

Vinson & Elkins

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REGISTRATION NO. 28019 FILED

AUG 25 '09 -2 2 5 PM



August 20, 2009

Secretary
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20024

SURFACE TRANSPORTATION BOARD

Dear Secretary:

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

This document is a mortgage, a primary document, dated August 19, 2009.

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

Mortgagor:

TXI Operations, LP
1341 West Mockingbird Lane
Dallas, Texas 75247

Mortgagee:

Bank of America, N.A., as Administrative Agent
901 Main Street, Floor 11
TX1-492-11-23
Dallas, Texas 75202

A description of the equipment covered by the document is attached as an Exhibit to this letter.

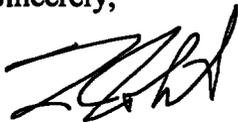
A fee of \$41.00 is enclosed. Please return the original and any extra copies not needed by the Board for recordation to:

Vinson & Elkins LLP
2001 Ross Ave., Suite 3700
Dallas, Texas 75201
Attn: Tim Johnston

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

Railroad Rolling Stock Security Agreement (mortgage) between TXI Operations, LP, 1341 West Mockingbird Lane, Dallas, Texas 75247, and Bank of America, N.A., as Administrative Agent, 901 Main Street, Floor 11, TX1-492-11-23, Dallas, Texas 75202, dated August 19, 2009. Included in the property covered by the aforesaid security agreement (mortgage) are all railroad cars, locomotives and other rolling stock intended for use related to interstate commerce, or interests therein, owned by TXI Operations, LP at the date of said agreement or thereafter acquired by it or its successors.

Sincerely,

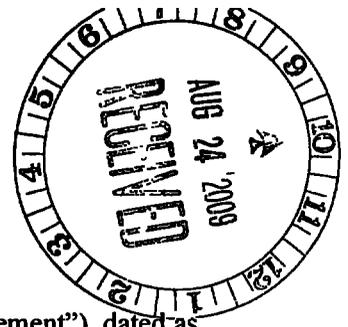


Timothy M. Johnston
Attorney

Enclosures

Exhibit
Description of Equipment

Reporting Marks & Numbers	Description	AAR Mechanical Designation	AAR Car Type	Year Built	Manufacturer	Number of Cars
TXIX 1101 - 1103, 1105, 1107 - 1121, 1124 - 1129, 1131 - 1133, 1135 - 1142	3,200 cubic foot covered cement hopper with Halliburton pneumatic gate valve	LO	C412	1983	Portec	36
TXIX 2001 - 2090	2,380 cubic foot open hopper aggregate cars	HT	H350	2002	Johnstown America	90
TXIX 2101 - 2216	2,380 cubic foot open hopper aggregate cars	HT	H350	2006	FreightCar America	116
TXIX 2217 - 2259	2,380 cubic foot open hopper aggregate cars	HT	H350	2007	FreightCar America	43
Serial number A-611, Class 0-4-4-0	Locomotive	n/a	n/a	1956	GMC	1
Serial numbers 5931, 51083, 97494-0101, 97830-1003	Trackmobile [®] railcar movers	n/a	n/a	unknown	Whiting	4
Serial numbers RCM-160, RCM-309	railcar movers	n/a	n/a	unknown	Rail King	2
Serial number 8GD52523	railcar mover	n/a	n/a	unknown	Shuttlewagon	1
Total						293



RAILROAD ROLLING STOCK SECURITY AGREEMENT

THIS RAILROAD ROLLING STOCK SECURITY AGREEMENT (this "Agreement"), dated as of August 19, 2009, is made by TXI OPERATIONS, LP, a Delaware limited partnership (the "Grantor"), in favor of BANK OF AMERICA, N A , as Administrative Agent (in such capacity, the "Administrative Agent"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Credit Agreement, as such term is defined below.

WITNESSETH:

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of June 19, 2009 (as amended, restated or otherwise modified from time to time, the "Credit Agreement"), among Texas Industries, Inc. (the "Borrower"), the Administrative Agent and the financial institutions from time to time party thereto as Lenders (collectively, the "Lenders"), the Lenders have extended Loans and certain other financial accommodations to the Borrower; and

WHEREAS, pursuant to the Credit Agreement, that certain Amended and Restated Security Agreement dated as of June 19, 2009 (the "Security Agreement") between, among others, the Borrower, the Grantor and the Administrative Agent, and the other Loan Documents, the Grantor is required to grant a security interest to the Administrative Agent, for the benefit of the Lenders, in all of the Grantor's railroad equipment, wherever located, including, without limitation, the railcars and locomotives described in Exhibit A hereto, together with all accessories, additions, improvements, substitutions, replacements, attachments, and accessions thereto and therefor, in each case, now owned or hereafter acquired or appertaining thereto (any and all of the foregoing being the "Railroad Rolling Stock").

