

RECORDATION NO. 31310 FILED

AUG 05 '14 -11 36 AM

SURFACE TRANSPORTATION BOARD



Nathan Sommers Jacobs

July 29, 2014

Chief
Section of Administration
Office Proceedings
Surface Transportation Board
Washington, D.C. 20423-0001

Re: Recordation of Security Agreement

Dear Section Chief:

I have enclosed two (2) originals of the document described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

The document is a security agreement dated as of July 25, 2014 (the "Security Agreement"), and is a primary document.

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

Secured Party:

Amegy Bank National Association
Five Post Oak Park
4400 Post Oak Parkway
Houston, Texas 77027

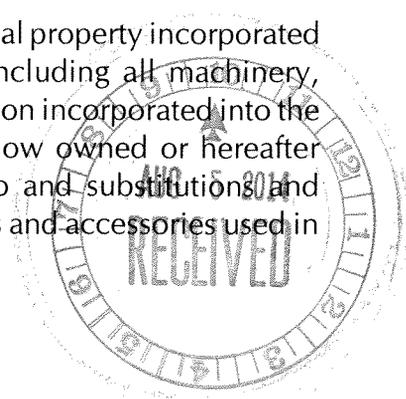
Debtor:

United Rail Partners, Ltd.
1283 North Post Oak Road, Suite 100
Houston, Texas 77055

A description of the equipment covered by the Security Agreement is as follows:

(a) the railcars (the "Railcars") more specifically described in Exhibit "A" attached hereto;

(b) all Debtor's right, title and interest to all tangible personal property incorporated into the Railcars or acquired for incorporation into the Railcars, including all machinery, equipment, fixtures and other personalty of every nature and description incorporated into the Railcars or acquired for incorporation into the Railcars, whether now owned or hereafter acquired, and all appurtenances, accessions and additions thereto and substitutions and replacements therefor, wheresoever located, including all tools, parts and accessories used in connection therewith;





- (c) all of Debtor's accounts, accounts receivable, contract rights, investment securities, financial assets, general intangibles, instruments, documents, chattel paper and funds on deposit with Secured Party, whether now owned or hereafter acquired, including, without limitation, all lease receivables and note receivables, all cash, notes, drafts and acceptances arising therefrom, or other proceeds of any sale, lease or other disposition of inventory, and all proceeds (including insurance proceeds) and products thereof;
- (d) all of Debtor's right, title and interest in and to any and all leases covering the Railcars (the "Leases");
- (e) all rights, remedies and privileges of Debtor to enforce the Leases;
- (f) all other general intangibles of Debtor arising from or relating to the Leases; and
- (g) all products and proceeds thereof (including insurance proceeds).

A short summary of the Security Agreement to appear in the index is as follows:

Security Agreement dated as of July 25, 2014, between AMEGY BANK NATIONAL ASSOCIATION, Five Post Oak Park, 4400 Post Oak Parkway, Houston, Texas 77027 ("Secured Party"), and UNITED RAIL PARTNERS, LTD., 1283 North Post Oak Road, Suite 100, Houston, Texas 77055 ("Debtor"), and covering (a) the railcars (the "Railcars") more specifically described in Exhibit "A" attached hereto; (b) all Debtor's right, title and interest to all tangible personal property incorporated into the Railcars or acquired for incorporation into the Railcars, including all machinery, equipment, fixtures and other personalty of every nature and description incorporated into the Railcars or acquired for incorporation into the Railcars, whether now owned or hereafter acquired, and all appurtenances, accessions and additions thereto and substitutions and replacements therefor, wheresoever located, including all tools, parts and accessories used in connection therewith; (c) all of Debtor's accounts, accounts receivable, contract rights, investment securities, financial assets, general intangibles, instruments, documents, chattel paper and funds on deposit with Secured Party, whether now owned or hereafter acquired, including, without limitation, all lease receivables and note receivables, all cash, notes, drafts and acceptances arising therefrom, or other proceeds of any sale, lease or other disposition of inventory, and all proceeds (including insurance proceeds) and products thereof; (d) all of Debtor's right, title and interest in and to any and all leases covering the Railcars (the "Leases"); (e) all rights, remedies and privileges of Debtor to enforce the Leases; (f) all other general intangibles of Debtor arising from or relating to the Leases; and (g) all products and proceeds thereof (including insurance proceeds).



