, N/A accrued interest each, and the N/A ( N/A ) and final installment being in the amount of the balance of principal plus accrued interest then due hereon. The first such installment is due and payable N/A and the remaining installments are due and payable in consecutive order on the same day of each and every succeeding N/A thereafter until all sums called for hereunder have been paid in full.

This note is secured by the security described below, if a description is inserted, but a failure to describe all or part of the security shall not be considered as a waiver of such security.

S/A One Hundred Sixty (160) Open Top Hopper Cars - see Exhibit "A".

**NOTICE TO CONSUMER: IF THIS INSTRUMENT PROVIDES FOR A VARIABLE RATE OF INTEREST AND IF THE CREDIT EXTENDED HEREUNDER IS PRIMARILY FOR PERSONAL, FAMILY, OR HOUSEHOLD USE, THEN, UNDER TEXAS LAW, IF YOU CONSENT TO THIS AGREEMENT, YOU MAY BE SUBJECT TO A FUTURE RATE AS HIGH AS 24% PER YEAR.**

THE PROVISIONS ON THE REVERSE SIDE ARE A PART OF THIS INSTRUMENT. THOSE PROVISIONS MUST BE READ BEFORE SIGNING THIS INSTRUMENT. RIO GRANDE CHEMICAL SALES COMPANY

Address

1015 WALNUT

MCALLEN, TX 78501

686-2431

Address

BY: Paul G. Veale  
Signature PAUL G. VEALE, PRESIDENT

Paul G. Veale  
Signature PAUL G. VEALE, INDIVIDUALLY

COMBINATION MULTIPLE OR SINGLE PAY/FIXED OR VARIABLE RATE

If any installment or payment of principal or interest of this note is not paid when due; or if Maker or any drawer, acceptor, endorser, guarantor, surety, accommodation party or other person now or hereafter primarily or secondarily liable upon or for payment of all or any part of this note (each hereinafter called an "other liable party") shall die, or become insolvent (however such insolvency may be evidenced); or if any proceeding, procedure or remedy supplementary to or in enforcement of judgment shall be resorted to or commenced against Maker or any other liable party, or with respect to any property of any of them, or if any governmental authority or any court at the instance thereof shall take possession of any substantial part of the property of or assume control over the affairs or operations of, or a receiver shall be appointed for or take possession of the property of, or a writ or order of attachment or garnishment shall be issued or made against any of the property of Maker or any other liable party, or if any indebtedness for which Maker or any other liable party is primarily or secondarily liable shall not be paid when due or shall become due and payable by acceleration of maturity thereof, or if any event or condition shall occur which shall permit the holder of any such indebtedness to declare it due and payable upon the lapse of time, giving of notice or otherwise; or if Maker or any other liable party (if other than a natural person) shall be dissolved, wound up, liquidated or otherwise terminated, or a party to any merger or consolidation without the written consent of Bank; or if Maker or any other liable party shall sell substantially all or an integral portion of its assets without the written consent of Bank; or if Maker or any other liable party fails to furnish financial information requested by Bank; or if Maker or any other liable party furnishes or has furnished any financial or other information or statements which are misleading in any respect; or if a default occurs under any instrument now or hereafter executed in connection with or as security for this note; or any event occurs or condition exists which causes Bank to in good faith deem itself insecure or to in good faith believe the prospect of payment or performance by Maker or any other liable party under this note, under any instrument or agreement executed in connection with or as security for this note, or under any other indebtedness of Maker or any other liable party to Bank is impaired; thereupon, at the option of Bank, the principal balance and accrued interest of this note and any and all other indebtedness of Maker to Bank shall become and be due and payable forthwith without demand, notice of default, notice of acceleration, notice of intent to accelerate the maturity hereof, notice of nonpayment, presentment, protest or notice of dishonor, all of which are hereby expressly waived by Maker and each other liable party. Bank may waive any default without waiving any prior or subsequent default.

If this note is not paid at maturity whether by acceleration or otherwise and is placed in the hands of an attorney for collection, or suit is filed hereon, or proceedings are had in probate, bankruptcy, receivership, reorganization, arrangement or other legal proceedings for collection hereof, Maker and each other liable party agree to pay Bank its collection costs, including court costs and a reasonable amount (which is agreed to be an additional amount equal to fifteen per cent of the unpaid principal and interest hereof) for attorney's fees, but in no event to exceed the attorney's fees assessed by a court. Maker and each other liable party are and shall be directly and primarily, jointly and severally, liable for the payment of all sums called for hereunder, and Maker and each other liable party hereby expressly waive bringing of suit and diligence in taking any action to collect any sums owing hereon and in the handling of any security, and Maker and each other liable party hereby consent to and agree to remain liable hereon regardless of any renewals, extensions for any period or rearrangements hereof, or partial prepayments hereon, or any release or substitution of security herefor, in whole or in part, with or without notice, from time to time, before or after maturity.

It is the intention of Maker and Bank to conform strictly to applicable usury laws. Accordingly, if the transactions contemplated hereby would be usurious under applicable law, then, in that event, notwithstanding anything to the contrary herein or in any agreement entered into in connection with or as security for this note, it is agreed as follows: (i) the aggregate of all consideration which constitutes interest under applicable law that is taken, reserved, contracted for, charged or received under this note or under any of the other aforesaid agreements or otherwise in connection with this note shall under no circumstances exceed the maximum amount of nonusurious interest allowed by applicable law, and any excess shall be credited on this note by the holder hereof (or, to the extent that this note shall have been or would thereby be paid in full, refunded to Maker); and (ii) in the event that maturity of this note is accelerated by reason of an election by the holder hereof resulting from any default hereunder or otherwise, or in the event of any required or permitted prepayment, then such consideration that constitutes interest may never include more than the maximum amount of nonusurious interest allowed by applicable law, and excess interest, if any, provided for in this note or otherwise shall be cancelled automatically as of the date of such acceleration or prepayment and, if theretofore paid, shall be credited on this note (or, to the extent that this note shall have been or would thereby be paid in full, refunded to Maker).

