1301 K Street N.W.
Suite 600, East Tower
Washington, D.C. 20005
202.408.6400
202.408.6399 fax
www.sonnenschein.com

RECORDATION NO. 22166-A FILED

JUL 06 '01 4-82 PM

SURFACE TRANSPORTATION BOARD

L. John Osborn
(202) 408-6351
ljo@sonnenschein.com

July 3, 2001

RECEIVED
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MAIL
MANAGEMENT
STB

By Hand
Hon. Vernon A. Williams, Secretary
Surface Transportation Board
1925 K Street, N.W., Room 714
Washington, D.C. 20423-0001

Dear Secretary Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. §11301(a) are two (2) signed originals of an Assignment and Assumption Agreement and Consent ("Assignment"), dated as of June 4, 2001, which should be recorded as a *secondary* document under STB Recordation No. **22166**. (I believe, subject to check, that the next number is No. 22166-A).

The names and addresses of the parties to the enclosed document (and certain related documents) are:

Assignor/Lessee:	GULF COAST PORTLAND CEMENT COMPANY, D/B/A TRANSENERGY GRINDING, INC., 6203 Industrial Way, Houston, TX 77011
Assignee/Lessee:	PETROLEUM COKE GRINDING, INC., 6203 Industrial Way, Houston, TX 77011
Lessor:	THE CIT GROUP/EQUIPMENT FINANCING, INC., 1211 Avenue of the Americas, 21st Floor, New York, NY 10036
Guarantor:	CEMEX CONSTRUCTION MATERIALS, INC. (f/k/a Cement USA Constructions Materials, Inc.), successor to Sunstar Cement Corporation, 1200 Smith Street, Suite 2400, Houston, TX 77002

The Assignment covers equipment subject to the 1996 Lease and the 1999 Lease, as defined in the Assignment. A description of the railroad equipment covered by the enclosed Assignment is as follows:

Lease	Number of Cars	Type	Identifying Marks
1996 Lease	300	110-ton 3,250 C.F. covered hopper cars	TEGX 100-399
1999 Lease	50	110-ton 3,250 C.F. covered hopper cars	TEGX 400-449

A brief description of the enclosed document is as follows:

Assignor assigns to Assignee its interests in the 1996 Lease and the 1999 Lease.

Also enclosed is a check in the amount of $28.00, payable to the order of the Surface Transportation Board, which covers the required recordation fee. Kindly return one stamped copy of the enclosed document to the undersigned.

Sincerely yours,

L. John Osborn

Enclosures

ASSIGNMENT AND ASSUMPTION AGREEMENT AND CONSENT

ASSIGNMENT AND ASSUMPTION AGREEMENT AND CONSENT, dated as of June 4th, 2001, and effective as of June 15th, 2001 ("Effective Date"), by and among GULF COAST PORTLAND CEMENT COMPANY d/b/a TRANSENERGY GRINDING, INC., a Delaware corporation ("Assignor"), PETROLEUM COKE GRINDING, INC., a Delaware corporation ("Assignee"), and THE CIT GROUP/EQUIPMENT FINANCING, INC., a Delaware corporation ("Lessor")("Agreement").

Statement of Facts

1. (a) Lessor, as assignee of Greenbrier Leasing Corporation ("Greenbrier"), and Assignor are parties to a Lease Agreement, dated as of March 13, 1996 (hereinafter referred to as the "1996 Lease"), and (b) Lessor and Assignor are parties to a Master Railcar Lease, dated as of January 25, 1999 ("1999 Lease"; the 1996 Lease and the 1999 Lease together, "Leases") pursuant to each of which Lessor leased certain railcars ("Cars") to Assignor.

2. (a) A Memorandum of Lease Agreement, dated March 13, 1996, respecting the 1996 Lease, and Schedule Nos. 1 through 4 were filed with the Surface Transportation Board ("STB") on June 17, 1996, and given, respectively, Recordation Nos. 20143, 20143-A, 20143-B and 20143-C.

(b) An Assignment and Assumption Agreement, dated May 30, 1997, between Greenbrier and Lessor respecting the 1996 Lease was filed with the STB on May 30, 1997, and given Recordation Number 20143-D.

(c) A Memorandum of Railcar Lease, dated as of January 25, 1999, respecting the 1999 Lease was filed with the STB on May 17, 1999, and given Recordation Number 22166.