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to continue to extend Loans and make other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Administrative Agent and each Lender, as follows:

RECORDATION NO. 28019 FILED

**ARTICLE I
SECURITY INTEREST**

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Section 1.1 Grant of Security Interest.

SURFACE TRANSPORTATION BOARD

The Grantor hereby assigns and pledges to the Administrative Agent for its benefit and the ratable benefit of each of the Lenders, and hereby grants to the Administrative Agent for its benefit and the ratable benefit of each of the Lenders a security interest in, all of the following, whether now or hereafter existing or acquired (the "Railroad Rolling Stock Collateral")

- (a) all Railroad Rolling Stock; and
- (b) all products and proceeds of all of the Railroad Rolling Stock

Section 1.2 Security for Secured Obligations

The security interest granted hereby is granted in conjunction with the security interest granted to the Administrative Agent under the Security Agreement, and is security for the payment and performance of the Secured Obligations of the Borrower under the Credit Agreement and the other Loan Documents. The rights and remedies of the Administrative Agent and the Lenders with respect to the security interest

granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

Section 1.3 Continuing Security Interest.

This Agreement shall create a continuing security interest in the Railroad Rolling Stock Collateral and shall

- (a) remain in full force and effect until payment in full of all Secured Obligations and the termination of all Commitments,
- (b) be binding upon the Grantor, its successors, transferees and assigns, and
- (c) inure, together with the rights and remedies of the Administrative Agent hereunder, to the benefit of the Administrative Agent and each Lender

Upon the payment in full of all Secured Obligations and the termination of all Commitments, the security interest granted herein shall terminate and all rights to the Railroad Rolling Stock Collateral shall revert to the Grantor. Upon any such termination, the Administrative Agent will, at the Grantor's sole expense, execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

**ARTICLE II
REMEDIES**

Section 2.1 Certain Remedies

If any Event of Default shall have occurred and be continuing:

- (a) The Administrative Agent may exercise in respect of the Railroad Rolling Stock Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the Interstate Commerce Act or the UCC (whether or not the UCC applies to the affected Railroad Rolling Stock Collateral) and also may, in addition (i) require the Grantor to, and the Grantor hereby agrees that it will, at its expense and upon request of the Administrative Agent forthwith, assemble all or part of the Railroad Rolling Stock Collateral as directed by the Administrative Agent and make it available to the Administrative Agent at a place to be designated by the Administrative Agent which is reasonably convenient to both parties, (ii) without notice except as specified below, sell the Railroad Rolling Stock Collateral or any part thereof in one or more parcels at public or private sale, at any of the Administrative Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Administrative Agent may deem commercially reasonable and (iii) take or cause to be taken by its agent or agents immediate possession of the Railroad Rolling Stock Collateral or one or more of the units thereof, without liability to return to the Grantor any sums theretofore paid and free from all claims whatsoever, and remove the same from possession and use of the Grantor or any other Person or entity and for such purpose may enter upon the Grantor's premises or any other premises where the Railroad Rolling Stock Collateral may be located and may use and employ in connection with such removal any supplies, services and equipment and any available trackage and other facilities or means of the Grantor or otherwise. The Grantor agrees that, to the extent notice of sale shall be required by law, at least ten days' prior notice to the Grantor of the time and place of any public sale or the time after

which any private sale is to be made shall constitute reasonable notification. The Administrative Agent shall not be obligated to make any sale of Railroad Rolling Stock Collateral regardless of notice of sale having been given. The Administrative Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) All cash proceeds received by the Administrative Agent in respect of any sale of, collection from, or other realization upon all or any part of the Railroad Rolling Stock Collateral shall be applied to the Secured Obligations as set forth in the Credit Agreement. Any surplus of such cash or cash proceeds held by the Administrative Agent and remaining after payment in full of all the Secured Obligations shall be paid over to the Grantor or to whomsoever may be lawfully entitled to receive such surplus.

