



COX | SMITH
ATTORNEYS

Caroleene Hardee

chardee@coxsm-l.com

210 554 5294

January 2, 2013

Via Federal Express Overnight

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

RECORDATION NO. 30602 FILED

JAN 04 '13 -1 41 PM

SURFACE TRANSPORTATION BOARD

Re. Recordation of Security Agreement

Dear Ms Brown:

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 a Security Agreement, a primary document, dated effective December 14, 2012.

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

Debtor:

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

Secured Party

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

A description of the equipment covered by the document follows

- 1 Ninety Nine (99) Covered Hopper Railcars, car mark and numbers RGCX 982 to RGCX 1082 (excluding railcars with numbers RGCX 986 and RGCX 1068), as more particularly described in Railcar Net Leasing Agreement, dated April 21, 1997 with Exhibit A-Rider No 6, by and between Rio Grande Chemical, Ltd , a Texas limited partnership (formerly known as Rio Grande Chemical Sales Company) (Lessor) and Cementos Apasco, S.A. de C.V , a Mexican mercantile corporation (Lessee).

A fee of Forty Two and No/100 Dollars (\$42.00) 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

COX SMITH MATTHEWS INCORPORATED

112 East Pecan Street | Suite 1800

San Antonio, TX 78205

210 554 5500 tel | 210 226 8395 fax

COXSMITH.COM

AUSTIN DALLAS EL PASO MCALLEN SAN ANTONIO

4365221 2

Cynthia Brown
January 2, 2013
Page 2

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

"Security Agreement 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, dated effective December 14, 2012 and covering Ninety Nine (99) Covered Hopper Cars, car mark and numbers RG CX 982 to RG CX 1082, (excluding railcars with numbers RG CX 986 and RG CX 1068)"

Yours truly,

A handwritten signature in cursive script, appearing to read "Caroleene Hardee".

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 January 2, 2013, I personally compared the copy of the Security Agreement (\$2,845,260.00), dated effective December 14, 2012 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 2nd day of January, 2013, to certify which witness my hand and seal of office.

(SEAL)



Jenny Swonke
Notary Public in and for the State of Texas
Printed Name: Jenny Swonke
My Commission Expires: 3-27-13

Exhibit A – Security Agreement (\$2,845,260 00)

JAN 04 '13 -1 41 PM

SECURITY AGREEMENT
(S2,845,260.00 Loan)

SURFACE TRANSPORTATION BOARD

THIS SECURITY AGREEMENT ("Agreement") is made effective as of December 13, 2012, by the "Debtor" (whether one or more) named in Paragraph 1 of this Agreement in favor of COMPASS BANK, an Alabama banking corporation, organized and existing under the laws of the State of Alabama ("Secured Party"), whose address is 3900 N. 10th Street, 2nd Floor, McAllen, Texas 78501. Debtor hereby agrees with Secured Party as follows.

1 **Definitions.** As used in this Agreement, the following terms shall have the meanings indicated below:

(a) The term "Debtor" means the following:

Rio Grande Chemical, Ltd., a Texas limited partnership, whose organizational number with the State of Texas is 0800129766 and whose principal place of business is 901 Lindberg, McAllen, Texas 78502

(b) The term "Obligor" shall mean Debtor.

(c) The term "Code" shall mean the Texas Business and Commerce Code as in effect in the State of Texas on the date of this Agreement or as it may hereafter be amended from time to time.

(d) The term "Collateral" shall mean all of the personal property of Debtor as set forth below (as indicated), wherever located, and now owned or hereafter acquired:

(i) All "Rolling Stock" including locomotives, railroad cars, railroad equipment, hopper cars, boxcars and tank cars and other portable or moveable machinery or apparatus of a railroad, as described on the attached Schedule 1

(ii) All "Instruments," "documents," "investment property" and other writings of any type, including, but not limited to those certain Railcar Net Lease Agreements described on the attached Schedule 2.

The term Collateral, as used herein, shall also include all PRODUCTS and PROCEEDS of all of the foregoing (including without limitation, insurance payable by reason of loss or damage to the foregoing property) and any property, securities, guaranties or monies of Debtor which may at any time come into the possession of Secured Party. The designation of proceeds does not authorize Debtor to sell, transfer or otherwise convey any of the foregoing property except finished goods intended for sale in the ordinary course of Debtor's business or as otherwise provided herein.

The term "Indebtedness" shall mean (i) the obligations of Obligor to Secured Party under the terms of that certain Promissory Note dated of even date herewith, in the original face amount of \$2,845,260.00 executed by Obligor and payable to the order of Secured Party; (ii) all "Indebtedness" as that term is described and defined in a Loan Agreement (the "Obligor Loan Agreement") dated of even date herewith, signed, among others, by Obligor and Secured Party; (iii) all accrued but unpaid interest on any of the indebtedness described in (i) and (ii) above; (iv) all obligations of Obligor to Secured Party under any documents evidencing, securing, governing

and/or pertaining to all or any part of the indebtedness described in (i), (ii) and (iii) above; (v) all costs and expenses incurred by Secured Party in connection with the collection and administration of all or any part of the indebtedness and obligations described in (i), (ii), (iii) and (iv) above or the protection or preservation of, or realization upon, the collateral securing all or any part of such indebtedness and obligations, including without limitation all reasonable attorneys' fees; and (vi) all renewals, extensions, modifications and rearrangements of the indebtedness and obligations described in (i), (ii), (iii), (iv) and (v) above

(e) The term "Loan Documents" shall mean all instruments and documents evidencing, securing, governing, guaranteeing and/or pertaining to the Indebtedness, including without limitation, the "Loan Documents" described in the Obligor Loan Agreement

(f) The term "Obligated Party" shall mean any party other than Obligor, including, without limitation, Debtor, who secures, guarantees and/or is otherwise obligated to pay all or any portion of the Indebtedness

All words and phrases used herein which are expressly defined in Section 1.201 or Chapter 9 of the Code shall have the meaning provided for therein. Other words and phrases defined elsewhere in the Code shall have the meaning specified therein except to the extent such meaning is inconsistent with a definition in Section 1.201 or Chapter 9 of the Code.

2. Security Interest. As security for the Indebtedness, Debtor, for value received, hereby pledges and grants to Secured Party a continuing security interest in the Collateral.

3 Representations and Warranties. In addition to any representations and warranties of Debtor set forth in the Loan Documents, which are incorporated herein by this reference, Debtor hereby represents and warrants the following to Secured Party:

(a) **Authority.** The execution, delivery and performance of this Agreement and all of the other Loan Documents by Debtor have been duly authorized by all necessary corporate action of Debtor, to the extent Debtor is a corporation, by all necessary partnership action, to the extent Debtor is a partnership, or by all necessary limited liability company action, to the extent Debtor is a limited liability company.

(b) **Accuracy of Information.** All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of Debtor with respect to the Collateral is true and correct. The exact legal name, social security number (if applicable), tax identification number, employee identification number and organization number of Debtor is correctly shown in the first paragraph hereof.

(c) **Enforceability.** This Agreement and the other Loan Documents constitute legal, valid and binding obligations of Debtor, enforceable in accordance with their respective terms, except as limited by bankruptcy, insolvency or similar laws of general application relating to the enforcement of creditors' rights and except to the extent specific remedies may generally be limited by equitable principles.

(d) **Ownership and Liens.** Debtor has good and marketable title to the Collateral free and clear of all liens, security interests, encumbrances or adverse claims, except for the security interest created by this Agreement. No dispute, right of setoff, counterclaim or defense exists with respect to all or any part of the Collateral. Debtor has not executed any other security agreement currently affecting the Collateral and no effective financing statement or other

instrument similar in effect covering all or any part of the Collateral is on file in any recording office except as may have been executed or filed in favor of Secured Party

(c) No Conflicts or Consents. Neither the ownership, the intended use of the Collateral by Debtor, the grant of the security interest by Debtor to Secured Party herein nor the exercise by Secured Party of its rights or remedies hereunder, will (i) conflict with any provision of (A) any domestic or foreign law, statute, rule or regulation, (B) the articles or certificate of incorporation, charter, bylaws, partnership agreement, articles or certificate of organization, or regulations as the case may be, of Debtor, or (C) any agreement, judgment, license, order or permit applicable to or binding upon Debtor, or (ii) result in or require the creation of any lien, charge or encumbrance upon any assets or properties of Debtor or of any person except as may be expressly contemplated in the Loan Documents. Except as expressly contemplated in the Loan Documents, no consent, approval, authorization or order of, and no notice to or filing with, any court, governmental authority or third party is required in connection with the grant by Debtor of the security interest herein or the exercise by Secured Party of its rights and remedies hereunder.

(f) Security Interest. Debtor has and will have at all times full right, power and authority to grant a security interest in the Collateral to Secured Party in the manner provided herein, free and clear of any lien, security interest or other charge or encumbrance. This Agreement creates a legal, valid and binding security interest in favor of Secured Party in the Collateral securing the Indebtedness. To the extent permitted in the Code, possession by Secured Party of all certificates, instruments and cash constituting Collateral from time to time and/or the filing of the financing statements delivered prior hereto and/or concurrently herewith by Debtor to Secured Party will perfect and establish the first priority of Secured Party's security interest hereunder in the Collateral.