A fee of \$44.00 is enclosed. Please return one (1) file stamped original to the undersigned after recording.

If you should have any questions, please feel free to call me at 713-892-4831.

Very truly yours,

NATHAN SOMMERS JACOBS,
A Professional Corporation

Tammy Morris, Legal Assistant

:tm
Enclosure

EXHIBIT "A"

Railcars

United Rail Partners, Ltd.
Collateral Pool
As of July 31, 2014

<u>Pool</u>	<u>Entity</u>	<u>Old Car #</u>	<u>New Car #</u>	<u>Built</u>
23	URP Ltd.		SRIX030158	Jul-04
23	URP Ltd.		SRIX030159	Jul-04
23	URP Ltd.		SRIX030160	Jul-04
23	URP Ltd.		SRIX030161	Jul-04
23	URP Ltd.		SRIX030173	Jul-04
23	URP Ltd.		SRIX030175	Jul-04
23	URP Ltd.		SRIX030176	Jul-04
23	URP Ltd.		SRIX030178	Jul-04
23	URP Ltd.		SRIX030182	Jul-04

Sub-Count Pool 23

9

26	URP Ltd.		SRIX082501	Sep-06
26	URP Ltd.		SRIX082502	Sep-06
26	URP Ltd.		SRIX082503	Nov-06
26	URP Ltd.		SRIX082504	Nov-06
26	URP Ltd.		SRIX082505	Nov-06
26	URP Ltd.		SRIX082506	Nov-06
26	URP Ltd.		SRIX082507	Nov-06
26	URP Ltd.		SRIX082508	Nov-06
26	URP Ltd.		SRIX082509	Nov-06
26	URP Ltd.		SRIX082510	Nov-06

Sub-Count Pool 26

10

<u>Pool</u>		<u>Car Number</u>	<u>Built</u>
29	URP Ltd.	BRSX001015	May-99
29	URP Ltd.	BRSX001029	Apr-05
29	URP Ltd.	BRSX001046	Sep-05
29	URP Ltd.	SRIX082511	Jun-08
29	URP Ltd.	SRIX082512	Jun-08
29	URP Ltd.	SRIX082513	Jun-08
29	URP Ltd.	SRIX082514	Jun-08
29	URP Ltd.	SRIX082515	Jun-08
29	URP Ltd.	SRIX082516	9/1/2013
29	URP Ltd.	SRIX082517	9/1/2013
29	URP Ltd.	SRIX082518	9/1/2013
29	URP Ltd.	SRIX082519	9/1/2013
29	URP Ltd.	SRIX082520	9/1/2013

United Rail Partners, Ltd.
 Collateral Pool
 As of July 31, 2014

<u>Pool</u>	<u>Entity</u>	<u>Old Car #</u>	<u>New Car #</u>	<u>Built</u>
29	URP Ltd.		SRIX082521	9/1/2013
Sub-Count Pool 29			<u>14</u>	
84	URP Ltd.		SRIX080008	Mar-75
84	URP Ltd.		SRIX080009	Dec-77
84	URP Ltd.		SRIX080041	Mar-74
84	URP Ltd.		SRIX080043	Mar-74
84	URP Ltd.		SRIX080044	Mar-74
84	URP Ltd.		SRIX080045	Mar-74
84	URP Ltd.		SRIX080046	Mar-74
84	URP Ltd.		SRIX080048	Mar-74
84	URP Ltd.		SRIX080049	Mar-74
84	URP Ltd.		SRIX080051	Apr-74
84	URP Ltd.		SRIX080052	Apr-74
84	URP Ltd.		SRIX080053	Apr-74
84	URP Ltd.		SRIX080055	Apr-74
84	URP Ltd.		SRIX080057	Apr-74
84	URP Ltd.		SRIX080060	May-79
84	URP Ltd.		SRIX080061	Sep-87
84	URP Ltd.		SRIX080064	Jul-77
84	URP Ltd.		SRIX080072	Aug-77
84	URP Ltd.		SRIX080073	Aug-77
84	URP Ltd.		SRIX080074	Aug-77
84	URP Ltd.		SRIX080075	Sep-77
84	URP Ltd.		SRIX080078	Sep-79
84	URP Ltd.		SRIX080079	Dec-79
84	URP Ltd.		SRIX080080	Jan-80
84	URP Ltd.		SRIX080081	Feb-80
84	URP Ltd.		SRIX080086	Aug-77
84	URP Ltd.		SRIX080087	Sep-77
84	URP Ltd.		SRIX080088	Mar-80
84	URP Ltd.		SRIX080089	Jun-80
84	URP Ltd.		SRIX080090	Feb-80
84	URP Ltd.		SRIX080091	Jun-80
84	URP Ltd.		SRIX080092	May-80
84	URP Ltd.		SRIX080094	Jul-75
84	URP Ltd.		SRIX080102	Jan-74
84	URP Ltd.		SRIX080104	Mar-74
84	URP Ltd.		SRIX080106	Nov-75
84	URP Ltd.		SRIX080107	Aug-77