3. Sunstar Cement Corporation originally guarantied Assignor's payment and performance under the 1996 Lease pursuant to the Guaranty Agreements dated as of March 13, 1996, April 30, 1996, May 14, 1996 and May 14, 1996, and CEMEX CONSTRUCTION MATERIALS, INC. (f/k/a Cement USA Construction Materials, Inc.), is the successor-in-interest to Sunstar Cement Corporation.

4. Assignor and its affiliates, including Assignee and Guarantor, are undertaking a corporate restructuring as the result of which, inter alia, Assignor has requested that CIT consent to the assignment of the Leases to Assignee.

5. CIT is willing to consent to such an assignment and assumption on the terms of this Agreement.

In consideration of the foregoing and other good and valuable consideration, the receipt and

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SURFACE TRANSPORTATION BOARD

sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

Statement of Terms

1. Defined Terms. Terms used herein which are defined in the Lease are used herein with the respective meanings set forth in the Lease.

2. Assignment and Assumption. (a) Assignor does hereby assign, transfer, sell and convey unto Assignee, without recourse upon Assignor, and the Assignee hereby purchases and assumes from the Assignor, all of Assignor's right, title and interest in and to, and obligations under, the Leases as of the effective date hereof, excluding, however, any claim, cause of action or other right to payment accruing in favor of Assignor prior to the Effective Date or payable by reason of an event, action or omission occurring prior to the Effective Date.

(b) Assignee hereby assumes as of the effective date hereof all of the duties and obligations of Assignor under the Leases arising or accruing on or after the Effective Date, excluding, however, any and all obligations and liabilities of Assignor of any nature, direct or indirect, known or unknown, contingent or otherwise, in each case arising or accruing prior to the Effective Date. Assignee shall not be responsible to any person for the discharge or performance of any duties or obligations to be performed or discharged by Assignor under the Leases arising and accruing prior to the Effective Date.

3. Unconditional Obligation. Without limiting the generality of the foregoing assumption of rights, obligations and liabilities, Assignee expressly affirms (a) that the assumption of rights, obligations and liabilities of Assignor by Assignee and the agreement by Assignee to pay and discharge the same, as contained and set forth herein, is, to the extent provided in each Lease, an unconditional promise of payment and performance by Assignee, and Assignee's duties and obligations with respect thereto shall be construed to be that of a principal and not that of a surety, (b) that the Leases may not be cancelled or terminated except as expressly provided therein and (c) that Lessor is the legal and beneficial owner of the Cars, and all accessions, additions and attachments thereto, and substitutions and replacements therefor and all proceeds (including insurance proceeds) of any of the foregoing.

4. Assignee's Representations. In order to induce Lessor to consent to this Agreement, Assignee hereby represents and warrants to Lessor as follows:

(a) Assignee is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware;

(b) Assignee has full power, authority and legal right to execute, deliver and perform this Agreement;

(c) this Agreement has been duly authorized, executed and delivered by Assignee

and constitutes a legal, valid and binding obligation of Assignee enforceable in accordance with its terms;

(d) Assignee has received a copy of each Lease and confirms that each Lease constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms contained therein;

(e)(i) the execution of this Agreement and assumption of Assignor's obligations under each Lease (A) does not require any approval, consent or authorization from any shareholder, trustee, holder of any of indebtedness of Assignee, public regulatory authority or other person or entity, except for such approvals, consents and authorizations which have been duly obtained and (B) will not contravene any laws or regulations, including, without limitation, any judgment or decree applicable to Assignee or the certificate of incorporation or bylaws of Assignee or contravene any provision of, or constitute a default under, or result in the creation of any lien upon any property of Assignee under any mortgage, instrument or other agreement to which Assignee is a party or by which it or its assets may be bound or affected; and (ii) no authorization, approval, license, filing or registration with any court or governmental agency or instrumentality is necessary in connection with the execution, delivery, performance, validity and enforceability of this Agreement, except for such authorizations and approvals which have been duly obtained;

(f) Assignee shall have been deemed to have made all of the representations and warranties, mutatis mutandis, set forth in each Lease and each schedule or supplement executed pursuant thereto, and the same shall be true and correct as if made on the date hereof; and

(g) no event of default or event or condition which could mature into an event of default under either Lease has occurred and is continuing.