(g) Location/Identity. Debtor's principal residence or place of business and chief executive office (as those terms are used in the Code), as the case may be is located at the address set forth on the first page hereof. Except as specified elsewhere herein, all records concerning the Collateral shall be kept at the Debtor's business address listed above. Debtor's organizational structure, state of organization, and organizational number (the "Organizational Information") are as set forth on the first page hereof. Except as specified herein, the Organizational Information shall not change

(h) Solvency of Debtor. As of the date hereof, and after giving effect to this Agreement and the completion of all other transactions contemplated by Debtor at the time of the execution of this Agreement, (i) Debtor is and will be solvent, (ii) the fair saleable value of Debtor's assets exceeds and will continue to exceed Debtor's liabilities (both fixed and contingent), (iii) Debtor is paying and will continue to be able to pay its debts as they mature, and (iv) if Debtor is not an individual, Debtor has and will have sufficient capital to carry on Debtor's businesses and all businesses in which Debtor is about to engage.

(i) Exclusion of Certain Collateral. Unless otherwise agreed by Secured Party, the Collateral does not include any aircraft, watercraft or vessels

(j) Compliance with Environmental Laws. Except as disclosed in writing to Secured Party (i) Debtor is conducting Debtor's businesses in material compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, orders, determinations and court decisions, including without limitation, those pertaining to health or environmental matters such as the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of

1986 (collectively, together with any subsequent amendments, hereinafter called "CERCLA"), the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act Amendments of 1980, and the Hazardous Substance Waste Amendments of 1984 (collectively, together with any subsequent amendments, hereinafter called "RCRA"), the Texas Water Code and the Texas Solid Waste Disposal Act; (ii) none of the operations of Debtor is the subject of a federal, state or local investigation evaluating whether any material remedial action is needed to respond to a release or disposal of any toxic or hazardous substance or solid waste into the environment; (iii) Debtor has not filed any notice under any federal, state or local law indicating that Debtor is responsible for the release into the environment, the disposal on any premises in which Debtor is conducting its businesses or the improper storage, of any material amount of any toxic or hazardous substance or solid waste or that any such toxic or hazardous substance or solid waste has been released, disposed of or is improperly stored, upon any premise on which Debtor is conducting its businesses, and (iv) Debtor otherwise does not have any known material contingent liability in connection with the release into the environment, disposal or the improper storage, of any such toxic or hazardous substance or solid waste. The terms "hazardous substance" and "release", as used herein, shall have the meanings specified in CERCLA, and the terms "solid waste" and "disposal", as used herein, shall have the meanings specified in RCRA; provided, however, that to the extent that the laws of the State of Texas establish meanings for such terms which are broader than that specified in either CERCLA or RCRA, such broader meanings shall apply

4 Affirmative Covenants. In addition to all covenants and agreements of Debtor set forth in the Loan Documents, which are incorporated herein by this reference, Debtor will comply with the covenants contained in this Section 4 at all times during the period of time this Agreement is effective unless Secured Party shall otherwise consent in writing.

(a) **Ownership and Liens.** Debtor will maintain good and marketable title to all Collateral free and clear of all liens, security interests, encumbrances or adverse claims, except for the security interest created by this Agreement and the security interests and other encumbrances expressly permitted herein or by the other Loan Documents. Debtor will not permit any dispute, right of setoff, counterclaim or defense to exist with respect to all or any part of the Collateral. Debtor will cause any financing statement or other security instrument with respect to the Collateral to be terminated, except as may exist or as may have been filed in favor of Secured Party. Debtor hereby irrevocably appoints Secured Party as Debtor's attorney-in-fact, such power of attorney being coupled with an interest, with full authority in the place and stead of Debtor and in the name of Debtor or otherwise, for the purpose of terminating any financing statements currently filed with respect to the Collateral. Debtor will defend at its expense Secured Party's right, title and security interest in and to the Collateral against the claims of any third party.

(b) **Further Assurances.** Debtor will from time to time at its expense promptly execute and deliver all further instruments and documents and take all further action necessary or appropriate or that Secured Party may request in order (i) to perfect and protect the security interest created or purported to be created hereby and the first priority of such security interest, (ii) to enable Secured Party to exercise and enforce its rights and remedies hereunder in respect of the Collateral, and (iii) to otherwise effect the purposes of this Agreement, including without limitation (A) executing (if requested) and filing such financing or continuation statements, or amendments thereto, and (B) furnishing to Secured Party from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral, all in reasonable detail satisfactory to Secured Party.

(c) **Inspection of Collateral.** Debtor will keep adequate records concerning the Collateral and will permit Secured Party and all representatives and agents appointed by Secured Party to inspect any of the Collateral and the books and records of or relating to the Collateral at any time during normal business hours, to make and take away photocopies, photographs and printouts thereof and to write down and record any such information.

(d) **Payment of Taxes.** Debtor (i) will timely pay all property and other taxes, assessments and governmental charges or levies imposed upon the Collateral or any part thereof, (ii) will timely pay all lawful claims which, if unpaid, might become a lien or charge upon the Collateral or any part thereof, and (iii) will maintain appropriate accruals and reserves for all such liabilities in a timely fashion in accordance with generally accepted accounting principles. Debtor may, however, delay paying or discharging any such taxes, assessments, charges, claims or liabilities so long as the validity thereof is contested in good faith by proper proceedings and provided Debtor has set aside on Debtor's books adequate reserves therefor, provided, however, Debtor understands and agrees that in the event of any such delay in payment or discharge and upon Secured Party's written request, Debtor will establish with Secured Party an escrow acceptable to Secured Party adequate to cover the payment of such taxes, assessments and governmental charges with interest, costs and penalties and a reasonable additional sum to cover possible costs, interest and penalties (which escrow shall be returned to Debtor upon payment of such taxes, assessments, governmental charges, interests, costs and penalties or disbursed in accordance with the resolution of the contest to the claimant) or furnish Secured Party with an indemnity bond secured by a deposit in cash or other security acceptable to Secured Party. Notwithstanding any other provision contained in this Subsection, Secured Party may at its discretion exercise its rights under Subsection 6(c) at any time to pay such taxes, assessments, governmental charges, interest, costs and penalties.

(e) **Condition of Goods.** Debtor will maintain, preserve, protect and keep all Collateral which constitutes goods in good condition, repair and working order and will cause such Collateral to be used and operated in good and workmanlike manner, in accordance with applicable laws and in a manner which will not make void or cancelable any insurance with respect to such Collateral. Debtor will promptly make or cause to be made all repairs, replacements and other improvements to or in connection with the Collateral which Secured Party may request from time to time.

(f) **Insurance.** Except as otherwise permitted under the loan agreement, Debtor will, at its own expense, maintain insurance with respect to all Collateral which constitutes goods in such amounts, against such risks, in such form and with such insurers, as shall be satisfactory to Secured Party from time to time. If requested by Secured Party, each policy for property damage insurance shall provide for all losses to be paid directly to Secured Party. If requested by Secured Party, each policy of insurance maintained by Debtor shall (i) name Debtor and Secured Party as insured parties thereunder (without any representation or warranty by or obligation upon Secured Party) as their interests may appear, (ii) contain the agreement by the insurer that any loss thereunder shall be payable to Secured Party notwithstanding any action, inaction or breach of representation or warranty by Debtor, (iii) provide that there shall be no recourse against Secured Party for payment of premiums or other amounts with respect thereto, and (iv) provide that at least thirty (30) days prior written notice of cancellation or of lapse shall be given to Secured Party by the insurer. Debtor will, if requested by Secured Party, deliver to Secured Party original or duplicate policies of such insurance and, as often as Secured Party may reasonably request, a report of a reputable insurance broker with respect to such insurance. Debtor will also, at the request of Secured Party, duly execute and deliver instruments of assignment of such insurance policies and cause the respective insurers to acknowledge notice of such assignment.

All insurance payments in respect of loss of or damage to any Collateral shall be paid to Secured Party and applied as Secured Party in its sole discretion deems appropriate

5. Negative Covenants. Debtor will comply with the covenants contained in this Section 5 at all times during the period of time this Agreement is effective, unless Secured Party shall otherwise consent in writing.

(a) **Transfer or Encumbrance.** Debtor will not (i) sell, assign (by operation of law or otherwise), transfer, exchange, lease or otherwise dispose of any of the Collateral, (ii) grant a lien or security interest in or execute, authorize, file or record any financing statement or other security instrument with respect to the Collateral to any party other than Secured Party, or (iii) deliver actual or constructive possession of any of the Collateral to any party other than Secured Party, except for (A) sales and leases of inventory in the ordinary course of business, and (B) the sale or other disposal of any item of equipment which is worn out or obsolete and which has been replaced by an item of equal suitability and value, owned by Debtor and made subject to the security interest under this Agreement, but which is otherwise free and clear of any lien, security interest, encumbrance or adverse claim; provided, however, the exceptions permitted in clauses (A) and (B) above shall automatically terminate upon the occurrence of an Event of Default.

(b) **Impairment of Security Interest.** Debtor will not take or fail to take any action which would in any manner impair the value or enforceability of Secured Party's security interest in any Collateral

(c) **Possession of Collateral.** Debtor will not cause or permit the removal of any Collateral from its possession, control and risk of loss. If any Collateral is in the possession of a third party, Debtor will join with Secured Party in notifying the third party of Secured Party's security interest therein and obtaining an acknowledgment from the third party that it is holding the Collateral for the benefit of Secured Party.

(d) **Goods.** Debtor will not permit any Collateral which constitutes goods to at any time (i) be covered by any document except documents in the possession of the Secured Party, (ii) become so related to, attached to or used in connection with any particular real property so as to become a fixture upon such real property, or (iii) be installed in or affixed to other goods so as to become an accession to such other goods unless such other goods are subject to a perfected first priority security interest under this Agreement.

(e) **Compromise of Collateral.** Debtor will not adjust, settle, compromise, amend or modify any Collateral, except an adjustment, settlement, compromise, amendment or modification in good faith and in the ordinary course of business; provided, however, this exception shall automatically terminate upon the occurrence of an Event of Default or upon Secured Party's written request. Debtor shall provide to Secured Party such information concerning (i) any adjustment, settlement, compromise, amendment or modification of any Collateral, and (ii) any claim asserted by any account debtor for credit, allowance, adjustment, dispute, setoff or counterclaim, as Secured Party may request from time to time.