United Rail Partners, Ltd.
Collateral Pool
As of July 31, 2014

<u>Pool</u>	<u>Entity</u>	<u>Old Car #</u>	<u>New Car #</u>	<u>Built</u>
84	URP Ltd.		SRIX080108	Oct-77
84	URP Ltd.		SRIX080109	Oct-77
84	URP Ltd.		SRIX080111	Feb-75
84	URP Ltd.		SRIX080112	Nov-78
84	URP Ltd.		SRIX080114	Oct-88
84	URP Ltd.		SRIX080115	Nov-88
84	URP Ltd.		SRIX080116	Nov-88
84	URP Ltd.		SRIX080126	Nov-77
84	URP Ltd.		SRIX080127	Aug-79
84	URP Ltd.		SRIX080128	Sep-78
84	URP Ltd.		SRIX080129	Nov-78
84	URP Ltd.		SRIX080130	Dec-78
84	URP Ltd.		SRIX080131	Jun-80
84	URP Ltd.		SRIX080132	Nov-77
84	URP Ltd.		SRIX080134	Jun-80
84	URP Ltd.		SRIX080139	Sep-79
84	URP Ltd.		SRIX080140	Sep-79
84	URP Ltd.		SRIX080141	Oct-79
84	URP Ltd.		SRIX080142	Sep-79
84	URP Ltd.		SRIX080143	Aug-79
84	URP Ltd.		SRIX080144	Sep-79
84	URP Ltd.		SRIX080145	Nov-79
84	URP Ltd.		SRIX080146	Dec-79
84	URP Ltd.		SRIX080147	Nov-79
84	URP Ltd.		SRIX080148	Jan-80
84	URP Ltd.		SRIX080149	Dec-79
84	URP Ltd.		SRIX080150	Dec-79
84	URP Ltd.		SRIX080152	Aug-79
84	URP Ltd.		SRIX080153	Aug-79
84	URP Ltd.		SRIX080156	Apr-80
84	URP Ltd.		SRIX080157	Mar-80
84	URP Ltd.		SRIX080158	Sep-74
84	URP Ltd.		SRIX080168	Jan-74
84	URP Ltd.		SRIX080169	Jan-74
84	URP Ltd.		SRIX080182	Jan-74
84	URP Ltd.		SRIX080183	Jan-74
84	URP Ltd.		SRIX080184	Jan-74
84	URP Ltd.		SRIX080185	Feb-74
84	URP Ltd.		SRIX080186	Feb-74
84	URP Ltd.		SRIX080187	May-74
84	URP Ltd.		SRIX080189	Jun-74
84	URP Ltd.		SRIX080190	Jul-74

