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A PROFESSIONAL CORPORATION

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JOHN A. STALFORT
410-385-3424

May 12, 1997

via FEDERAL EXPRESS

Surface Transportation Board
1925 K Street, N.W.
Washington, D.C. 20423-0001
Attention: Recordation

RECORDATION NO. 20683 FILED

MAY 14 '97

RECORDATION NO. 20683-A FILED

MAY 14 '97

1-00PM

MAY 14

1:00 PM '97

RECEIVED
SURFACE TRANSPORTATION
BOARD

Re: Our File No.: 258-1721

Dear Mrs. Fort:

Enclosed for recordation as a primary document pursuant to the provisions of 49 U.S.C. §11301(a) are one original and one notarized copy of the following document:

Railcar Master Net Leasing Agreement dated November 20, 1996 between Rio Grande Chemical Sales Company (901 Lindberg Street, McAllen, Texas 78501) and Texas-Mexican Railway Company (1200 Washington, Laredo, Texas 78040).

Also enclosed for recordation as a secondary document pursuant to the provisions of 49 U.S.C. §11301(a) are one original and one notarized copy of the following document:

Assignment of Lessor's Interest in Leases dated May 8, 1997 by Rio Grande Chemical Sales Co. (901 Lindberg Street, McAllen, Texas 78501) and The First National Bank of Maryland (25 South Charles Street, Baltimore, Maryland 21201) which relates to the above-referenced Railcar Master Net Leasing Agreement.

2 doc
Lastly, I have also enclosed two checks both in the amount of \$24.00 to cover the costs of recording these documents.

Once these documents have been recorded, please return the same to the undersigned.

Thank you for your prompt attention to this matter. If you have any questions, please call me at (410) 385-3425.

Sincerely,

A handwritten signature in cursive script that reads "Michele E. Sperato". The signature is written in dark ink and is positioned above the typed name.

Michele E. Sperato,
Secretary to John A. Stalfort

Enclosures

STATE OF MARYLAND

SS:

CITY OF BALTIMORE

THIS IS TO CERTIFY that the attached Assignment of Lessor's Interest in Leases is a true and complete copy of said Assignment of Lessor's Interest in Leases.

WITNESS my hand and seal this 12th day of May, 1997.

Michael P. Sperato
Notary Public

My Commission Expires:

MAY 14 '97

1-00PM

ASSIGNMENT OF LESSOR'S INTEREST IN LEASES

THIS ASSIGNMENT OF LESSOR'S INTEREST IN LEASES (this "Agreement") is made as of this 8th day of May, 1997, by RIO GRANDE CHEMICAL SALES CO., a Texas corporation (the "Pledgor"), in favor of THE FIRST NATIONAL BANK OF MARYLAND, a national banking association (the "Lender"); witnesseth:

Recitals

The Pledgor has applied to the Lender for a loan in the principal amount of \$ _____ (the "Financial Accommodations"). The Financial Accommodations are to be evidenced by, and repaid with interest in accordance with provisions of, a Term Business Purpose Promissory Note of even date herewith from the Pledgor payable to the Lender in the principal amount of the Financial Accommodations (the "Note"). Repayment of the Note is secured by, inter alia, a Security Agreement of even date herewith (the "Security Agreement") from the Pledgor to the Lender. The Pledgor has entered into that certain Railcar Master Net Leasing Agreement dated November 20, 1996 and Rider No. 1 attached thereto (the "Lease") by and between the Pledgor and Texas-Mexican Railway Company (the "Lessee") pursuant to which the Pledgor has leased certain railroad cars to the Lessee (the "Railcars"). The Lender has required, as a condition to the making of the Financial Accommodations, the execution of this Agreement by the Pledgor.

NOW, THEREFORE, in order to secure (a) the prompt payment of all past, present, and future indebtedness, liabilities, and obligations of the Pledgor to the Lender of any nature whatsoever in connection with the Financial Accommodations (collectively, the "Pledgor's Liabilities"), and (b) the performance by the Pledgor of all of the terms, conditions, and provisions of this Agreement, the Note, the Security Agreement, and of any other note, security agreement, pledge agreement, guaranty agreement, mortgage, deed of trust, loan agreement, hypothecation agreement, subordination agreement, indemnity agreement, letter of credit application, assignment, or any other document previously, simultaneously, or hereafter executed and delivered by the Pledgor and/or any other person, singly or jointly with another person or persons, evidencing, securing, guarantying, or in connection with any of the Pledgor's Liabilities (collectively, the "Loan Documents"), the Pledgor hereby pledges, assigns, and grants to the Lender a security interest in and assigns to the Lender all now existing or

hereafter created leases of all or any portion of the Railcars (collectively the "Leases"), together with all rents, royalties, issues, income, profits, revenues, other benefits, and security deposits arising from the Leases and the Railcars and all cash and non-cash proceeds thereof and the proceeds of all insurance policies covering all or any part of such property (all of the foregoing is herein collectively referred to as the "Collateral"); provided, however, excluded from the Collateral shall be (i) amounts received by the Pledgor from the Lessee under the Lease as reimbursement for repairs to the Railcars paid by the Pledgor, and (ii) amounts received by the Pledgor from the Lessee under the Lease as reimbursement for taxes with respect to the Railcars paid by the Pledgor.