(f) **Financing Statement Filings.** Debtor recognizes that financing statements pertaining to the Collateral have been or may be filed in one or more of the following jurisdictions: the Surface Transportation Board, the location of Debtor's principal residence, the location of Debtor's place of business, the location of Debtor's chief executive office, or other such place as the Debtor may be "located" under the provisions of the Code; where Debtor maintains any Collateral, or has its records concerning any Collateral, as the case may be

Without limitation of any other covenant herein, Debtor will neither cause or permit any change in the location of (i) any Collateral, (ii) any records concerning any Collateral, or (iii) Debtor's principal residence, the location of Debtor's place of business, or the location of Debtor's chief executive office, as the case may be, to a jurisdiction other than as represented in Subsection 3(g), nor will Debtor change its name or the Organizational Information as represented in Subsection 3(g), unless Debtor shall have notified Secured Party in writing of such change at least thirty (30) days prior to the effective date of such change, and shall have first taken all action required by Secured Party for the purpose of further perfecting or protecting the security interest in favor of Secured Party in the Collateral. In any written notice furnished pursuant to this Subsection, Debtor will expressly state that the notice is required by this Agreement and contains facts that may require additional filings of financing statements or other notices for the purpose of continuing perfection of Secured Party's security interest in the Collateral

Without limiting Secured Party's rights hereunder, Debtor authorizes Secured Party to file financing statements and amendments thereto under the provisions of the Code as amended from time to time

(g) **Marking of Chattel Paper.** Debtor will not create any Chattel Paper without placing a legend on the Chattel Paper acceptable to Secured Party indicating that Secured Party has a security interest in the Chattel Paper

6. Rights of Secured Party. Secured Party shall have the rights contained in this Section 6 at all times during the period of time this Agreement is effective.

(a) **Additional Financing Statements Filings.** Debtor hereby authorizes Secured Party to file, without the signature of Debtor, one or more financing or continuation statements, and amendments thereto, relating to the Collateral. Debtor further agrees that a carbon, photographic or other reproduction of this Security Agreement or any financing statement describing any Collateral is sufficient as a financing statement and may be filed in any jurisdiction Secured Party may deem appropriate.

(b) **Power of Attorney.** Debtor hereby irrevocably appoints Secured Party as Debtor's attorney-in-fact, such power of attorney being coupled with an interest, with full authority in the place and stead of Debtor and in the name of Debtor or otherwise, after the occurrence of an uncured Event of Default, to take any action and to execute any instrument which Secured Party may deem necessary or appropriate to accomplish the purposes of this Agreement, including without limitation: (i) to obtain and adjust insurance required by Secured Party hereunder; (ii) to demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of the Collateral, (iii) to receive, endorse and collect any drafts or other instruments, documents and chattel paper in connection with clause (i) or (ii) above; and (iv) to file any claims or take any action or institute any proceedings which Secured Party may deem necessary or appropriate for the collection and/or preservation of the Collateral or otherwise to enforce the rights of Secured Party with respect to the Collateral

(c) **Performance by Secured Party.** If Debtor fails to perform any agreement or obligation provided herein, Secured Party may itself perform, or cause performance of, such agreement or obligation, and the expenses of Secured Party incurred in connection therewith shall be a part of the Indebtedness, secured by the Collateral and payable by Debtor on demand

(d) **Debtor's Receipt of Proceeds.** All amounts and proceeds (including instruments and writings) received by Debtor in respect of such accounts or general intangibles shall be received in trust for the benefit of Secured Party hereunder and, upon request of Secured Party, shall be segregated from other property of Debtor and shall be forthwith delivered to Secured Party in the same form as so received (with any necessary endorsement) and applied to the Indebtedness in such manner as Secured Party deems appropriate in its sole discretion.

(e) **Notification of Account Debtors.** After the occurrence of an uncured Event of Default, Secured Party may at its discretion notify any or all obligors under any accounts or general intangibles (i) of Secured Party's security interest in such accounts or general intangibles and direct such obligors to make payment of all amounts due or to become due to Debtor thereunder directly to Secured Party, and (ii) to verify the accounts or general intangibles with such obligors. Secured Party shall have the right, at the expense of Debtor, to enforce collection of any such accounts or general intangibles and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as Debtor.

7. **Events of Default.** Each of the following constitutes an "Event of Default" under this Agreement:

(a) **Default in Payment.** The failure, refusal or neglect of Obligor to make any payment of principal or interest on the Indebtedness, or any portion thereof, as the same shall become due and payable, or

(b) **Non-Performance of Covenants.** The failure of Obligor or any Obligated Party to timely and properly observe, keep or perform any covenant, agreement, warranty or condition required herein or in any of the other Loan Documents; or

(c) **Default Under other Loan Documents.** The occurrence of an event of default under any of the other Loan Documents; or

(d) **False Representation.** Any representation contained herein or in any of the other Loan Documents made by Obligor or any Obligated Party is false or misleading in any material respect; or

(e) **Default to Third Party.** The occurrence of any event which permits the acceleration of the maturity of any indebtedness owing by Obligor or any Obligated Party to any third party under any agreement or undertaking; or

(f) **Debtor's Bankruptcy or Insolvency.** If Obligor or any Obligated Party (i) becomes insolvent, or makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts as they become due, (ii) generally is not paying its debts as such debts become due; (iii) has a receiver, trustee or custodian appointed for, or take possession of, all or substantially all of the assets of such party or any of the Collateral, either in a proceeding brought by such party or in a proceeding brought against such party and such appointment is not discharged or such possession is not terminated within sixty (60) days after the effective date thereof or such party consents to or acquiesces in such appointment or possession; (iv) files a petition for relief under the United States Bankruptcy Code or any other present or future federal or state insolvency, bankruptcy or similar laws (all of the foregoing hereinafter collectively called "Applicable Bankruptcy Law") or an involuntary petition for relief is filed against such party under any Applicable Bankruptcy Law and such

involuntary petition is not dismissed within sixty (60) days after the filing thereof, or an order for relief naming such party is entered under any Applicable Bankruptcy Law, or any composition, rearrangement, extension, reorganization or other relief of debtors now or hereafter existing is requested or consented to by such party; (v) fails to have discharged within a period of sixty (60) days any attachment, sequestration or similar writ levied upon any property of such party; or (vi) fails to pay within thirty (30) days any final money judgment against such party

(g) **Execution on Collateral.** The Collateral or any portion thereof is taken on execution or other process of law in any action against Debtor; or

(h) **Abandonment.** Debtor abandons the Collateral or any portion thereof, or

(i) **Action by Other Lienholder.** The holder of any lien or security interest on any of the assets of Debtor, including without limitation, the Collateral (without hereby implying the consent of Secured Party to the existence or creation of any such lien or security interest on the Collateral), declares a default thereunder or institutes foreclosure or other proceedings for the enforcement of its remedies thereunder; or

(j) **Liquidation, Death and Related Events.** If Obligor or any Obligated Party is an entity, the liquidation, dissolution, merger or consolidation of any such entity or, if Obligor or any Obligated Party is an individual, the death or legal incapacity of any such individual, or

(k) **Search Report.** Secured Party shall receive at any time following the execution of this Agreement a search report indicating that Secured Party's security interest is not prior to all other security interests or other interests reflected in the report.

(l) **Swap Contract/ISDA Master Agreement.**

(i) Secured Party and Debtor are parties to that certain ISDA Master Agreement of even date herewith, the Schedule to the Master Agreement attached thereto and one or more confirmations issued in connection therewith (collectively, the "Master Agreement"), under the terms of which Secured Party and Debtor have entered into one or more of the following types of transactions: interest rate swap, cap, floor, collar or option.

(ii) Debtor hereby agrees that all of its obligations under the Master Agreement shall be part of the "Indebtedness," as that term is defined herein.

(iii) Debtor hereby agrees that (i) the occurrence of a Event of Default under this Agreement shall constitute an Event of Default (as that term is defined in the Master Agreement) under the Master Agreement, and (ii) the occurrence of an Event of Default under the Master Agreement shall constitute an Event of Default under this Agreement, and Secured Party shall thereafter have all rights and remedies following the occurrence of an Event of Default under both this Agreement and the Master Agreement.

8. **Remedies and Related Rights.** If an Event of Default shall have occurred, which, after notice from Secured Party, has not been cured within thirty (30) days from such notice, and without limiting any other rights and remedies provided herein, under any of the other Loan Documents or otherwise available to Secured Party, Secured Party may exercise one or more of the rights and remedies provided in this Section.

(a) Remedies. Secured Party may from time to time at its discretion, without limitation and without notice except as expressly provided in any of the Loan Documents

(i) exercise in respect of the Collateral all the rights and remedies of a secured party under the Code (whether or not the Code applies to the affected Collateral);

(ii) require Debtor to, and Debtor hereby agrees that it will at its expense and upon request of Secured Party, assemble the Collateral as directed by Secured Party and make it available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties;

(iii) reduce its claim to judgment or foreclose or otherwise enforce, in whole or in part, the security interest granted hereunder by any available judicial procedure;

(iv) sell or otherwise dispose of, at its office, on the premises of Debtor or elsewhere, the Collateral, as a unit or in parcels, by public or private proceedings, and by way of one or more contracts (it being agreed that the sale or other disposition of any part of the Collateral shall not exhaust Secured Party's power of sale, but sales or other dispositions may be made from time to time until all of the Collateral has been sold or disposed of or until the Indebtedness has been paid and performed in full), and at any such sale or other disposition it shall not be necessary to exhibit any of the Collateral;

(v) buy the Collateral, or any portion thereof, at any public sale;

(vi) buy the Collateral, or any portion thereof, at any private sale if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations;

(vii) apply for the appointment of a receiver for the Collateral, and Debtor hereby consents to any such appointment, and

(viii) at its option, retain the Collateral in satisfaction of the Indebtedness whenever the circumstances are such that Secured Party is entitled to do so under the Code or otherwise, to the full extent permitted by the Code, Secured Party shall be permitted to elect whether such retention shall be in full or partial satisfaction of the Indebtedness.