United Rail Partners, Ltd.
Collateral Pool
As of July 31, 2014

<u>Pool</u>	<u>Entity</u>	<u>Old Car #</u>	<u>New Car #</u>	<u>Built</u>
84	URP Ltd.		SRIX080191	Mar-75
84	URP Ltd.		SRIX080192	May-75
84	URP Ltd.		SRIX080193	Sep-75
84	URP Ltd.		SRIX080194	Oct-75
84	URP Ltd.		SRIX080195	Oct-75
84	URP Ltd.		SRIX080196	Nov-75
84	URP Ltd.		SRIX080197	Jun-77
84	URP Ltd.		SRIX080198	Jun-77
84	URP Ltd.		SRIX080199	Jun-77
84	URP Ltd.		SRIX080200	Aug-77
84	URP Ltd.		SRIX080201	Aug-77
84	URP Ltd.		SRIX080202	Sep-77
84	URP Ltd.		SRIX080203	Sep-77
84	URP Ltd.		SRIX080204	Sep-77
84	URP Ltd.		SRIX080205	Sep-77
84	URP Ltd.		SRIX080206	Aug-77
84	URP Ltd.		SRIX080216	Oct-75
84	URP Ltd.		SRIX080217	Aug-77
84	URP Ltd.		SRIX080218	Nov-77
84	URP Ltd.		SRIX080219	Dec-79
84	URP Ltd.		SRIX080235	Jul-75
84	URP Ltd.		SRIX080243	Nov-77
84	URP Ltd.		SRIX080244	Oct-74
84	URP Ltd.		SRIX080245	Jan-74
84	URP Ltd.		SRIX080246	Dec-77
84	URP Ltd.		SRIX080247	Sep-79
84	URP Ltd.		SRIX080254	Feb-75
84	URP Ltd.		SRIX080255	Mar-75
84	URP Ltd.		SRIX080256	May-75
84	URP Ltd.		SRIX080257	Jun-75
84	URP Ltd.		SRIX080258	Sep-75
84	URP Ltd.		SRIX080259	Nov-75
84	URP Ltd.		SRIX080260	Aug-77
84	URP Ltd.		SRIX080261	Sep-77
84	URP Ltd.		SRIX080262	Sep-77
84	URP Ltd.		SRIX080263	Sep-77
84	URP Ltd.		SRIX080265	Jul-77
84	URP Ltd.		SRIX080266	Jul-77
84	URP Ltd.		SRIX080267	Aug-77
84	URP Ltd.		SRIX080268	Aug-77
84	URP Ltd.		SRIX080269	Aug-77
84	URP Ltd.		SRIX080270	Aug-77

United Rail Partners, Ltd.
Collateral Pool
As of July 31, 2014

<u>Pool</u>	<u>Entity</u>	<u>Old Car #</u>	<u>New Car #</u>	<u>Built</u>
84	URP Ltd.		SRIX080271	Oct-77
84	URP Ltd.		SRIX080272	Jan-78
84	URP Ltd.		SRIX080273	Dec-77
84	URP Ltd.		SRIX080276	Nov-78
84	URP Ltd.		SRIX080282	Sep-77
84	URP Ltd.		SRIX080283	Aug-77
84	URP Ltd.		SRIX080284	Nov-78
84	URP Ltd.		SRIX080287	Nov-77
84	URP Ltd.		SRIX080289	Aug-77
84	URP Ltd.		SRIX080290	Sep-77
84	URP Ltd.		SRIX080298	Feb-75
84	URP Ltd.		SRIX080299	Jul-75
84	URP Ltd.		SRIX080300	Oct-75
84	URP Ltd.		SRIX080301	Oct-75
84	URP Ltd.		SRIX080302	Oct-75
84	URP Ltd.		SRIX080312	Jun-74
84	URP Ltd.		SRIX080314	Mar-75
84	URP Ltd.		SRIX080315	Oct-75
84	URP Ltd.		SRIX080321	Aug-79
84	URP Ltd.		SRIX080322	Aug-79
84	URP Ltd.		SRIX080323	Aug-79
84	URP Ltd.		SRIX080324	Aug-79
84	URP Ltd.		SRIX080325	Aug-79
84	URP Ltd.		SRIX080326	Aug-79
84	URP Ltd.		SRIX080327	Sep-79
84	URP Ltd.		SRIX080328	Nov-79
84	URP Ltd.		SRIX080331	Sep-74
84	URP Ltd.		SRIX080332	Sep-74
84	URP Ltd.		SRIX080333	Oct-74
84	URP Ltd.		SRIX080338	Jan-74
84	URP Ltd.		SRIX080339	Oct-75
84	URP Ltd.		SRIX080340	Oct-75
84	URP Ltd.		SRIX080341	Oct-75
84	URP Ltd.		SRIX080347	Aug-84
84	URP Ltd.		SRIX080348	Oct-80
84	URP Ltd.		SRIX080349	Jan-80
84	URP Ltd.		SRIX080350	Dec-79
84	URP Ltd.		SRIX080351	Aug-79
84	URP Ltd.		SRIX080352	May-79
84	URP Ltd.		SRIX080353	Oct-79
84	URP Ltd.		SRIX080354	Sep-79
84	URP Ltd.		SRIX080355	Oct-79

United Rail Partners, Ltd.
Collateral Pool
As of July 31, 2014

<u>Pool</u>	<u>Entity</u>	<u>Old Car #</u>	<u>New Car #</u>	<u>Built</u>
84	URP Ltd.		SRIX080356	Aug-80
84	URP Ltd.		SRIX080357	Aug-80
84	URP Ltd.		SRIX080358	Feb-79
84	URP Ltd.		SRIX080359	Feb-79
84	URP Ltd.		SRIX080360	Mar-79
84	URP Ltd.		SRIX080361	Mar-79
84	URP Ltd.		SRIX080362	Sep-77
84	URP Ltd.		SRIX080363	Aug-77
84	URP Ltd.		SRIX080364	Oct-77
84	URP Ltd.		SRIX080365	Oct-77
84	URP Ltd.		SRIX080366	Sep-78
84	URP Ltd.		SRIX080367	Jul-80
84	URP Ltd.		SRIX080368	Jul-80
84	URP Ltd.		SRIX080369	Mar-79
84	URP Ltd.		SRIX080370	May-80
84	URP Ltd.		SRIX080371	Jun-75
84	URP Ltd.		SRIX080372	Mar-74
84	URP Ltd.		SRIX080373	Feb-75
84	URP Ltd.		SRIX080374	Jan-75
84	URP Ltd.		SRIX080375	Feb-75
84	URP Ltd.		SRIX080376	Jul-77
84	URP Ltd.		SRIX080377	Feb-75
84	URP Ltd.		SRIX080378	Apr-75
84	URP Ltd.		SRIX080379	Nov-78
84	URP Ltd.		SRIX080380	Jan-81
84	URP Ltd.		SRIX080381	Jan-81
84	URP Ltd.		SRIX080382	Jan-81
84	URP Ltd.		SRIX080383	May-77
84	URP Ltd.		SRIX080384	Feb-75
84	URP Ltd.		SRIX080385	Feb-75
84	URP Ltd.		SRIX080386	Aug-77
84	URP Ltd.		SRIX080387	Aug-77
84	URP Ltd.		SRIX080388	Aug-77
84	URP Ltd.		SRIX080389	Apr-78
84	URP Ltd.		SRIX080390	Jan-78
84	URP Ltd.		SRIX080391	Apr-78
84	URP Ltd.		SRIX080392	Jan-80
84	URP Ltd.		SRIX080393	Jan-80
84	URP Ltd.		SRIX080394	Jul-80
84	URP Ltd.		SRIX080395	Jan-80
84	URP Ltd.		SRIX080396	May-78
84	URP Ltd.		SRIX080397	Oct-79

United Rail Partners, Ltd.
 Collateral Pool
 As of July 31, 2014

<u>Pool</u>	<u>Entity</u>	<u>Old Car #</u>	<u>New Car #</u>	<u>Built</u>
84	URP Ltd.		SRIX080398	Nov-79
84	URP Ltd.		SRIX080399	Nov-79
84	URP Ltd.		SRIX080400	May-80
84	URP Ltd.		SRIX080401	May-80
84	URP Ltd.		SRIX080402	May-80
84	URP Ltd.		SRIX080403	May-80
84	URP Ltd.		SRIX080404	May-80
84	URP Ltd.		SRIX080405	May-80
84	URP Ltd.		SRIX080406	May-80
84	URP Ltd.		SRIX080407	May-80
84	URP Ltd.		SRIX080408	May-80
84	URP Ltd.		SRIX080410	Aug-80
84	URP Ltd.		SRIX080411	Aug-80
84	URP Ltd.		SRIX080412	Jul-80
84	URP Ltd.		SRIX080413	Jul-80
84	URP Ltd.		SRIX080414	Jul-80
84	URP Ltd.		SRIX080415	Jan-80
84	URP Ltd.		SRIX080416	Aug-80
84	URP Ltd.		SRIX080417	Jul-80
84	URP Ltd.		SRIX080418	Jul-80

Sub-Count Pool 84

225

89	URP Ltd.		SRIX083100	Nov-80
89	URP Ltd.		SRIX083101	Nov-80
89	URP Ltd.		SRIX083102	Nov-80
89	URP Ltd.		SRIX083103	Dec-80
89	URP Ltd.		SRIX083104	Dec-80
89	URP Ltd.		SRIX083105	Jan-81
89	URP Ltd.		SRIX083106	Jan-81
89	URP Ltd.		SRIX083107	Jan-81

Sub-Count Pool 89

8

91	URP Ltd.		SRIX082900	10/1/2013
91	URP Ltd.		SRIX082901	10/1/2013
91	URP Ltd.		SRIX082902	10/1/2013
91	URP Ltd.		SRIX082903	10/1/2013
91	URP Ltd.		SRIX082904	10/1/2013
91	URP Ltd.		SRIX082905	10/1/2013

United Rail Partners, Ltd.
Collateral Pool
As of July 31, 2014

<u>Pool</u>	<u>Entity</u>	<u>Old Car #</u>	<u>New Car #</u>	<u>Built</u>
91	URP Ltd.		SRIX082906	10/1/2013
91	URP Ltd.		SRIX082907	10/1/2013
Sub-Count Pool 91			<u><u>8</u></u>	
UV	URP Ltd.		GLNX 023403	5/1/1989
UV	URP Ltd.		GLNX 023404	5/1/1989
UV	URP Ltd.		GLNX 023405	5/1/1989
UV	URP Ltd.		GLNX 023406	5/1/1989
UV	URP Ltd.		GLNX 023407	5/1/1989
UV	URP Ltd.		GLNX 023408	5/1/1989
UV	URP Ltd.		GLNX 023409	5/1/1989
UV	URP Ltd.		GLNX 023410	5/1/1989
UV	URP Ltd.		GLNX 023411	5/1/1989
UV	URP Ltd.		GLNX 023413	5/1/1989
UV	URP Ltd.		GLNX 023573	9/1/1992
UV	URP Ltd.		GLNX 023575	1/1/1992
UV	URP Ltd.		GLNX 023576	9/1/1992
UV	URP Ltd.		GLNX 023578	1/1/1992
UV	URP Ltd.		GLNX 023579	1/1/1992
UV	URP Ltd.		GLNX 023580	1/1/1992
UV	URP Ltd.		GLNX 023581	9/1/1992
UV	URP Ltd.		GLNX 023583	1/1/1992
UV	URP Ltd.		GLNX 023586	1/1/1992
UV	URP Ltd.		GLNX 023587	1/1/1992
Sub-Count Pool UV			<u><u>20</u></u>	
Total Current Collateral Pool			<u><u>294</u></u>	

AUG 05 '14 -11 36 AM

[Railcars-Borrower]

~~SURFACE TRANSPORTATION BOARD~~

SECURITY AGREEMENT

THIS SECURITY AGREEMENT dated as of July 25, 2014 (this "Agreement"), is by and between UNITED RAIL PARTNERS, LTD., a Texas limited partnership ("Debtor"), and AMEGY BANK NATIONAL ASSOCIATION, a national banking association ("Secured Party").

RECITALS:

A. Debtor and Secured Party have entered into that certain Loan Agreement dated as of even date herewith (such Loan Agreement, as the same may be amended or modified from time to time, is referred to herein as the "Loan Agreement").

B. Secured Party has conditioned its obligations under the Loan Agreement upon, among other things, the execution and delivery of this Agreement by Debtor.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

Security Interest

Section 1.1. Security Interest. Debtor hereby grants to Secured Party a security interest in the following property, whether now owned or existing or hereafter arising or acquired and wherever arising or located (such property being hereinafter sometimes called the "Collateral"):

(a) the railcars (the "Railcars") more specifically described in Exhibit "A" attached hereto;

(b) all Debtor's right, title and interest to all tangible personal property incorporated into the Railcars or acquired for incorporation into the Railcars, including all machinery, equipment, fixtures and other personalty of every nature and description incorporated into the Railcars or acquired for incorporation into the Railcars, whether now owned or hereafter acquired, and all appurtenances, accessions and additions thereto and substitutions and replacements therefor, wheresoever located, including all tools, parts and accessories used in connection therewith;

(c) all of Debtor's accounts, accounts receivable, contract rights, investment securities, financial assets, general intangibles, instruments, documents, chattel paper

and funds on deposit with Secured Party, whether now owned or hereafter acquired, including, without limitation, all lease receivables and note receivables, all cash, notes, drafts and acceptances arising therefrom, or other proceeds of any sale, lease or other disposition of inventory, and all proceeds (including insurance proceeds) and products thereof;

(d) all of Debtor's right, title and interest in and to any and all leases covering the Railcars (the "Leases");

(e) all rights, remedies and privileges of Debtor to enforce the Leases;

(f) all other general intangibles of Debtor arising from or relating to the Leases; and

(g) all products and proceeds thereof (including insurance proceeds).

All terms used herein that are defined in the Uniform Commercial Code as adopted in the State of Texas shall have the meanings specified in the Uniform Commercial Code as adopted by the State of Texas as in effect from time to time (the "UCC").

Section 1.2. Obligations. The Collateral shall secure the following obligations, indebtedness, and liabilities (all such obligations, indebtedness, and liabilities being hereinafter sometimes called the "Obligations"):

(a) the obligations and indebtedness of Debtor to Secured Party evidenced by the Notes (as defined in the Loan Agreement);

(b) the obligations and indebtedness of Debtor to Secured Party under the Loan Agreement;

(c) all future advances by Secured Party to Debtor;

(d) the Obligations (as defined in the Loan Agreement);

(e) all costs and expenses, including, without limitation, all attorneys' fees and legal expenses, incurred by Secured Party to preserve and maintain the Collateral, collect the obligations herein described, and enforce this Agreement;

(f) all other obligations, indebtedness, and liabilities of Debtor to Secured Party, now existing or hereafter arising, regardless of whether such obligations, indebtedness, and liabilities are similar, dissimilar, related, unrelated, direct, indirect, fixed, contingent, primary, secondary, joint, several, or joint and several; and

(g) all extensions, renewals, and modifications of any of the foregoing and all promissory notes given in extension, renewal or modification of any of the foregoing.

Section 1.3. Renewal and Extension of Prior Security Agreement. In connection with the indebtedness evidenced by Term Note-A, Term Note-B and Term Note-C (each as defined in the Loan Agreement), Debtor and Secured Party have entered into that certain Security Agreement dated as of December 15, 2000, as amended by First Amendment to Security Agreement dated as of March 31, 2003, Second Amendment to Security Agreement dated as of October 31, 2003, Third Amendment to Security Agreement dated as of April 30, 2006, Fourth Amendment to Security Agreement dated as of February 22, 2007, Fifth Amendment to Security Agreement dated as of June 13, 2008, Sixth Amendment to Security Agreement dated as of May 17, 2010, Seventh Amendment to Security Agreement dated as of February 28, 2013, and Eighth Amendment to Security Agreement dated as of May 21, 2013 (as amended, the "Prior Security Agreement"). The security interests created by this Agreement are in renewal and extension of, and not in discharge or novation of, the security interests created by the Prior Security Agreement.

ARTICLE II

Representations and Warranties

To induce Secured Party to enter into this Agreement and the Loan Agreement, Debtor represents and warrants to Secured Party that:

Section 2.1. Title. Except for the security interest granted herein, Debtor owns, and with respect to Collateral acquired after the date hereof Debtor will own, the Collateral free and clear of any lien, security interest, or other encumbrance.

Section 2.2. Financing Statements. No financing statement, security agreement, or other lien or security instrument covering all or any part of the Collateral is on file in any public office, except as may have been filed in favor of Secured Party.

Section 2.3. No Consent. The approval and authorization of the Surface Transportation Board of the Department of Transportation, the Association of American Railroads, the Interstate Commerce Commission or any other entity is not needed for the execution, delivery, and performance of this Agreement and the other Loan Documents (as defined in the Loan Agreement) to which Debtor is a party.

Section 2.4. Jurisdiction of Organization; Legal Name. Debtor is a Texas limited partnership. Debtor's legal name set forth in its Organizational Documents (as defined in the Loan Agreement) filed with the Texas Secretary of State, as amended to date is: United Rail Partners, Ltd. Debtor's organizational ID is 14245210.

Section 2.5. Principal Place of Business. The principal place of business and chief executive office of Debtor, and the office where Debtor keeps its books and records, is located at the address of Debtor listed in the Loan Agreement.

Section 2.6. Leases. The Leases are in full force and effect, and no default exists under any Lease.

Section 2.7. Business Purpose. The Collateral is used, acquired and held exclusively for business purposes and no portion of the Collateral is consumer goods. The Obligations were incurred solely for business purposes and not as a consumer-goods transaction or a consumer transaction.

Section 2.8. Registration Location. The Railcars are registered with the Surface Transportation Board of the Department of Transportation, and are not registered with any other Governmental Authority (as defined in the Loan Agreement).