Maker reserves the option of prepaying the principal of this note, in whole or in part, at any time after the date hereof without penalty. At the option of Bank, it may demand (at any time at or after prepayment) all accrued and unpaid interest with respect to the principal amount prepaid through the date of prepayment. All amounts of principal so prepaid and received by the owner and holder of this note shall be applied to the last maturing installments of this note in their inverse order of maturity.

Unless otherwise specified below, this note shall be construed under and governed by the laws of the State of Texas (including applicable federal law), but in any event Tex. Rev. Civ. Stat. Ann. art. 5069 ch. 15 (which regulates certain revolving loan accounts and revolving triparty accounts) shall not apply to the loan evidenced by this note.

If this note provides for interest at a varying rate, unless changed in accordance with law, the applicable rate ceiling under Texas law shall be the indicated (weekly) rate ceiling from time to time in effect, as provided in Tex. Rev. Civ. Stat. Ann. art. 5069-1.04, as amended.

"Prime Rate" shall mean that variable rate of interest per annum established by "Reference Bank" (as hereinafter defined) from time to time as its "prime rate." Such rate is set by Reference Bank as a general reference rate of interest, taking into account such factors as Reference Bank may deem appropriate, it being understood that many of Reference Bank's commercial or other loans are priced in relation to such rate, that it is not necessarily the lowest or best rate actually charged to any customer and that Reference Bank may make various commercial or other loans at rates of interest having no relationship to such rate. "Reference Bank" shall mean Bank unless a different bank is named herein as establishing the Prime Rate, in which case "Reference Bank" shall mean such other bank.

In the event that Reference Bank does not have a rate designated by it as its "prime rate," then the "Prime Rate" under this note shall be deemed to be the variable rate of interest per annum which is the general reference rate designated by Reference Bank as its "reference rate," "base rate" or other similar rate and which is comparable to the "Prime Rate" as described above.

The State of Texas  
County of Hidalgo

Before me, a Notary Public, on this day personally appeared PAUL G. VEALE, know to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 1st day of April, 1985.

Cynthia A. Morton  
Cynthia A. Morton  
Notary Public, State of Texas  
CYNTHIA A. MORTON  
Notary Public  
State of Texas

My Commission Expires 2/1/89

EXHIBIT "A"

NAME OF COMPANY: EVANS TRANSPORTATION CO.  
NAME OF BANK: CONTINENTAL ILLINOIS NATIONAL BANK - ROLLING MEADOWS, IL.  
THEIR ACCOUNT NUM. 72-71050  
CARS: OPEN TOP HOPPER RAIL CARS.  
NUM. OF CARS:  
(160 TOTAL) USLX 45000 - 45001 - 45004 - 45005 - 45006 -45007 -45008  
45011 - 45012 - 45013 - 45015 - 45016 -45018 -45019  
45020 - 45021 - 45025 - 45027 - 45029 -45030 -45031  
45032 - 45033 - 45035 - 45037 - 45038 -45039 -45040  
45042 - 45044 - 45045 - 45046 - 45048 -45049 -45050  
45051 - 45053 - 45054 - 45055 - 45056 -45057 -45059  
45060 - 45061 - 45063 - 45064 - 45065 -45068 -45070  
45072 - 45073 - 45075 - 45076 - 45077 -45078 -45080  
45081 - 45082 - 45083 - 45085 - 45086 -45087 -45089  
45091 - 45092 - 45093 - 45095 - 45096 -45097 -45098  
(SUBTOTAL 71) 45099

PRICE PER CAR: \$5,300.00 DOLLARS

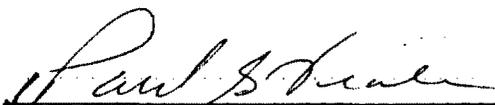
F.O.T.: WASHINGTON, IND. ON THE B & O LINES

HELD ON DEPOSIT: \$25,000.00 DOLLARS

BALANCE DUE ON LETTER OF CREDIT: \$351,300.00 DOLLARS

DRAW PAYMENTS ONLY UNDER THE FOLLOWING CONDITIONS:

- 1.- BILL OF SALE.
- 2.- ORIGINAL INVOICE & 3 COPIES.
- 3.- FORM 88-A-4-1 OF THE A.A.R. PROPERLY EXECUTED FOR EACH CAR.
- 4.- COMPLETED UMLER DATA FORM FOR EACH CAR FOR THE INTERCHANGE SERVICE (A.A.R.).
- 5.- ORIGINAL OF OUR TELEX ORDERING EACH CONSIGNMENT OF RIO GRANDE CHEMICAL SALES COMPANY 10 CARS.

  
Paul G. Veale, President

State of Texas  
County of Hidalgo

Before me, a Notary Public, on this day personally appeared PAUL G. VEALE, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 1st day of April, 1985.



*Cynthia A. Morton*  
Cynthia A. Morton  
Notary Public, State of Texas  
**CYNTHIA A. MORTON**  
Notary Public  
State of Texas  
My Commission Expires 2/1/89