In the event Secured Party shall elect to sell the Collateral, Secured Party may sell the Collateral without giving any warranties as and shall be permitted to specifically disclaim any warranties of title or the like. Further, if Secured Party sells any of the Collateral on credit, Debtor will be credited only with payments actually made by the purchaser, received by Secured Party and applied to the Indebtedness. In the event the purchaser fails to pay for the Collateral, Secured Party may resell the Collateral and Debtor shall be credited with the proceeds of the sale. Debtor agrees that in the event Debtor or any Obligor is entitled to receive any notice under the Code, as it exists in the state governing any such notice, of the sale or other disposition of any Collateral, reasonable notice shall be deemed given when such notice is deposited in a depository receptacle under the care and custody of the United States Postal Service, postage prepaid, at such party's address set forth on the first page hereof, ten (10) days prior to the date of any public sale, or after which a private sale, of any of such Collateral is to be held. Secured Party shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Secured Party 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) **Application of Proceeds.** If any Event of Default shall have occurred, Secured Party may at its discretion apply or use any cash held by Secured Party as Collateral, and any cash proceeds received by Secured Party in respect of any sale or other disposition of, collection from, or other realization upon, all or any part of the Collateral as follows in such order and manner as Secured Party may elect:

(i) to the repayment or reimbursement of the reasonable costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by Secured Party in connection with (A) the administration of the Loan Documents, (B) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, the Collateral, and (C) the exercise or enforcement of any of the rights and remedies of Secured Party hereunder;

(ii) to the payment or other satisfaction of any liens and other encumbrances upon the Collateral;

(iii) to the satisfaction of the Indebtedness;

(iv) by holding such cash and proceeds as Collateral;

(v) to the payment of any other amounts required by applicable law (including without limitation, Section 9.615(a)(3) of the Code or any other applicable statutory provision); and

(vi) by delivery to Debtor or any other party lawfully entitled to receive such cash or proceeds whether by direction of a court of competent jurisdiction or otherwise.

(c) **Deficiency.** In the event that the proceeds of any sale of, collection from, or other realization upon, all or any part of the Collateral by Secured Party are insufficient to pay all amounts to which Secured Party is legally entitled, Obligor and any party who guaranteed or is otherwise obligated to pay all or any portion of the Indebtedness shall be liable for the deficiency, together with interest thereon as provided in the Loan Documents, to the full extent permitted by the Code

(d) **Non-Judicial Remedies.** In granting to Secured Party the power to enforce its rights hereunder without prior judicial process or judicial hearing, Debtor expressly waives, renounces and knowingly relinquishes any legal right which might otherwise require Secured Party to enforce its rights by judicial process. Debtor recognizes and concedes that non-judicial remedies are consistent with the usage of trade, are responsive to commercial necessity and are the result of a bargain at arm's length. Nothing herein is intended to prevent Secured Party or Debtor from resorting to judicial process at either party's option.

(e) **Other Recourse.** Debtor waives any right to require Secured Party to proceed against any third party, exhaust any Collateral or other security for the Indebtedness, or to have any third party joined with Debtor in any suit arising out of the Indebtedness or any of the Loan Documents, or pursue any other remedy available to Secured Party. Debtor further waives any and all notice of acceptance of this Agreement and of the creation, modification, rearrangement, renewal or extension of the Indebtedness. Debtor further waives any defense arising by reason of

any disability or other defense of any third party or by reason of the cessation from any cause whatsoever of the liability of any third party. Until all of the Indebtedness shall have been paid in full, Debtor shall have no right of subrogation and Debtor waives the right to enforce any remedy which Secured Party has or may hereafter have against any third party, and waives any benefit of and any right to participate in any other security whatsoever now or hereafter held by Secured Party. Debtor authorizes Secured Party, and without notice or demand and without any reservation of rights against Debtor and without affecting Debtor's liability hereunder or on the Indebtedness to (i) take or hold any other property of any type from any third party as security for the Indebtedness, and exchange, enforce, waive and release any or all of such other property, (ii) apply such other property and direct the order or manner of sale thereof as Secured Party may in its discretion determine, (iii) renew, extend, accelerate, modify, compromise, settle or release any of the Indebtedness or other security for the Indebtedness, (iv) waive, enforce or modify any of the provisions of any of the Loan Documents executed by any third party, and (v) release or substitute any third party

9 Indemnity. As provided in the Code, Debtor hereby indemnifies and agrees to hold harmless Secured Party, and its officers, directors, employees, agents and representatives (each an "Indemnified Person") from and against any and all liabilities, obligations, claims, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature (collectively, the "Claims") which may be imposed on, incurred by, or asserted against, any Indemnified Person arising in connection with the Loan Documents, the Indebtedness or the Collateral (including without limitation, the enforcement of the Loan Documents and the defense of any Indemnified Person's actions and/or inactions in connection with the Loan Documents). The indemnification provided for in this Section shall survive the termination of this Agreement and shall extend and continue to benefit each individual or entity who is or has at any time been an Indemnified Person hereunder.

10 Miscellaneous.

(a) **Entire Agreement.** This Agreement contains the entire agreement of Secured Party and Debtor with respect to the Collateral. If the parties hereto are parties to any prior agreement, either written or oral, relating to the Collateral, the terms of this Agreement shall amend and supersede the terms of such prior agreements as to transactions on or after the effective date of this Agreement, but all security agreements, financing statements, guaranties, other contracts and notices for the benefit of Secured Party shall continue in full force and effect to secure the Indebtedness unless Secured Party specifically releases its rights thereunder by separate release.

(b) **Amendment.** No modification, consent or amendment of any provision of this Agreement or any of the other Loan Documents shall be valid or effective unless the same is authenticated by the party against whom it is sought to be enforced, except to the extent of amendments specifically permitted by the Code without authentication by the Debtor or Obligor.

(c) **Actions by Secured Party.** The lien, security interest and other security rights of Secured Party hereunder shall not be impaired by (i) any renewal, extension, increase or modification with respect to the Indebtedness, (ii) any surrender, compromise, release, renewal, extension, exchange or substitution which Secured Party may grant with respect to the Collateral, or (iii) any release or indulgence granted to any endorser, guarantor or surety of the Indebtedness. The taking of additional security by Secured Party shall not release or impair the lien, security interest or other security rights of Secured Party hereunder or affect the obligations of Debtor hereunder.

(d) **Waiver by Secured Party.** Secured Party may waive any Event of Default without waiving any other prior or subsequent Event of Default. Secured Party may remedy any default without waiving the Event of Default remedied. Neither the failure by Secured Party to exercise, nor the delay by Secured Party in exercising, any right or remedy upon any Event of Default shall be construed as a waiver of such Event of Default or as a waiver of the right to exercise any such right or remedy at a later date. No single or partial exercise by Secured Party of any right or remedy hereunder shall exhaust the same or shall preclude any other or further exercise thereof, and every such right or remedy hereunder may be exercised at any time. No waiver of any provision hereof or consent to any departure by Debtor therefrom shall be effective unless the same shall be in writing and signed by Secured Party and then such waiver or consent shall be effective only in the specific instances, for the purpose for which given and to the extent therein specified. No notice to or demand on Debtor in any case shall of itself entitle Debtor to any other or further notice or demand in similar or other circumstances.

(c) **Costs and Expenses.** Debtor will upon demand pay to Secured Party the amount of any and all costs and expenses (including without limitation, attorneys' fees and expenses), which Secured Party may incur in connection with (i) the transactions which give rise to the Loan Documents, (ii) the preparation of this Agreement and the perfection and preservation of the security interests granted under the Loan Documents, (iii) the administration of the Loan Documents, (iv) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, the Collateral, (v) the exercise or enforcement of any of the rights of Secured Party under the Loan Documents, or (vi) the failure by Debtor to perform or observe any of the provisions hereof.

(f) **Governing Law.** **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND APPLICABLE FEDERAL LAWS, EXCEPT TO THE EXTENT PERFECTION AND THE EFFECT OF PERFECTION OR NON-PERFECTION OF THE SECURITY INTEREST GRANTED HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL, ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF TEXAS.**

(g) **Venue.** This Agreement has been entered into in the county in Texas where Secured Party's address for notice purposes is located, and it shall be performable for all purposes in such county. Courts within the State of Texas shall have jurisdiction over any and all disputes arising under or pertaining to this Agreement and venue for any such disputes shall be in the county or judicial district where this Agreement has been executed and delivered.

(h) **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision held to be illegal, invalid or unenforceable.

(i) **No Obligation.** Nothing contained herein shall be construed as an obligation on the part of Secured Party to extend or continue to extend credit to Obligor.

(j) **Notices.** All notices, requests, demands or other communications required or permitted to be given pursuant to this Agreement shall be in writing and given by (i) personal delivery, (ii) expedited delivery service with proof of delivery, or (iii) United States mail, postage prepaid, registered or certified mail, return receipt requested, sent to the intended addressee at the address set forth on the first page hereof or to such different address as the addressee shall have

designated by written notice sent pursuant to the terms hereof and shall be deemed to have been received either, in the case of personal delivery, at the time of personal delivery, in the case of expedited delivery service, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of mail, upon deposit in a depository receptacle under the care and custody of the United States Postal Service. Either party shall have the right to change its address for notice hereunder to any other location within the continental United States by notice to the other party of such new address at least thirty (30) days prior to the effective date of such new address.

(k) **Binding Effect and Assignment.** This Agreement (i) creates a continuing security interest in the Collateral, (ii) shall be binding on Debtor and the heirs, executors, administrators, personal representatives, successors and assigns of Debtor, and (iii) shall inure to the benefit of Secured Party and its successors and assigns. Without limiting the generality of the foregoing, Secured Party may pledge, assign or otherwise transfer the Indebtedness and its rights under this Agreement and any of the other Loan Documents to any other party. Debtor's rights and obligations hereunder may not be assigned or otherwise transferred without the prior written consent of Secured Party.

(l) **Cumulative Rights.** All rights and remedies of Secured Party hereunder are cumulative of each other and of every other right or remedy which Secured Party may otherwise have at law or in equity or under any of the other Loan Documents, and the exercise of one or more of such rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of any other rights or remedies. Further, except as specifically noted as a waiver herein, no provision of this Agreement is intended by the parties to this Agreement to waive any rights, benefits or protection afforded to Secured Party under the Code.

(m) **Gender and Number.** Within this Agreement, words of any gender shall be held and construed to include the other gender, and words in the singular number shall be held and construed to include the plural and words in the plural number shall be held and construed to include the singular, unless in each instance the context requires otherwise.

(n) **Descriptive Headings.** The headings in this Agreement are for convenience only and shall in no way enlarge, limit or define the scope or meaning of the various and several provisions hereof.

(Signatures Appear on the Following Page)

Signature Page – Security Agreement

DEBTOR:

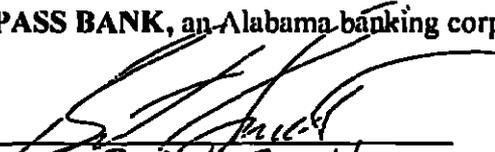
RIO GRANDE CHEMICAL, LTD.,
a Texas limited partnership

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: Vice President

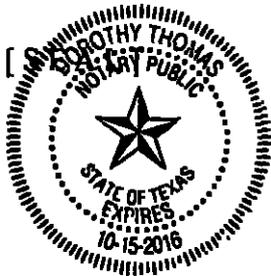
(Acknowledgments Appear on Following Page)

THE STATE OF TEXAS

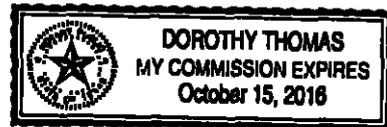
COUNTY OF Hidalgo

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This instrument was acknowledged before me this 13th day of Dec., 2012, 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

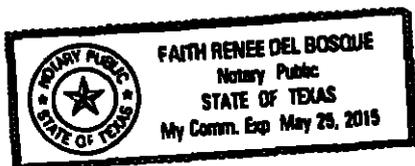
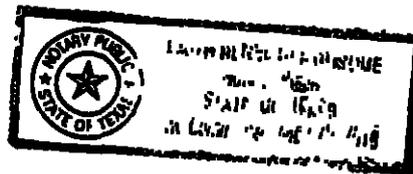
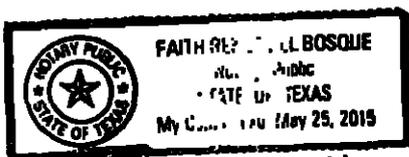
COUNTY OF Hidalgo

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This instrument was acknowledged before me this 14th day of December, 2012, by Brent Smith, Vice President of Compass Bank, an Alabama banking corporation, on behalf of said corporation.

[SEAL]

[Signature]
Notary Public, State of Texas



**SCHEDULE 1
TO
SECURITY AGREEMENT
DATED DECEMBER 13, 2012
BY AND BETWEEN**

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

and

COMPASS BANK

1. **Ninety Nine (99) Covered Hopper Railcars, car mark and numbers RGCX 982 to RGCX 1082
(excluding railcars with numbers RGCX 986 and RGCX 1068)**

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

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

and

COMPASS BANK

1. Railcar Net Lease Agreement, dated April 21, 1997 with Exhibit A-Rider No. 6 (attached hereto as Schedule 2-1) (but only as it applies to the 99 railcars marked RGCX 982 to RGCX 1082, excluding railcars with numbers RGCX 986 and RGCX 1068), by and between Rio Grande Chemical, Ltd., a Texas limited partnership (formerly known as Rio Grande Chemical Sales Company) (Lessor) and Cementos Apasco, S A de C.V., a Mexican mercantile corporation (Lessee) and proceeds thereof (including, but not limited to, any renewals, extensions and modifications of the foregoing described Railcar Net Lease Agreement, and any new lease agreements executed by Debtor and applicable to the foregoing described railcars)

RAILCAR NET LEASE AGREEMENT

C22 1

This AGREEMENT, dated April 21, 1997, is entered into by and between RIO GRANDE CHEMICAL SALES COMPANY, a Texas corporation having an office at 901 Lindberg Street, McAllen, Texas 78502 (hereinafter called "RGC"), and CEMENTOS APASCO, S. A. de C. V., a Mexican mercantile corporation, having an office at Campos Elisacos 345, Piso 17, 11550 Mexico, D. F., Mexico (hereinafter called "Lessee").

WITNESSETH:

1. Railcars Covered by Agreement. RGC agrees to furnish and lease to Lessee, and Lessee agrees to accept and use, upon the terms and conditions set forth herein, the Cars described on the rider(s) attached hereto and such additional riders as may be added hereto from time to time by agreement of the parties any and all other Cars delivered to and accepted by Lessee (collectively called the "Cars"). Each rider shall be in the form of Exhibit A attached hereto and shall set forth a description of the Cars, the number of Cars of each type, the specific Car marks and numbers as registered with the Association of American Railroads ("AAR"), the period for which the Cars will be leased (the "Term"), the rental charge per Car per period, the specific commodity or freight to be carried therein, any specific restrictions on use, the delivery location, the return location and other pertinent information that may be desired by both parties. All Cars leased pursuant to such rider(s), or otherwise delivered to and accepted by Lessee, are and shall be subject to the terms and conditions of this Agreement and any riders hereto. This agreement and any and all riders hereto are herein collectively called the "Agreement".

2. Net Lease. This Agreement is a net lease. Lessee's obligation to pay all rent and other amounts payable hereunder, to maintain the Cars pursuant to paragraph 8 hereof and insure the Cars pursuant to paragraph 20 hereof, shall be absolute and unconditional under any and all circumstances.

3. Delivery, Inspection and Acceptance. RGC agrees to deliver the Cars to Lessee at the point(s) in the United States designated in the applicable rider hereto or as otherwise mutually agreed by RGC and Lessee. RGC shall have no liability or obligation to Lessee for any delay in delivery resulting from causes beyond RGC's control. Each of the Cars shall be subject to an inspection by Lessee upon delivery. The condition of each Car will be evidenced by completion of an inspection and acceptance form in the form of Exhibit B attached hereto. Lessee agrees to accept each such Car on such delivery date or to immediately notify RGC of the nature and extent of any material defect that causes any Car to be reasonably deemed by the Lessee as unfit for use by Lessee. Execution by Lessee of any inspection and acceptance form showing a Car to be free of material defects shall constitute acceptance thereof by Lessee. If no such inspection and acceptance form shall have been so executed, then the loading of any Car so delivered, or the placing of such Car into interchange service by the Lessee or at its direction, or the failure by Lessee to report any material defect in a Car within ten (10) calendar days of delivery, shall be deemed to constitute acceptance thereof by Lessee as of the date of delivery. If Lessee is unable to accept delivery of a Car or to inspect such Car because of the inability of Lessee's plant or loading facility to accept such Car, for whatever reason, any storage or other charges incurred in connection with such Car shall be for Lessee's account.

4. Payment of Rent. Lessee's obligation to pay RGC rent and any other amounts required under this Agreement or any rider hereto for any Car shall commence on the date of acceptance by Lessee of such Car and shall continue in all events until the end of the Term for such Car as set forth in the applicable rider hereto, or until the obligation to pay the same shall be determined pursuant to paragraphs 9 or 22 hereof, and, in any case, until the Cars have been returned to the possession of RGC pursuant to, and in the condition required by, paragraphs 10 and 14 hereof. Lessee agrees to pay rent and other amounts due in accordance with the terms of this Agreement and any rider hereto. Lessee shall not be entitled to any abatement or reduction of, or set off against, rent or any other amounts payable hereunder including, but not limited to, abatements, reductions or set offs arising from any claims of Lessee against RGC, under this Agreement or otherwise, or against any other party. Such amounts shall be paid to RGC in United States funds, monthly in advance on the first day of each month, and shall be prorated for any period for any Car that is leased for less than a full calendar month. Such payments shall be remitted to RGC by wire transfer in accordance with instructions indicated on the applicable rider or, in the absence of such instructions, by check payable to RGC via express parcel courier to: RIO GRANDE CHEMICAL, 901 Lindberg, McAllen, Texas 78502, or pursuant to such other instructions as RGC shall from time to time direct in writing.

5. Use of Cars. Lessee agrees (i) to use the Cars exclusively in its own service,

Initial: RGC Lessee

Schedule 2-1

except as part of normal interchange service or as hereinafter provided; (ii) to use the Cars only to carry the commodities described in the rider relating to such Cars; (iii) to use the Cars in accordance with all laws and with industry standards and in accordance with the rules and regulations of the U. S. Department of Transportation ("DOT"), AAR and the Federal Railroad Administration ("FRA") or any successor organizations and the corresponding laws, regulations and rules in force in Mexico; (iv) to ensure that none of the Cars is loaded in excess of the load limit stenciled on each of the Cars; and (v) that none of the Cars shall be shipped beyond the boundaries of the United States or Mexico except with the prior written consent of RGC; and (vi) over 30,000 (THIRTY THOUSAND) miles (loaded and empty) in any calendar year. Furthermore, Lessee shall be solely responsible and pay any and all duties, transmittal fees, customs brokers charges, taxes or other fees of any sort relating to the permanent or temporary importation or exportation of the Cars between the United States and Mexico. Lessee may not sublease the Cars or permit the use of the Cars in any manner so as to cause RGC to lose any deductions, credits or other benefits of ownership thereof under the Internal Revenue Code of 1986, as amended, (the "Code").

6. **Record of Movements.** Lessee agrees to keep accurate and timely records pertaining to the movements of the Cars, and, upon the request of RGC, from time to time, to promptly provide to RGC, subject to any applicable STB Service Transportation Board ("STB") restrictions on release of such information, complete reports of the Car movements, including but not limited to dates received, loaded and shipped, commodity or freight loaded, destination, and all other Car movement information or documents which Lessee may originate or receive from railroad companies or other sources which RGC may reasonably request.

7. **Taxes and Charges:** RGC shall be solely responsible for the payment of U. S. Federal income taxes assessed against it for any rental or casualty payment received under this Agreement. Lessee shall pay in a timely manner, without any set-off or reduction against the rent or other amounts owed RGC and indemnify and hold RGC harmless from: (i) any value added tax relating to the importation of the Cars and/or value added tax relating to the rental payments, income taxes on non-residents in Mexico and all other taxes (withholding or otherwise), including but not limited to any ad valorem or property taxes imposed by the United States, Canada, Mexico, or any other country, or any state or province thereof, or any governmental or administrative subdivision thereof, and any sales, lease, use, gross receipts, franchise or single business taxes, and (ii) any and all other charges, license fees, assessments, fines, levies, imposts, duties, transmittal fees, customs brokers charges, tariffs, customs duties, switching charges, mileage equalization charges, empty movement charges, track storage, detention or demurrage charges arising from change in law or otherwise, including penalties and interest thereon, levied or imposed by any domestic or foreign, federal, state or local government or taxing authority, railroad or other agency, imposed upon, or with respect to, either the Cars, the Agreement, Lessee or RGC in connection with this Agreement. Lessee shall be under no obligation to pay any such taxes or other charges so long as Lessee is contesting in good faith and by appropriate legal proceedings imposition of such taxes or other charges and the non-payment thereof does not or will not, in the reasonable opinion of RGC, adversely affect any title or property rights of RGC hereunder in or to the rent or other sums payable under the Agreement or in or to any Car, or diminish the value thereof. For the purpose of this paragraph the railroad mileage and junction reports shall be prima facie evidence of the facts reported therein. Lessee agrees to promptly reimburse RGC for any of the foregoing paid by RGC.

8. **Maintenance and Repair of Cars.** Lessee shall, at its own expense and risk, maintain and repair the Cars throughout the term in good and fully serviceably condition, suitable for unrestricted revenue service and interchange, and in accordance with all applicable laws, rules and regulations for the DOT, FRA, AAR and any and all other United States, Mexican or other organizations or their successors with authority or jurisdiction over the operation of Cars in the geographic areas in which, or thorough which, the Cars operate or travel. Lessee shall promptly notify RGC upon receipt by Lessee of knowledge that any of the Cars have been classified as "heavy bad order" or any equivalent classification, and of any substantial damage to any of the Cars. Lessee shall make all governmental filings required as a result of any repair or modification to any Car.

9. **Casualty.** In the event any Car is irreparably damaged or destroyed or is out of service due to the loss of damage to or condition of the Car for more than sixty (60) calendar days, Lessee shall pay to RGC, on the next following rent payment date, an amount equal to the greater of (i) casualty value of such Cars as set forth in the Casualty Loss Schedule attached to the applicable rider hereto, and (ii) that amount that would be calculated assuming that Rule 107 of the AAR, or any successor rule

Initial:


RGC

Lessee




adopted by the AAR or any successor organization, in effect as of the date such Car is removed from service, is applicable. Rent in respect to any such Car will continue until all amounts due and payable to RGC in respect of such Car are received by RGC. Without limiting the obligation of Lessee to pay in full the amount required by the first sentence of this paragraph 9, RGC shall have the right, but shall not be obligated, to substitute for any such Car another Car of the same type and capacity and the rent in respect to such substituted Car shall commence upon delivery of such substituted Car to Lessee. This Agreement shall not terminate nor shall the respective obligations of Lessee to RGC be otherwise affected by reason of (i) any defect in or damage to, any of the Cars from any cause; (ii) the taking or requisitioning of the Cars by condemnation or otherwise; (iii) the lawful prohibition of Lessee's use of the Cars; or (iv) the interference with such use by any person, other than RGC, when Lessee is not in default hereunder, the foregoing, or any present or future law to the contrary notwithstanding. To the extent permitted by applicable law, Lessee hereby waives any and all rights which it may now have or which at any time hereafter may be conferred upon it, by statute or otherwise, to terminate, cancel, quit or surrender the lease of Any Car except in accordance with the express terms hereof.

10. **Car Interior Care and Maintenance.** Lessee agrees that it will, at its own expense, expressly in addition to its obligations to maintain the Cars under this Agreement or any rider hereto, maintain the interior of the Cars in a condition at least as good as when delivered to and accepted by Lessee, ordinary wear and tear excepted, so long as such wear and tear is caused by use for which such Car was designed, and in any case, free of perforation from corrosion, erosion or other damage. Lessee will not make any material change in the interior of any Car without the prior written consent of RGC, which consent shall specify the return conditions for such Car. In the event such consent is granted, the modification of any interior in any Car is to be performed by and at the sole expense and risk of Lessee, unless otherwise specifically provided for in the applicable rider or in such consent.

11. **Modifications to Cars.** Lessee agrees that it will not make any modifications to any of the Cars without the prior written consent of RGC. In the event that any governmental agency or non-governmental organization having jurisdiction over the operation, safety or use of railroad equipment requires that any addition, removal, modification, replacement or adjustment be made to any of the Cars in order to qualify them for operation in railroad interchange service (hereinafter "Modifications"), Lessee agrees to pay all costs or expenses required to make any such Modifications. Any parts or items added, whether as replacements or additions or Modifications, shall be considered accessions to the Cars and title thereto shall be immediately vested in RGC at no cost or expense to RGC, and shall remain on and not be removed from the Cars upon the return of the Cars to RGC at lease termination, except as pursuant to paragraph 14 hereof.

12. **Markings on Cars.** Upon delivery to Lessee, the Cars will bear reporting marks and car numbers as detailed in the applicable rider to this Agreement and as registered with the AAR. Lessee shall ensure that the Cars remain so marked throughout the term of this Agreement. No lettering or marking of any kind shall be placed upon or removed from any of the Cars by Lessee without prior written notice to RGC, except as directed by RGC or as mandated under requirements of the FRA, DOT, the AAR or other governmental agency. In the event of any such applicable change, Lessee will immediately notify RGC in writing prior to effecting such change, and, if requested to do so by RGC, Lessee will file a statement of new car numbers or otherwise arrange for the re-registration of the Cars as required by any governmental or non-governmental agency or organization in order to maintain the existing registration of the Cars and in order to protect RGC's title and interest in and to the Cars and in and to the Agreement. Any such allowed changes in or of lettering or markings on a Car shall be performed at the expense of Lessee.

13. **Inspections.** RGC or its designated agent shall have the right, from time to time, to inspect the Cars and Lessee's records and books with respect to the Cars at any reasonable time. Lessee agrees to assist RGC in performing any such inspection to the extent such assistance does not materially interfere with Lessee's operations.

14. **Return of Cars.** Except as otherwise set forth in the applicable rider with respect to any Car, upon termination of the Agreement with respect to any Car, Lessee agrees, at its sole expense and risk, to store such Car for such reasonable period of time as RGC shall request, and, at the Lessee's sole expense and risk to promptly redeliver such Car to RGC Delivery Duties Paid (DDP) at such interchange points within the continental United States as RGC may reasonably specify. Each Car shall be subject to RGC's inspection and acceptance upon redelivery. Each Car shall be in conformance

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with the applicable requirements of the AAR, FRA, DOT or any successor organizations, and shall be in at least as good condition as when delivered to Lessee, ordinary wear and tear excepted, including but not limited to (i) having fully functional and wind/water/commodity tight hatches, doors and outlets; (ii) being free from all charges and liens that Lessee is required to discharge pursuant to paragraph 15 hereof; and (iii) being free from all accumulation or deposits, whether from commodities transported in or on the Cars while in the service of Lessee or otherwise. In addition, Lessee shall at its own expense and risk, at the sole discretion of RGC, remove any structural members, bulkheads or any other load carrying or containing devices installed on or attached to any of the Cars by Lessee, repair any damage caused by such removal, and restore such Cars to the same configuration as when originally delivered to Lessee. For each day any Car shall not have been so returned to RGC, or for each day any Car so returned is not in such required condition, Lessee's obligation to pay rent and any other amounts under this Agreement or riders hereto will continue beyond the termination date in an amount equal to the greater of (i) its then fair market rental for such Car as reasonably determined by RGC or (ii) 125% of the rental for such Car indicated in the applicable rider, until Lessee shall so return and/or repair or clean any such Car, or reimburse RGC for any expenses incurred in repairing or cleaning any such Car. For all purposes of this Agreement, no Car shall be deemed to have been returned to RGC's possession until all of Lessee's obligations herein pertaining to such Car have been performed.

15. **Liens on the Equipment.** Lessee shall pay or satisfy and discharge any and all liens or charges that may be levied against or imposed upon any Car, and any and all claims which, if unpaid, might constitute or become a lien or a charge upon any Car, except for any lien which (i) results from an affirmative act of RGC to create a lien, which act is neither consented to by Lessee nor created in connection with a Default (as hereinafter defined), or (ii) results from claims against RGC not related or connected to the ownership, leasing, use or operation of any of the Cars or its status as lessor under this Agreement. Lessee shall not be required to pay or discharge any such claims so long as it shall, in good faith and by appropriate legal proceedings, contest the validity thereof in any reasonable manner which will not, in the reasonable opinion of RGC, adversely affect or endanger the title or interest of RGC herein or in and to the Cars, or diminish the value of the Cars. Lessee's obligations under this paragraph 15 shall survive the termination of this Agreement.

16. **Limitations on Lessee's Interest.** No right, title or interest in any of the Cars shall vest in Lessee by reason of this Agreement or by reason of the delivery to or use by Lessee of the Cars, except the right to use the Cars in accordance with the terms of this Agreement. Lessee shall make no sublease, transfer, assignment or pledge of its interest under this Agreement in and to the Cars without RGC's prior written consent, provided, however, that notwithstanding any such sublease, Lessee shall continue to remain liable to RGC, as principal and not as surety, under all terms and conditions of this Agreement and any riders hereto.

17. **Loss of or Damage to Commodities or Freight.** RGC shall not be liable for any loss or damage to any commodity or freight of any kind, or any part thereof, loaded or shipped in or on the Cars. Lessee agrees to assume responsibility for, and any liability arising from, any such loss or damage, and further agrees to indemnify RGC against, and hold RGC harmless from claims for any such loss or damage.

18. **Indemnification.** Lessee agrees to indemnify and hold RGC harmless from and against any loss, liability, claim, cost, damage or expense (including attorneys' fees) arising out of or in connection with the possession, leasing, subleasing, storage, use or return of any Car from the date of acceptance by Lessee to the date of return and acceptance by RGC, excepting, however, any loss, liability, claim, cost, damage or expense that is attributable to the gross negligence or wilful misconduct of RGC, its agents or employees.

19. **Late Payment.** Lessee shall pay interest on any rent payment or other amount owed to RGC not received by RGC within five business days of the required due date. Interest on any such late payment will accrue from and including the due date until the date received by RGC at an interest rate of twelve percent (12%) per annum, or the highest rate allowed by law, whichever is lower.

20. **Insurance.** Lessee shall, at its own expense, and at all times during the Term and any storage period applicable hereunder, insure and keep insured each Car, against (i) general liability, including evacuation expense and pollution clean-up expense, and (ii) property damage in an amount at least equal to the casualty value of the Cars, as set forth in the casualty value schedule appended to the applicable rider. Such

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Insurance shall be in effect from the time the Car is delivered to Lessee to the time the Car is returned to and accepted by RGC. Such insurance shall be in force and placed with insurers acceptable to RGC. Self-insurance shall be acceptable at levels commensurate with the Lessee's financial capacity to retain such exposure and as is consistent with standard market practice, both as are reasonably determined by RGC, and provided Lessee delivers to RGC satisfactory documentation certifying such self-insurance. Lessee shall maintain minimum general liability limits of twenty-five million dollars (\$25,000,000.00), unless greater limits are carried by Lessee, which shall then become the required minimum limit under this Agreement. All insurance shall provide for thirty (30) calendar days prior written notice to RGC of cancellation or of material change with respect to coverage, deductibles, limits, conditions or exclusions.

Insurers shall agree to waive all rights of subrogation against RGC. Insurance shall be primary without right of contribution and shall operate in the same manner as if a separate policy covers each additional insured. The insurance shall not be invalidated by any act or omission of Lessee, its affiliates, employees, officers, directors, or agents, regardless of any breach or violation by Lessee of any warranty, declaration or condition contained in such policies. Lessee further agrees to name RGC as additional insured and loss payee on such insurance policies for such Cars, and, from time to time during the Term, upon request, to provide satisfactory evidence of compliance with this paragraph including delivery of copies of insurance policies.

21. **Default.** Each of the following shall be a Default under this Agreement: Lessee (i) fails to pay when due any rent or other amount required to be paid under this Agreement or any rider hereto; or (ii) fails to perform any of its obligations under this Agreement or any rider hereto; or (iii) is in default of any of the material terms and conditions of any other lease or other financial obligation of Lessee; or (iv) is insolvent or makes an assignment for the benefit of creditors, or a trustee or a receiver is appointed for Lessee or for a substantial part of its assets, or a petition in bankruptcy or for reorganization or a similar proceeding is filed by or against Lessee; or (v) assigns this Agreement or Subleases the Cars (other than as specifically permitted hereby); or (vi) makes or made any material misrepresentation to RGC in connection with this Agreement.

22. **Remedies.** Upon the occurrence of a Default and at any time thereafter so long as the Default is continuing, RGC may, in its sole discretion, do any one or more of the following with respect to any or all of the Cars subject to this Agreement or riders hereto: (i) demand immediate payment of the total amount of the unpaid rent and other payments then due and, in addition, as liquidated damages and not as a penalty, at RGC's sole discretion, either (a) the present value, discounted at 6% per annum, or the remaining rents and other amounts to become due under this Agreement and any riders hereto throughout the remaining Term thereof, less the fair rental value thereof (or upon the releasing of the Cars to a new lessee, the rentals payable as a result thereof with respect to the remaining Term) for such remaining term, after deduction of reasonable expenses, discounted at 6% per annum or (b) the amount by which the then casualty value as of the date of Default, as set forth on the applicable rider hereto exceeds the fair market value (less reasonable expenses) thereof, or, (upon any sale) the net sales proceeds (less reasonable expenses) received by RGC; and/or (ii) demand the return of any or all of the Cars in accordance with paragraphs 10 and 14 hereof; and/or (iii) take possession of any or all of the Cars, without demand or notice, without court order or other processes of law and without liability for any damages occasioned by the taking of possession; and/or (iv) upon notice to Lessee, terminate this Agreement and/or any riders hereto as to any or all of the Cars subject thereto; and/or (v) exercise any other right or remedy available to RGC under applicable law. In the event of any such Default, Lessee shall provide free storage of any Cars subject to this Agreement or any riders hereto until such Cars are re-leased or sold, and shall, at the direction of RGC, promptly deliver the Cars, at Lessee's expense and risk, to RGC or its designee at such locations as RGC shall designate, and shall pay RGC for all costs and expenses, including attorneys' fees and court costs, incurred by RGC in exercising any of RGC's rights or remedies hereunder or in enforcing any of the provisions of this Agreement or any riders hereto. No remedy referred to in this Agreement is intended to be exclusive, but each shall be in addition to any other remedy referred to or otherwise available to RGC.

23. **Sale or Assignment.** Lessee agrees that, without Lessee's consent, RGC may sell, assign or pledge RGC's interest in the Cars and/or this Agreement and/or any riders hereto, in whole or in part, to any person, firm, partnership or corporation (an "Assignee"), at RGC's sole discretion, subject to the interests of Lessee arising from this Agreement and any riders hereto, and that all of the rights of RGC provided for herein may be enforced without limitation by the Assignee(s). Lessee may not, without RGC's prior written consent, sell, assign or pledge Lessee's leasehold interest in the

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Cars and/or this Agreement and/or any riders hereto, in whole or in part, to any person, firm, partnership or corporation.

24. **Waiver of Warranties and Representations.** RGC HEREBY MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING BUT NOT LIMITED TO THE DESIGN, CONDITION, COMPLIANCE WITH LAW OR SPECIFICATIONS, OPERATION, MERCHANTABILITY, SUITABILITY, QUALITY, FITNESS FOR A PARTICULAR USE OR SERVICE OR ANY OTHER MATTER CONCERNING THE CARS OR ANY PART THEREOF. LESSEE HEREBY WAIVES ANY CLAIM IT MIGHT HAVE AGAINST RGC, ITS SUBSIDIARIES, SUCCESSORS OR ASSIGNS FOR ANY CLAIMS CAUSED BY THE CARS OR ANY DEFECT THEREIN OR THE OPERATION, MAINTENANCE OR REPAIR THEREOF. IT IS FURTHER AGREED THAT RGC SHALL HAVE NO LIABILITY TO LESSEE, LESSEE'S CUSTOMERS, OR ANY THIRD PARTIES FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR ANY DAMAGES BASED ON STRICT OR ABSOLUTE TORT LIABILITY ARISING OUT OF THIS AGREEMENT OR ANY RIDER HERETO, OR WITH RESPECT TO THE USE, OPERATION, LEASING OR SUBLEASING OF THE CARS OR ANY PART THEREOF. LESSEE EXPRESSLY ACKNOWLEDGES THAT IT LEASES THE CARS "AS-IS".

25. **Financial Statements.** Lessee agrees to provide to RGC, in a timely manner, audited financial statements for itself and its ultimate legal parent (if any) on an annual basis, and unaudited financial statements on a quarterly basis, and such other financial reports as RGC may from time to time request throughout the term.

26. **UCC AND STB Filings.** Upon the request of RGC, Lessee will execute a memorandum of this Agreement and/or any rider or amendment hereto in form appropriate for filing with the UCC, STB or any other governmental department or agency or non-governmental organization. RGC, at its discretion, may file and record this Agreement and/or any rider or amendment hereto and/or any such memorandum with the STB or other department or organization, domestic or foreign.