(c) In case the Administrative Agent shall demand possession of the Railroad Rolling Stock Collateral after the occurrence of an Event of Default and shall designate a point or points upon the premises of the Grantor or elsewhere for the delivery of Railroad Rolling Stock Collateral to the Administrative Agent, the Grantor shall, at its own expense forthwith and in the usual manner (including, but not by way of limitation, giving prompt notice to the Association of American Railroads and all railroads to which any part of the Railroad Rolling Stock Collateral has been interchanged to return the Railroad Rolling Stock Collateral so interchanged), cause (i) the Railroad Rolling Stock Collateral to be moved to such point or points as shall be designated by the Administrative Agent and shall there deliver the Railroad Rolling Stock Collateral or cause it to be delivered to the Administrative Agent and (ii) the Railroad Rolling Stock Collateral to be moved to such interchange point or points as shall be designated by the Administrative Agent upon any sale, lease or other disposal of all or any part of the Railroad Rolling Stock Collateral by the Administrative Agent. At the option of the Administrative Agent, the Administrative Agent may keep the Railroad Rolling Stock Collateral on any of the premises of the Grantor or elsewhere until the Administrative Agent shall have leased, sold or otherwise disposed of the same, and for such purpose the Grantor agrees to furnish, without charge for rent or storage, the necessary facilities at any point or points selected by the Administrative Agent, at the Grantor's risk, to permit inspection of the Railroad Rolling Stock Collateral by the Administrative Agent, the Administrative Agent's representatives and prospective purchasers and users. The provisions of this Section 2.1(c) are an essential part of the agreement between the parties and, upon application to any court having jurisdiction in the premises, the Administrative Agent shall be entitled to a order against the Grantor requiring specific performance hereof.

ARTICLE III MISCELLANEOUS PROVISIONS

Section 3.1 Loan Document

This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

Section 3.2 Amendments; etc

No amendment to or waiver of any provision of this Agreement nor consent to any departure by the Grantor herefrom, shall in any event be effective unless the same shall be in writing and signed by the Administrative Agent, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 3.3 Severability

If any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Section 3.4 GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND, TO THE EXTENT CONTROLLING, LAWS OF THE UNITED STATES OF AMERICA.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor and the Administrative Agent have caused this Agreement to be duly executed and delivered by their respective officer thereunto duly authorized as of the date first above written.

GRANTOR.

TXI OPERATIONS, LP, as Grantor

By: TXI Operating Trust, its general partner

By: Sharon Ellis
Sharon Ellis, Treasurer

Address. 1341 West Mockingbird Ln.
Dallas, Texas 75247

Attention. Sharon Ellis, Treasurer
Facsimile No.: 972-674-3964

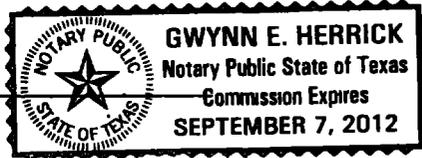
STATE OF TEXAS)
) ss
COUNTY OF DALLAS)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Sharon Ellis, the Treasurer of TXI Operating Trust, the general partner of TXI Operations, LP, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as the Treasurer of said trust, as her own free and voluntary act and as the free and voluntary act of said limited partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 14th day of August, 2009.

Gwynn E Herrick
Notary Public

My commission expires on _____



ADMINISTRATIVE AGENT

BANK OF AMERICA, N A., as Administrative Agent

By Joy L. Bartholomew
Joy L. Bartholomew, Senior Vice President

Address. 901 Main Street, Floor 11
TX1-492-11-23
Dallas, Texas 75202

Attention: Joy L. Bartholomew
Facsimile No.: 214-209-4766

STATE OF TEXAS)
) ss
COUNTY OF DALLAS)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Joy L. Bartholomew, the Senior Vice President of Bank of America, N A., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as a Senior Vice President of such bank, as her own free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17th day of August, 2009



Margaret A. Henderson
Notary Public

My commission expires on _____

EXHIBIT A
Railroad Rolling Stock

Reporting Marks & Numbers	Description	AAR Mechanical Designation	AAR Car Type	Year Built	Manufacturer	Number of Cars
TXIX 1101 - 1103, 1105, 1107 - 1121, 1124 - 1129, 1131 - 1133, 1135 - 1142	3,200 cubic foot covered cement hopper with Halliburton pneumatic gate valve	LO	C412	1983	Portec	36
TXIX 2001 - 2090	2,380 cubic foot open hopper aggregate cars	HT	H350	2002	Johnstown America	90
TXIX 2101 - 2216	2,380 cubic foot open hopper aggregate cars	HT	H350	2006	FreightCar America	116
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Serial number A-611, Class 0-4-4-0	Locomotive	n/a	n/a	1956	GMC	1
Serial numbers 5931, 51083, 97494-0101, 97830-1003	Trackmobile® railcar movers	n/a	n/a	unknown	Whiting	4
Serial numbers RCM-160, RCM-309	railcar movers	n/a	n/a	unknown	Rail King	2
Serial number 8GD52523	railcar mover	n/a	n/a	unknown	Shuttlewagon	1
Total						293