A. TO PROTECT THE SECURITY OF THIS AGREEMENT, PLEDGOR COVENANTS:

1. To observe and perform all of the obligations imposed upon the lessor in the Leases and not to do or permit to be done anything to impair the security thereof; that the Leases are or will be valid and enforceable and that the lessees are not in default under any of the terms thereof; that no rents reserved in the Leases have been anticipated or assigned; not to collect any of the rents, income, and profits arising or accruing from the Railcars in advance of the time when the same becomes due under the terms of the Leases; not to discount any future accruing rents; not to execute any other assignment of the Leases or assignment of rents of the Railcars; and not to alter, modify, or change the terms of the Leases or surrender, cancel, or terminate the same, except in the ordinary course of business, without the prior written consent of the Lender.

2. To assign and transfer to the Lender any and all further Leases upon all or any part of the Railcars and to execute and deliver, at the request of the Lender, all such further assurances and assignments as the Lender shall from time to time require.

B. IT IS MUTUALLY AGREED THAT:

Pledgor in care of
1. All rents, income, and profits from the Railcars shall be paid ~~directly~~ to the Lender at 25 South Charles Street, 15th Floor, Baltimore, Maryland 21201, Attention: Whitney H. Kerridge, Mail Code 101-460 without regard to whether any default has occurred under the Loan Documents. The Pledgor hereby authorizes and

directs the lessees under any Leases, including the Lessee under the Lease, to pay all rents, income and profits from the Leases due to the Pledgor under the Leases ~~directly~~ ^{Pledgor in case of} to the Lender and to continue to do so until otherwise notified by the Lender.

2. The Lender shall have the right to apply such rents, income, and profits to the payment of the Pledgor's Liabilities in accordance with the terms of the Note and the Security Agreement. Until any event of default under the Loan Documents has occurred and is continuing, the Lender shall remit to the Pledgor monthly any rent received by the Lender under the Leases in excess of the amount required to pay in full all of the Pledgor's Liabilities due and owing.

3. The Lender shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty, or liability under the Leases, or under or by reason of this Agreement, and the Pledgor shall and does hereby agree to indemnify the Lender for and to hold the Lender harmless of and from any and all liability, loss, or damage which the Lender may or might incur under the Leases or under or by reason of this Agreement, and of and from any and all claims and demands whatsoever which may be asserted against the Lender by reason of any alleged obligations or undertakings on the Lender's part to perform or discharge any of the terms, covenants, or agreements contained in the Leases. Should the Lender incur any such liability, loss, or damage under the Leases or under or by reason of this Agreement or in the defense of any such claims or demands, the amount thereof including costs, expenses, and reasonable attorneys' fees shall be secured hereby, and the Pledgor shall reimburse the Lender therefor immediately upon demand, and upon the failure of the Pledgor so to do, the Lender may declare all sums secured hereby immediately due and payable.

4. Upon the payment in full of all indebtedness secured hereby, this Agreement shall become and be void and of no effect, but the affidavit, certificate, letter, or statement of any officer, supervisor, or attorney of the Lender showing any part of said indebtedness to remain unpaid shall be and constitute conclusive evidence (except in an action between Pledgor and the Lender or its assigns) of the validity, effectiveness, and continuing force of this Agreement, and any person may and is hereby authorized to rely thereon.

5. The Lender may take or release other security; may release any party primarily or secondarily liable for any indebtedness secured hereby; may grant extensions, renewals, or indulgences with respect to such indebtedness; and may apply any other security therefor held by it to the satisfaction of such indebtedness without prejudice to any of its rights hereunder.

6. The term "Leases" as used herein means the Leases hereby assigned and any extension or renewal thereof, and any lease subsequently executed by the Pledgor covering the Railcars or any part thereof.

7. Nothing herein contained and no act done or omitted by the Lender pursuant to the powers and rights granted to the Lender herein shall be deemed to be a waiver by the Lender of its rights and remedies under the Loan Documents, but this Agreement is made and accepted without prejudice to any of the rights and remedies possessed by the Lender under the terms thereof. The right of the Lender to collect the indebtedness and to enforce any other security therefor owned by it may be exercised by the Lender either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

8. In the event the Note is transferred by the Lender to any other person or entity, the Pledgor covenants and agrees that all the provisions herein contained shall be applied to and inure to the benefit of the holder of the Note in the same manner and to the same extent as if it was the original assignee of the Leases herein named.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

WITNESS the signature and seal of the Pledgor as of the day and year first above written.

ATTEST:

RIO GRANDE CHEMICAL SALES CO.

Diane Legume

By: Paul G. Veale, Jr. (SEAL)
Paul G. Veale, Jr.
President

STATE OF TEXAS, COUNTY OF _____, TO WIT:

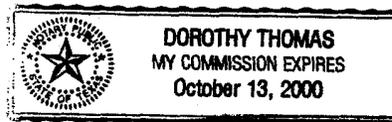
On this 8th day of May, ¹⁹⁹⁷ 1996, before me, the undersigned, a Notary Public of said State, personally appeared Paul G. Veale, Jr., who acknowledged himself to be the President of Rio Grande Chemical Sales Co., a Texas corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

WITNESS my hand and Notarial Seal.

Dorothy Thomas
Notary Public

(SEAL)

My Commission Expires:



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