5. Conditions Precedent. Lessor consents to the transfer of Assignor's leasehold interest in the Cars to, and the assumption of Assignor's obligations under each Lease by, Assignee, which consent shall become effective upon all of the following conditions precedent having been fulfilled:

(a) Lessor shall have received an executed copy of this Agreement, duly executed by an authorized officer of Assignee; and

(b) Lessor shall have received evidence satisfactory to it as to the compliance by Assignee with the provisions regarding insurance contained in each Lease.

Until such time as Lessor's consent shall become effective, Assignor remains the Lessee under each Lease and shall not be released by Lessor from its obligations as Lessee under either Lease.

6. Notices. All notices, demand and other communications under the Leases or this Agreement shall be in writing and shall be deemed to have been given or made sent by telecopier, by

hand, by courier against receipt or when deposited in the United States mail, first class postage prepaid, addressed as follows or to such other address as any of the following persons may from time to time designate in writing to the other persons listed below:

CIT:	The CIT Group/Equipment Financing, Inc. 1211 Avenue of the Americas, 21st Floor New York, New York 10036 ATTENTION: Executive Vice President/Credit Telecopier No.: 212-536-1385
Assignee:	Petroleum Coke Grinding, Inc. 6203 Industrial Way Houston, Texas 77011 ATTENTION: Alfonso Manuel Caballero Telecopier No.: 713-926-6265

7. Filing and Recording. A copy of this Agreement will be filed for recording with the Surface Transportation Board.

8. Governing Law; Counterparts. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York. This Agreement may be executed by the parties hereto on any number of separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor, Assignee and Lessor have each executed this Agreement as of the day and year first above written.

GULF COAST PORTLAND CEMENT COMPANY, d/b/a TRANSENERGY GRINDING, INC., Assignor

By: _____

Title: VP

THE CIT GROUP/EQUIPMENT FINANCING, INC., Lessor

By: _____

Title: VP

PETROLEUM COKE GRINDING, INC., Assignee

By: _____ Jesus H. Flores

Title: Plant Manager / Assistant Secretary

Guarantor hereby agrees with the foregoing and ratifies and reaffirms each of its Guaranty Agreements, dated as of March 13, 1996, April 30, 1996, and May 14, 1996, and May 14, 1996.

CEMEX CONSTRUCTION MATERIALS, INC., as successor to Sunstar Cement Corporation, Guarantor

By: _____

Title: VP

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STATE OF TEXAS)
) SS:
COUNTY OF HARRIS)

On this 15th day of JUNE, 2001, before me personally appears JEFF SMITH, to me personally known, who by me duly sworn, says that he/she is the VICE PRESIDENT of GULF COAST PORTLAND CEMENT COMPANY, d/b/a TRANSENERGY GRINDING, INC. (the "Company"), that the foregoing instrument was signed on behalf of the said Company by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of the said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

DIANE A. SIMMONS
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
SEPT. 19, 2001
[SEAL]

Diane A. Simmons
Notary Public

My Commission expires:

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

On this 27th day of June, 2001, before me personally appears J. Thomas Garry, to me personally known, who by me duly sworn, says that he/she is the Vice President of THE CIT GROUP/EQUIPMENT FINANCING, INC. (the "Company"), that the foregoing instrument was signed on behalf of the said Company by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of the said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Indra Bedasie
Notary Public

[SEAL]

INDRA BEDASIE
Notary Public, State of New York
No. 01BE6014602
Qualified in Queens County
Certificate filed in New York County
Commission Expires Oct. 19, 2002

My Commission expires:

STATE OF Texas)
) SS:
COUNTY OF Harris)

On this 4th day of June, 2001, before me personally appears Jesus H. Flores, to me personally known, who by me duly sworn, says that he/~~she~~ is the Plant Manager of PETROLEUM COKE GRINDING, INC. (the "Company"), that the foregoing instrument was signed on behalf of the said Company by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of the said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

JORGE M. ARDINES
NOTARY PUBLIC
STATE OF TEXAS
My Commission Expires 8-31-2001

[SEAL]

Jorge M. Ardines
Notary Public

My Commission expires: 8/31/2001

STATE OF TEXAS)
) SS:
COUNTY OF HARRIS)

On this 15th day of JUNE, 2001, before me personally appears JEFF SMITH, to me personally known, who by me duly sworn, says that he/she is the VICE PRESIDENT of CEMEX CONSTRUCTION MATERIALS, INC. (the "Company"), that the foregoing instrument was signed on behalf of the said Company by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of the said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

DIANE A. SIMMONS
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
SEPT. 19, 2001

[SEAL]

Diane A. Simmons
Notary Public

My Commission expires: