COX | SMITH
ATTORNEYS

RECORDATION NO. 30716-A FILED

MAY 06 '13 -10 22 AM

SURFACE TRANSPORTATION BOARD

Caroleene Hardee
chardee@coxsmith.com
210.554.5294

May 2, 2013

Via Federal Express Overnight

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

Re: Recordation of Assignment of Leases and Rents and Other Income

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 an assignment of a lease, a primary document, dated effective May 1, 2013.

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

Borrower:

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

Lender:

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. Eighty-seven (87) AAR Car Type C112 Covered Hopper Railcars, bearing the following car mark and numbers RGCX 839 to RGCX 931 (except RGCX 848, 851, 898, 900, 901, 915, and 923) plus RGCX 20376, as more particularly described in Railcar Net Lease Agreement, dated April 21, 1997 with Exhibit A-Rider No. 3 (attached hereto as Schedule 2-1) (but only as it applies to the 87 railcars marked RGCX 839 to RGCX 931, excluding railcars with numbers RGCX 848, 851, 898, 900, 901, 915, and 923, and with the addition of railcar RGCX 20376), 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.

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

> "Assignment of Leases and Rents and Other Income 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 May 1, 2013 and covering eighty-seven (87) Covered Hopper Cars, car mark and numbers RGCX 839 to RGCX 931 (except RGCX 848, 851, 898, 900, 901, 915, and 923) plus RGCX 20376"

Yours truly,

Caroleene Hardee

Encls.

RECORDATION NO. 30716-A FILED

MAY 06 '13 -10 22 AM

SURFACE TRANSPORTATION BOARD

ASSIGNMENT OF LEASES AND RENTS AND OTHER INCOME

THIS ASSIGNMENT is made effective this 1st day of May, 2013, by **RIO GRANDE CHEMICAL, LTD., a Texas limited partnership** ("Borrower"), whose address is 901 Lindberg, McAllen, Texas 78501, to **COMPASS BANK, an Alabama banking corporation, organized and existing under the laws of the State of Alabama** ("Lender"), whose address is 3900 N. 10th Street, 2nd Floor, McAllen, Texas 78501.

1. The Property. Borrower is the owner of that certain personal property described in Exhibit "A" attached hereto and incorporated herein by this reference (such personal property being hereinafter referred to as the "Property").

2. The Loan Instruments. Borrower has executed the promissory note (as the same may be modified, extended, renewed, rearranged, replaced or increased from time to time, herein collectively called the **"Note"**) of even date herewith in the principal sum of **Three Million Four Hundred Three Thousand Eight Hundred and No/100 Dollars ($3,403,800.00)** payable to the order of Lender, which Note is secured by a Security Agreement (the "Security Agreement"), of even date herewith, this Assignment of Leases and Rents and Other Income, (the Note, all instruments securing payment of the Note, and all other documents executed or furnished by Borrower in connection with the loan evidenced by the Note, being hereinafter referred to collectively as the "Loan Instruments"). The terms "Note", "Security Agreement" and "Loan Instruments" shall be deemed to include any and all modifications, amendments, extensions, renewals and substitutions thereof.

3. Assignment. As an inducement to Lender to make the loans evidenced by or referred to in the Loan Instruments, Borrower hereby assigns, sells, conveys, and sets over unto Lender all of Borrower's right, title, and interest in and to:

3.1. All those leases now or hereafter affecting all or any part of the Property (among other property), together with any and all extensions or renewals of any of said leases, described on the attached Exhibit "B"; and

3.2. Any and all guarantees of the lessee's obligations under said leases; and

3.3. Any and all deposits (whether for security or otherwise), rents, issues, profits, revenues, royalties, contract rights, and benefits of every nature of and from the Property

(all such leases, guarantees, contract rights, benefits, and other property and property interests being hereinafter referred to collectively as the "Leases").

4. Warranties as to Leases. Borrower represents, warrants, and covenants that it now is the absolute owner of the Leases, with full right and title to assign the same and the rents, income, and profits due or to become due thereunder; that any existing Leases are valid, in full force and effect, and have not been modified or amended, except as stated herein; that there is no outstanding assignment or pledge thereof or of the deposits (for security or otherwise), rents, income, and profits due or to become due thereunder; that to its knowledge there are no existing defaults under the terms thereof on the part of any party thereto; and that, except as otherwise expressly set forth in the Leases, no rents, income, or profits payable thereunder have been or

will be hereafter anticipated, discounted, released, waived, compromised, or otherwise discharged without Lender's prior written consent, such consent not to be unreasonably withheld, delayed, conditioned or denied. Borrower also represents, warrants, and covenants that, except as otherwise disclosed to Lender, all lessees under the Leases are paying rent on fully executed Leases.

5. Covenant to Defend Actions. Borrower shall, at Borrower's sole cost and expense, appear in and defend any action or proceeding arising under, growing out of, or in any manner connected with any Leases or the obligations, duties, or liabilities of the lessor or lessee thereunder, and shall pay all reasonable documented, out-of-pocket costs and expenses, including attorneys' fees, which Lender may incur in connection with Lender's appearance, voluntary or otherwise, in any such action or proceeding.

6. Lender Rights as to Leases and Rents. This is a current, direct and absolute assignment, and Lender shall have the right, at its option, and after the occurrence of an uncured Event of Default, to take possession of the Property affected by any Lease and to perform all acts necessary for the operation and maintenance of such Property in the same manner and to the same extent that Borrower might reasonably so act. In furtherance of the foregoing, and not by way of limitation, Lender is empowered, but shall have no obligation, to collect the rents, income, and profits accruing under any Lease, to enforce payment thereof and the performance of any and all terms and provisions thereof, to exercise all the rights and privileges of Borrower thereunder, including the right to fix or modify rents, to demand and sue for possession of the Property covered by any Lease, and to relet such Property and collect the rents, income, and profits accruing by reason of such reletting. Lender shall from time to time apply the net income derived under any Leases, after payment of all proper costs and charges (including any loss or damage of the nature referred to in Section 9 hereof, and including reasonable attorneys' fees and other costs of collection) to any sums then due Lender under the Loan Instruments, in such order as Lender may elect, but Lender shall in no event be accountable for any moneys not actually received by Lender pursuant hereto.

7. License to Borrower Until Default. Unless there shall have been a default by Borrower in the payment or performance of any obligation contained in, secured by, or referred to in the Loan Instruments that has continued beyond any applicable notice or cure period (a "Default"), Borrower shall have a license (which license shall terminate automatically and without further notice upon the occurrence of a Default) to collect, but not prior to accrual, the rents, issues and profits under the Leases and, where applicable, subleases, such rents, issues and profits to be held in trust for Lender and to otherwise deal with all Leases as permitted by this Assignment. Each month, provided no Default has occurred, Borrower may retain such rents, issues and profits as were collected that month and held in trust for Lender; provided, however, that all rents, issues and profits collected by Borrower shall be applied first to the payment of principal and interest and all other sums due and payable hereunder and under the Loan Instruments. Upon the revocation of such license, all rents, issues and profits shall be paid directly to Lender and not through Borrower, all without the necessity of any further action by Lender, including, without limitation, any action to obtain possession of all or any portion of the Property or any action for the appointment of a receiver. After the occurrence of an uncured Default, Borrower hereby authorizes and directs the lessees under the Leases to pay rents, issues and profits to Lender upon written demand by Lender, without further consent of Borrower, without any obligation of such lessees to determine whether a Default has in fact occurred and regardless of whether Lender has taken possession of any portion of the Property, and the lessees may rely upon any written statement delivered by Lender to the lessees. Any such payments to Lender shall constitute

payments to Borrower under the Leases, and Borrower hereby irrevocably appoints Lender as its attorney-in-fact to do all things, after an uncured Default, which Borrower might otherwise do with respect to the Property and the Leases thereon, including, without limitation, (i) collecting rents, issues and profits with or without suit and applying the same, less expenses of collection, to any of the obligations or sums due hereunder or under the Loan Instruments or to expenses of operating and maintaining the Property (including reasonable reserves for anticipated expenses), at the option of the Lender, all in such manner as may be determined by Lender, (ii) leasing, in the name of Borrower, the whole or any part of the Property, and (iii) employing agents therefor and paying such agents reasonable compensation for their services. The curing of such Default, unless other Defaults also then exist, shall entitle Borrower to recover its aforesaid license to do any such things which Borrower might otherwise do with respect to the Property and the Leases thereon and to again collect such rents, issues and profits. The powers and rights granted in this paragraph shall be in addition to the other remedies herein provided for upon the occurrence of a Default and may be exercised independently of or concurrently with any of said remedies. Nothing in the foregoing shall be construed to impose any obligation upon Lender to exercise any power or right granted in this paragraph or to assume any liability under any Lease of any part of the Property and no liability shall attach to Lender for failure or inability to collect any rents, issues and profits under any such Lease.

8. Authorization to Lessees. Borrower hereby irrevocably agrees and directs that, after the occurrence of an uncured Default, the lessee under any Lease shall, upon demand and notice from Lender that Lender has revoked the license contained in Section 7 hereof, pay all rents, income, and profits under such Lease to Lender without liability on the part of such lessee for determining the validity or propriety of Lender's revocation of such license, and notwithstanding any claim by Borrower that Lender's revocation of such license is invalid or improper. Borrower shall have no claim against any such lessee for any rents or other sums paid by such lessee to Lender.

9. No Responsibility Until Possession. Prior to Lender's actual taking possession of the Property immediately affected by any Lease, this Assignment shall not operate to place responsibility upon Lender for the condition, safety, control, care, management, or repair of such Property. Nothing contained herein shall be construed to bind Lender at any time to the performance of any of the terms or provisions contained in any Lease. Borrower agrees to indemnify and hold Lender harmless of and from any and all claims, liabilities, losses, expenses, or damages which Lender may incur under any Lease, or by reason of this Assignment.

10. Borrower to Perform and Enforce Leases. Borrower shall perform, both before and after any revocation by Lender of the license contained in Section 7 hereof, all of Borrower's covenants, agreements, and obligations as lessor under any Leases, and shall not suffer or permit to occur any release of liability of any lessee or the accrual of any right in any lessee to withhold any rent or other sum payable under the terms of any Lease. Borrower shall give prompt notice to Lender of any notice of default received from any lessee, and shall furnish Lender with a copy of any such notice. If requested by Lender, Borrower shall enforce each Lease and all remedies available to Borrower against the lessee thereunder in the event of any default by such lessee.

11. No Impairment of Lender's Interests. Borrower shall not make any other or further assignments of any Lease or of any interest therein, or of any of the rents payable thereunder. Borrower shall not modify or amend the terms of any guaranty of any Lease or cancel or terminate any such guaranty, nor consent to the assignment of any Lease, or any subletting

thereunder, without the prior written consent of Lender, which consent shall not be unreasonably withheld.

12. Lender's Rights to Perform. In the event Borrower shall fail to make any payment or to perform any act required of Borrower under the terms hereof, then after prior notice and opportunity to cure as set forth in the Loan Instruments (without waiving any rights of Lender under the provisions of Section 13 hereof) Lender may, but shall not be obligated to, without notice to or demand on Borrower, and without releasing Borrower from any obligation hereof, make or perform the same in such manner and to such extent as Lender may deem necessary to protect the security hereof, including specifically, without limitation, appearing in and defending any action or proceeding purporting to affect the security hereof or the rights or powers of Borrower or Lender, performing or discharging any obligation, covenant, or agreement of Borrower under any Lease, and, in exercising any of such powers, paying all necessary costs and expenses, employing counsel, and incurring and paying reasonable attorneys' fees. Any sum advanced or paid by Lender for any such purpose shall be immediately due and payable to Lender by Borrower, and shall bear interest at the Default Rate (as that term is defined in the Note) from the date paid or advanced by Lender until repaid by Borrower.

13. Cross Default Provision. Subject to notice and cure rights set forth in the Loan Instruments, any default by Borrower in the performance or observance of any covenant or condition hereof shall be deemed a default or event of default under each of the Loan Instruments, entitling Lender to exercise all or any remedies available to Lender under the terms of any or all Loan Instruments, and any default or event of default under any other Loan Instrument shall be deemed a default hereunder, entitling Lender to exercise any or all remedies provided for herein.

14. No Waiver. Failure by Lender to exercise any right which it may have hereunder shall not be deemed a waiver thereof unless so agreed in writing by Lender, and the waiver by Lender of any default by Borrower hereunder shall not constitute a continuing waiver or a waiver of any other default or of the same default on any future occasion.

15. Rights of Successors to Lender. Lender shall have the right to assign all of Borrower's right, title, and interest in any or all Leases (to the extent of the interests therein conferred upon Lender by the terms hereof) to any subsequent holder or owner of the Note or other Loan Instruments, or to any person who shall acquire title to the Property through foreclosure or otherwise. From and after the acquisition of title to the Property by any person, through foreclosure or conveyance in lieu of foreclosure, no assignee of Borrower's interest in any Lease shall be liable to account to Borrower for the rents, income, and profits thereafter accruing.

16. Effect of Releases of Security Agreement. The execution of any valid release of the Security Agreement shall operate as a release of this Assignment in favor of the then owner of the Property, provided that the execution of any valid partial release of said Security Agreement shall operate as a release hereof only with respect to that portion of the Property thereby released from said Security Agreement, the term "Property" as used herein being deemed thereafter to refer only to that portion of the Property remaining encumbered by said Security Agreement, and the term "Borrower" as used herein being deemed thereafter to refer only to the owner or owners of such remaining portion of the Property. Notwithstanding anything to the contrary contained herein, if, in the event of a foreclosure of the Security Agreement, less than the full amount then owing under the Note is bid at any resulting foreclosure sale, this Assignment shall not be

released but shall remain in full force and effect after such foreclosure sale and shall continue to secure any and all amounts owing under the Note.

17. Notices. All notices or other communications required or permitted to be given pursuant to this Assignment shall be in writing and shall be considered as properly given if sent by overnight courier delivery, or by delivering the same in person to the intended addressee. Notice given by overnight courier shall be effective the next business day following its deposit with the courier service. Notice given in any other manner shall be effective only if and when received by the addressee. Any notices delivered hereunder shall be addressed to the following unless otherwise notified in accordance herewith:

Lender:

Compass Bank
3900 N. 10th Street, 2nd Floor
McAllen, Texas 78501
Attn: Commercial Loan Department

With a copy to:

Kerry T. Benedict
Cox Smith Matthews Incorporated
112 E. Pecan, Suite 1800
San Antonio, Texas 78205

Borrower:

Rio Grande Chemical, Ltd.
901 Lindberg
McAllen, Texas 78501
Attn: Paul G. Veale, Jr.

18. Lender Affidavits of Debt Due. The affidavit of any officer of Lender stating that any part of the indebtedness secured hereby remains unpaid shall constitute conclusive evidence of the validity, effectiveness, and continuing force of this Assignment, and any person may and is hereby authorized to rely upon such affidavit.

19. Rights Cumulative. The rights and remedies of Lender under this Assignment are cumulative and are not in lieu of, but are in addition to, any other rights or remedies which Lender shall have under the Note, the Security Agreement, or any other Loan Instrument.

20. Binding Effect. The provisions of this Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

21. Severability. If any provision under this Assignment shall be invalid, illegal, or unenforceable, it shall not affect or impair the validity, legality, and enforceability of any other provision of this Assignment.

22. Amendment. This Assignment may not be amended, modified, or changed, nor shall any waiver of any provision hereof be effective, except only by an instrument in writing signed by the

party against whom enforcement of any waiver, amendment, change, modification, or discharge is sought.

23. Captions. The captions and headings in this Assignment are for convenience only and shall not be considered in interpreting the provisions of this Assignment.

24. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the United States and of the State of Texas.

25. No Construction Against Preparer. This Assignment has been prepared by Lender and its professional advisors and reviewed by Borrower and its professional advisors. Lender, Borrower, and their separate advisors believe that this Assignment is the product of all of their efforts, that it expresses their agreement, and that it should not be interpreted in favor of either Lender or Borrower or against either Lender or Borrower merely because of their efforts in preparing it.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, Borrower has executed this Assignment of Leases and Rents and Other Income to be effective on the date first above written.

Lender:

COMPASS BANK, an Alabama banking corporation

By: _____
Name: Brent Smith
Title: Vice President

Borrower:

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

[*Acknowledgments Appear on Following Page*]

THE STATE OF TEXAS §
§
COUNTY OF Hidalgo §

This instrument was acknowledged before me this 19 day of April, 2013, 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 EXPIRES 10-15-2016

[SEAL]

Dorothy Thomas
Notary Public, State of Texas

DOROTHY THOMAS
MY COMMISSION EXPIRES
October 15, 2016

THE STATE OF TEXAS

COUNTY OF Hidalgo §

This instrument was acknowledged before me this 22nd day of April, 2013, by Brent Smith, Vice President of Compass Bank, an Alabama banking corporation, on behalf of said corporation.

[SEAL]

FAITH RENEE DEL BOSQUE
Notary Public
STATE OF TEXAS
My Comm. Exp. May 25, 2015

Notary Public, State of Texas

EXHIBIT "A"

Property Descriptions

1. Eighty-seven (87) AAR Car Type C112 Covered Hopper Railcars, bearing the following car mark and numbers RGCX 839 to RGCX 931 (*except RGCX 848, 851, 898, 900, 901, 915, and 923*) plus RGCX 20376

EXHIBIT "B"

Description of Existing Leases

1. Railcar Net Lease Agreement, dated April 21, 1997 with Exhibit A-Rider No. 3 (attached hereto as Schedule 2-1) (but only as it applies to the 87 railcars marked RGCX 839 to RGCX 931, excluding railcars with numbers RGCX 848, 851, 898, 900, 901, 915, and 923, and with the addition of railcar RGCX 20376), 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

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 Eliseos 345, Piso 17, 11550 Mexico, D. F., Mexico (hereinafter called "Lessee").

W I T N E S S E T H:

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

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, as 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

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 expected, 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

Initial: _____ _____
RGC Lessee

insurance shall be in effect form 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

Initial: _____ _____
RGC Lessee

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 or RGC to enforce such provision or any other provision hereof.

Initial: _____ RGC _____ Lessee

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 quality 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 uneforceability 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.Veale, 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:

Initial: _____ _____
RGC Lessee

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 officer as of the day and year first above written.

RIO GRANDE CHEMICAL

By: _____
Name: Paul G. Veale, Jr.
Title: President

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

By: _____
Name: LUIS ANTONIO DIAZ BARRIOA DEL VALLE
Title: DIRECTOR DE LOGISTICA Y DISTRIBUCIO

By: _____
Name: GUILLERMO CONTINA
Title: DIRECTOR DE TESORERIA

Witness: _____
Name: RAUL RODRIGUEZ BECERRIL
Address: AV. NUEVO LEON 238-101
COLONIA DEL CUAUHTEMOC 06120

Witness: _____
Name: FRANCISCO SOLA
Address: CAMPOS ELISEOS 345
PISO 15 CHAPULTEPEC 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.

Dorothy Thomas
Notary Public - State of Texas

[NOTARIAL SEAL]

My Commission Expires: 10-13-2000

DOROTHY THOMAS
MY COMMISSION EXPIRES
October 13, 2000

Initial: _____ RGC _____ Lessee

EXHIBIT A - RIDER #3

RIDER #3 TO RAILCAR NET LEASE AGREEMENT (the "AGREEMENT") BETWEEN RIO GRANDE CHEMICAL AND CEMENTOS APASCO, S. A. de C. V. DATED APRIL 21, 1997

DATE OF RIDER:	July 8, 1997
NUMBER OF CARS AND CAR TYPE:	Ninety-One (91) A.A.R. Car Type C112, Covered Hopper Cars
EXISTING CAR MARKS AND NUMBERS:	N/A
NEW CAR MARKS AND NUMBERS:	RGCX 839 THRU 931 *EXCEPT RGCX 900 & 901*
AGREEMENT COMMENCEMENT DATE:	On or about December 1997; Exact Commencement Date to be determined based on average delivery date of the Cars
AGREEMENT TERMINATION DATE:	180 (one hundred eighty) months from and after the average delivery date of the Cars
PAYMENT FREQUENCY:	Monthly in Advance
RENT PAYMENT:	$455.00 Per Car, Per Month, Net
PAYMENT INSTRUCTIONS:	Bank Wire Transfer As Per Exhibit D
CASUALTY VALUE:	Per attached Exhibit C - Rider #3.
PERMISSIBLE COMMODITIES/ SERVICE:	Cement
RESTRICTIONS ON USE:	Cement transportation in U.S.A. and Mexico
DELIVERY LOCATION:	U. S. Railroad Interchange at Laredo, Texas or other destination designated by RGC.
DELIVERY DATE:	Commencement of Car delivery shall be on or about December 15, 1997.
RETURN LOCATION:	U. S. Railroad interchange at Texas-Mexico Border as designated by RGC.

Agreed this 10th day of Nov., 1997 by and between Rio Grande Chemical and Cementos Apasco, S. A. de C. V.

RIO GRANDE CHEMICAL

By: [signature]
Paul G. Veale, Jr.
Its: President

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

By: [signature]
Its: D.E. DIRECTOR OF LOGISTIC
Printed Name: LUIS ANTONIO DIAZ BARRIGA DEL VALLE

By: [signature]
Its: DIRECTOR TESORERIA
Printed Name: G CORTINA

Witness: [signature]
Name: Raul Rodriguez Becerril
Address: Av. Nuevo Leon 238-101
Col. Condesa, D.F. 06170

Witness: [signature]
Name: [illegible]
Address: Insurgentes Sur #1199-504
Col. del Valle 03100
Mexico D.F.

EXHIBIT C - RIDER #3

CASUALTY LOSS SCHEDULE

Casualty Value of each leased railcar shall be determined by referencing the Casualty Value Percentage for the specific rent payment number periods in which a loss occurs and multiplying such percentage by $47,500.

RENTAL PAYMENT NUMBER	CASUALTY VALUE	RENTAL PAYMENT NUMBER	CASUALTY VALUE	RENTAL PAYMENT NUMBER	CASUALTY VALUE	RENTAL PAYMENT NUMBER	CASUALTY VALUE
1	100.00%	60	88.40%	119	75.74%	178	63.08%
2	100.00%	61	87.13%	120	75.74%	179	63.08%
3	100.00%	62	87.13%	121	74.47%	180	63.08%
4	100.00%	63	87.13%	122	74.47%		
5	100.00%	64	87.13%	123	74.47%		
6	100.00%	65	87.13%	124	74.47%		
7	98.52%	66	87.13%	125	74.47%		
8	98.52%	67	85.86%	126	74.47%		
9	98.52%	68	85.86%	127	73.20%		
10	98.52%	69	85.86%	128	73.20%		
11	98.52%	70	85.86%	129	73.20%		
12	98.52%	71	85.86%	130	73.20%		
13	97.26%	72	85.86%	131	73.20%		
14	97.26%	73	84.60%	132	73.20%		
15	97.26%	74	84.60%	133	71.94%		
16	97.26%	75	84.60%	134	71.94%		
17	97.26%	76	84.60%	135	71.94%		
18	97.26%	77	84.60%	136	71.94%		
19	95.99%	78	84.60%	137	71.94%		
20	95.99%	79	83.33%	138	71.94%		
21	95.99%	80	83.33%	139	70.67%		
22	95.99%	81	83.33%	140	70.67%		
23	95.99%	82	83.33%	141	70.67%		
24	95.99%	83	83.33%	142	70.67%		
25	94.73%	84	83.33%	143	70.67%		
26	94.73%	85	82.07%	144	70.67%		
27	94.73%	86	82.07%	145	69.41%		
28	94.73%	87	82.07%	146	69.41%		
29	94.73%	88	82.07%	147	69.41%		
30	94.73%	89	82.07%	148	69.41%		
31	93.46%	90	82.07%	149	69.41%		
32	93.46%	91	80.80%	150	69.41%		
33	93.46%	92	80.80%	151	68.14%		
34	93.46%	93	80.80%	152	68.14%		
35	93.46%	94	80.80%	153	68.14%		
36	93.46%	95	80.80%	154	68.14%		
37	92.19%	96	80.80%	155	68.14%		
38	92.19%	97	79.53%	156	68.14%		
39	92.19%	98	79.53%	157	66.87%		
40	92.19%	99	79.53%	158	66.87%		
41	92.19%	100	79.53%	159	66.87%		
42	92.19%	101	79.53%	160	66.87%		
43	90.93%	102	79.53%	161	66.87%		
44	90.93%	103	78.27%	162	66.87%		
45	90.93%	104	78.27%	163	65.61%		
46	90.93%	105	78.27%	164	65.61%		
47	90.93%	106	78.27%	165	65.61%		
48	90.93%	107	78.27%	166	65.61%		
49	89.66%	108	78.27%	167	65.61%		
50	89.66%	109	77.00%	168	65.61%		
51	89.66%	110	77.00%	169	64.34%		
52	89.66%	111	77.00%	170	64.34%		
53	89.66%	112	77.00%	171	64.34%		
54	89.66%	113	77.00%	172	64.34%		
55	88.40%	114	77.00%	173	64.34%		
56	88.40%	115	75.74%	174	64.34%		
57	88.40%	116	75.74%	175	63.08%		
58	88.40%	117	75.74%	176	63.08%		
59	88.40%	118	75.74%	177	63.08%		

Initials: _____ _____

RGC Lessee

File ① 898
File ② 20376

Dorothy
CA replacement car.
Bob 7/16

TRINITY INDUSTRIES LEASING COMPANY
A Subsidiary of Trinity Industries, Inc.

July 15, 1999

VIA FACSIMILE (513/232-3213)

Mr. Robert M. Hebbeler
Vice President
Rio Grande Chemical
2152 Cablecar Court
Cincinnati, OH 45244

Subject: Replacement Covered Hopper Car

Dear Bob:

As you are aware, covered hopper car number RGCX 898 was destroyed earlier this year in a derailment.

We have opted to provide one new replacement car. The replacement car, currently numbered NCUX 20376, is enroute to Mexico City for display during an upcoming AAR seminar. You have made arrangements to have the NCUX mark removed and replaced with RGCX decals upon arrival of the car at the border (Eagle Pass, Texas). The car will retain the 20376 number and your firm will handle the importation of the car into Mexico. Upon conclusion of the AAR seminar, your firm will initiate the movement of RGCX 20376 to your customer.

RGCX 20376 will be placed under Rider Four to our existing Railroad Car Net Lease Agreement for the remainder of the lease term, and at the same rental rate, as the car which was destroyed. Please advise the date that RGCX 20376 is placed into your customers service so that we may initiate rental charges accordingly.

Thank you for your assistance. Please call if you require any additional information.

Sincerely,

Thomas C. Jardine
Vice President

c: R. Brock-Jones
D. Uhrik

2000 GARDNER EXPRESSWAY • P.O. BOX 867 • QUINCY, IL 62306-0867 • (217) 224-7238

ADDENDUM #1

to Rider No. 3 of the Railcar Net Lease Agreement

February 7, 2013

This ADDENDUM #1 to Rider No. 3 of the Railcar Net Lease Agreement dated as of April 21, 1997 between Rio Grande Chemical Sales Company, its successor being RIO GRANDE CHEMICAL, LTD. (RGC) and CEMENTOS APASCO, S. A. de C. V. (Lessee) currently covering 87 covered hopper railcars (91 railcars originally) is amended as set forth below:

Exhibit A / Rider No. 3:

Number of Cars and Car Type: Eighty-seven (87) AAR Car Type C112 covered hopper railcars

Car Marks & Numbers: RGCX 839-931 *(except RGCX 848, 851, 898, 900, 901, 915, and 923)* plus RGCX 20376

Agreement Termination Date: The termination date is hereby extended without interruption until May 2, 2015.

Rent Payment: $510.00 per Car per month, Net

Casualty Value: Per Extended Casualty Schedule attached as Exhibit C-1

All other terms and conditions of the Agreement shall remain in full force and effect.

RIO GRANDE CHEMICAL, LTD.
By: Rio Grande Chemical (GP), LLC
Its General Partner

By: _____
Paul G. Veale, Jr.
Its: Manager

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

By: _____
Its: Logistics and distribution Director
Printed Name: Jaime Rocha Font

By: _____
Its: Investment Officer
Printed Name: [illegible]

RE: Apasco C-22/R3

EXHIBIT C-1

Rider No. 3

(For the lease extension period beginning May 3, 2013)

CASUALTY LOSS SCHEDULE

The Casualty Value of each leased railcar shall be determined by referencing the Casualty Value Percentage for the specific rent payment number periods in which a loss occurs and multiplying such percentage by $46,400.00.

Rental Pmt #	Casualty Value	Rental Pmt #	Casualty Value	Rental Pmt #	Casualty Value	Rental Pmt #	Casualty Value	Rental Pmt #	Casualty Value	Rental Pmt #	Casualty Value
1	100.00%	2	100.00%	3	100.00%	4	100.00%	5	100.00%	6	100.00%
7	98.52%	8	98.52%	9	98.52%	10	98.52%	11	98.52%	12	98.52%
13	97.26%	14	97.26%	15	97.26%	16	97.26%	17	97.26%	18	97.26%
19	95.99%	20	95.99%	21	95.99%	22	95.99%	23	95.99%	24	95.99%
25	94.73%	26	94.73%	27	94.73%	28	94.73%	29	94.73%	30	94.73%
31	93.46%	32	93.46%	33	93.46%	34	93.46%	35	93.46%	36	93.46%
37	92.20%	38	92.20%	39	92.20%	40	92.20%	41	92.20%	42	92.20%
43	90.93%	44	90.93%	45	90.93%	46	90.93%	47	90.93%	48	90.93%
49	89.67%	50	89.67%	51	89.67%	52	89.67%	53	89.67%	54	89.67%
55	88.40%	56	88.40%	57	88.40%	58	88.40%	59	88.40%	60	88.40%