27. **Non-Waiver.** Neither the failure nor the delay of RGC to enforce any provision of this Agreement or any rider hereto or to prosecute any Default shall be considered as a waiver of that provision or affect the right of RGC to enforce such provision or any other provision hereof.

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28. Jurisdiction.

RGC AND LESSEE AGREE THAT THIS AGREEMENT MUST BE INTERPRETED IN ACCORDANCE WITH THE APPLICABLE COMMERCIAL LAWS OF MEXICO, IN FORCE AT THE TIME LITIGATION IS INITIATED, AND, FURTHERMORE, RGC AND LESSEE AGREE TO SUBMIT THEMSELVES TO THE TRIBUNALS WITH JURISDICTION OVER THE FEDERAL DISTRICT OF MEXICO, RENOUNCING ANY OTHER LAW OR FORUM THAT MAY CORRESPOND BY REASON OF DOMICILE OR ANY OTHER JURISDICTIONAL POINT OF CONNECTION.

29. Recognition of Title. Lessee recognizes that RGC is the sole, absolute owner of the Cars, subject only to the terms of Paragraph 15 hereof. At anytime, RGC may request that Lessee execute a recognition of title or similar document before a Notary Public in Mexico, which will certify that Lessee recognizes that RGC is the sole, absolute owner of the Cars. Lessee's failure to execute such recognition of title or similar document will constitute a default, in accordance with the terms of Paragraph 21 hereof. RGC may record the recognition of title or similar document at any and all public registries in Mexico or elsewhere.

30. Lessee's Representations and Warranties. Lessee hereby represents and warrants that: (i) Lessee is a corporation duly organized, validly existing and in good standing under the laws of the Republic of Mexico and is duly qualified to do business and is in good standing as a foreign corporation in each jurisdiction wherein the failure to so qualify could have a material adverse effect on the business or financial condition of Lessee; (ii) Lessee has full power and authority to execute, deliver and perform this Agreement and all related documents or instruments and to own or lease its properties and to carry on its business as now conducted and as contemplated by this Agreement; (iii) this Agreement and all related documents or instruments have been duly authorized, executed and delivered by Lessee and constitute the legal, valid and binding obligations of Lessee enforceable against it in accordance with the terms hereof and thereof; (iv) no authorization, consent or approval of, notice to or filing with any governmental authority is required for this Agreement and all related documents or instruments or for the acceptance, use or maintenance of the Cars; and (v) neither the execution, delivery or performance by Lessee of this Agreement or any related document or instrument, nor compliance with the terms and provisions thereof, conflicts or will conflict with or will result in a breach or violation of any of the terms, conditions or provisions of any law, governmental rule or regulation or the charter documents, as amended, or by laws, as amended, of Lessee or any order, writ, injunction or decree of any court or governmental authority against Lessee or by which it is bound or of any financial, credit or other agreement to which it is a party.

31. Miscellaneous. This Agreement and any riders hereto shall be binding upon, and shall constitute the complete agreements between, RGC and Lessee concerning the subject matter hereof, and may be amended or modified only in a writing lawfully executed by them. Any provision of this Agreement or any rider hereto determined to be unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof or thereof.

32. Notice. All notices under this Agreement shall be in writing or by a telecommunications device capable of creating a written record, and any such notice shall become effective (a) upon personal delivery thereof, including, without limitation, by overnight mail and courier service, or (b) in the case of notice by such a telecommunications device, when properly transmitted, addressed to each party at the following addresses or to such other address as the party to whom the same is intended shall specify in conformity with the foregoing:

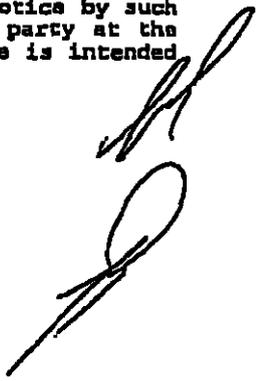
If to RGC:
Rio Grande Chemical
901 Lindberg Street
McAllen, Texas 78501
Attention: Paul G. Vaale, Jr.
Fax No. 210-686-2223

With a copy to:
Cacheaux, Cavazos, Newton, Martin & Cukjati, L.L.P.
333 Convent Street
San Antonio, Texas 78205
Fax No. 210-222-2453
Attention: Rene Cacheaux or Joseph B. Newton, Esq.

If to Lessee:

Initials:


ROC


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Cementos Apasco, S. A. de C. V.
Division Centro
Campos Eliseos 345, Piso 17
11550 Mexico, D. F.
Mexico
Fax No. 011-52-5-202-6568
Attention: Ing. Ignacio Navarro

33. Recognition of Debt: Upon execution of this Agreement, the Lessee shall execute a Recognition of Debt acceptable to RGC. RGC shall only enforce the Recognition of Debt in the event Lessee commits a default under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first above written.

RIO GRANDE CHEMICAL

CEMENTOS APASCO, S. A. de C. V.

By: [Signature]
Name: Paul G. Veale, Jr.
Title: President

By: [Signature]
Name: LOUIS BALDANTO DIAZ BARRIGA DEL VALLE
Title: DIRECTOR DE LOGISTICA Y DISTRIBUCION

By: [Signature]
Name: GONZALO GONZALEZ
Title: DIRECTOR DE OPERACIONES

Witness: [Signature]
Name: PAUL KAPRIGNIC REARDIN
Address: AV. ALVARO LEON 278-101
COLONIA - DEL CAMBISTAS GUSTO

Witness: [Signature]
Name: FRANCISCO SAIN
Address: RAILCAR EXHIBIC 245
PISO 15 COLONIA DEL CAMBISTAS POLANCO

STATE OF TEXAS)
COUNTY OF HIDALGO)

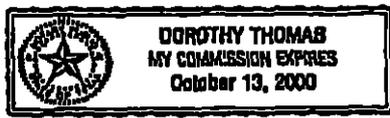
On this 24th day of April, 1997, before me personally appeared Paul G. Veale, Jr., to me personally known, who being duly sworn, says that he is the President of RIO GRANDE CHEMICAL, that said instrument was signed on behalf of said corporation, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Signature]
Notary Public - State of Texas

[NOTARIAL SEAL]

My Commission Expires: 10-13-2000

Initial: ROC Lessee



Final 1

RIDER SIX (6) TO RAILROAD CAR NET LEASE AGREEMENT

Effective this 12th day of November, 1997, this Rider shall become a part of the Railroad Car Net Lease Agreement between Trinity Industries Leasing Company, Lessor, and Rio Grande Chemical Sales Co., Lessee, dated May 28, 1997 and the cars described herein shall be leased to Lessee, subject to the terms and conditions in said Railroad Car Net Lease Agreement, during a term and for the rental shown below:

Number of Cars	Type and Description	Approximate Capacity (gallonage or cubic feet)	Base Monthly Rental (Per Car)
100	RGCX 882 - 1087, 1088 - 1082	3,280 CF	\$409
	AAR Car Type C112 Hopper Car per Trinity Specification L-20226 dated June 24, 1997		

Purchase Option - If Lessee is not in default of this Agreement, Lessee will have the option to purchase the cars on an 'AS IS, WHERE IS' basis for \$28,740 per car at the end of 180 months.

Place of Delivery - Lessor shall cause the cars to be delivered F.O.B. to Lessee at Findlay, Ohio.

Delivery - Subject to the terms of Article 3.A., Lessor shall deliver the final car to Lessee by May 15, 1998.

Usage of Cars in Canada and Mexico - Notwithstanding Article 7.B., Lessee is authorized to use cars in both Canada and Mexico.

Sublease Approval - Notwithstanding Article 7.C., Lessee is authorized to sublease cars to Holnam, Inc. or Cementos Apasco, S.A. de C.V.

Applicability of Assignment Agreement - Lessor and Lessee agree that the Cars leased under this Rider Six shall be subject to that certain Assignment Agreement dated May 28, 1997 between Lessee and Lessor.

Return Location - Notwithstanding Article 14, Lessee, at its expense, shall redeliver each car to Lessor at Ft. Worth, Texas or other mutually agreed upon location.

Escalation of Monthly Rental Charge - In accordance with Article 8 of Railroad Car Lease Agreement, any change in car design required by the AAR, DOT, FRA or other governmental authority during the term of this lease will cause the monthly car rental to increase for each car on the month following its modification as follows:

- A. For modification with a useful life equal to the car itself, car rental will increase by a monthly rate of \$1.75 per car for each \$100 of Lessor's cost incurred in the course of making modification.
- B. For modification with a useful life less than that of the car, monthly car rental increase will equal cost of modification, including the implicit cost of money at 10% per annum, divided by the number of months of estimated remaining life of the modification.
- C. Under no circumstance shall the total amount paid by the Lessee under A or B exceed the cost of the modification plus the implicit cost of money at 10% per annum.

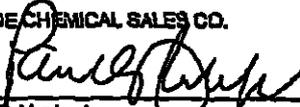
The minimum rental period for the cars leased hereunder shall be one hundred eighty (180) months, and the cars shall remain under lease thereafter for successive sixty (60) month terms, at the same rate and under the same conditions, unless notice, in writing, requesting cancellation shall be given by Lessee to Lessor at least sixty (60) days prior to expiration of the initial term or any successive term for cars covered by this Rider. Thereafter, this Rider shall terminate automatically upon the date of lease of the last car covered by this Rider.

Original Rider Number N/A

TRINITY INDUSTRIES LEASING COMPANY


Duncan A. Giles
Executive Vice President

RIO GRANDE CHEMICAL SALES CO.


Paul G. Veale, Jr.
President

Rider 6
Per Trinity - lease
expiration date
4/10/2013