ARTICLE III

Covenants

Debtor covenants and agrees with Secured Party that until the Obligations are paid and performed in full:

Section 3.1. Maintenance. Debtor shall maintain the Collateral in good operating condition and repair and shall not permit any waste or destruction of the Collateral or any part thereof. Debtor shall not use or permit the Collateral to be used in violation of any law or inconsistently with the terms of any policy of insurance. Debtor shall not use or permit the Collateral to be used in any manner or for any purpose that would impair the value of the Collateral or expose the Collateral to unusual risk.

Section 3.2. Encumbrances. Debtor shall not create, permit, or suffer to exist, and shall defend the Collateral against any lien, security interest, or other encumbrance on the Collateral except the security interest of Secured Party hereunder, and shall defend Debtor's rights in the Collateral and Secured Party's security interest in the Collateral against the claims of all persons and entities.

Section 3.3. Modification of Collateral; Leases. Debtor shall do nothing to impair the rights of Secured Party in the Collateral. Debtor shall not modify the Collateral. Debtor shall not grant any extension of time for any payment with respect to the Collateral, or release in whole or in part any person or entity liable for payment with respect to the Collateral, or allow any credit or discount for payment with respect to the Collateral other than normal trade discounts granted in the ordinary course of business. Debtor shall maintain the Leases in full

force and effect. Debtor shall perform its obligations under the Leases and shall use its best and diligent efforts to enforce performance of the lessees under the Leases.

Section 3.4. Disposition of Collateral. Debtor shall not sell, lease, or otherwise dispose of the Collateral or any part thereof, except for leasing of the Railcars in the ordinary course of business.

Section 3.5. Further Assurances. At any time and from time to time, upon the request of Secured Party, and at the sole expense of Debtor, Debtor shall promptly execute and deliver all such further instruments and documents and take such further action as Secured Party may deem necessary or desirable to preserve and perfect its security interest in the Collateral and carry out the provisions and purposes of this Agreement, including, without limitation, the execution and filing of such financing statements as Secured Party may require. A carbon, photographic, or other reproduction of this Agreement or of any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement and may be filed as a financing statement.

Section 3.6. Risk of Loss; Insurance. Debtor shall be responsible for any loss of or damage to the Collateral. Debtor shall maintain insurance on the Collateral as provided in the Loan Agreement.

Section 3.7. Inspection Rights. Debtor shall permit Secured Party and its representatives to examine or inspect the Collateral wherever located and to examine, inspect, and copy Debtor's books and records at any reasonable time and as often as Secured Party may desire.

Section 3.8. Notification. Debtor shall promptly notify Secured Party of (a) any lien, security interest, encumbrance, or claim made or threatened against the Collateral, (b) any material change in the Collateral, including, without limitation, any material damage to or loss of the Collateral, and (c) any investigation, action or complaint filed by or with the Surface Transportation Board of the Department of Transportation, the Interstate Commerce Commission, or the Association of American Railroads.

Section 3.9. Organizational Changes. Debtor shall not, without the prior written consent of Secured Party, change its name, organizational structure or state of organization (including, without limitation, through any merger or reorganization). Debtor shall not do business under any trade name, unless such trade name has been disclosed to Secured Party. Debtor shall not change its principal place of business, chief executive office, or the place where it keeps its books and records unless it shall have given Secured Party thirty (30) days prior written notice thereof and shall have taken all action deemed necessary or desirable by Secured Party to cause its security interest in the Collateral to be perfected with the priority required by this Agreement.

Section 3.10. Compliance with Laws. Debtor shall comply with 49 USCS §§ 10101 et seq., and all applicable laws, rules, regulations, and orders of any court or governmental authority, including but not limited to the Surface Transportation Board of the Department of Transportation, the Interstate Commerce Commission and the Association of American Railroads.

ARTICLE IV

Rights of Secured Party

Section 4.1. Power of Attorney. Debtor hereby irrevocably constitutes and appoints Secured Party and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the name of Debtor or in its own name, upon the occurrence of an Event of Default, to take any and all action and to execute any and all documents and instruments which Secured Party at any time and from time to time deems necessary or desirable to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, Debtor hereby gives Secured Party the power and right on behalf of Debtor and in its own name to do any of the following, without notice to or the consent of Debtor:

(a) to demand, sue for, collect, or receive in the name of Debtor or in its own name, any money or property at any time payable or receivable on account of or in exchange for any of the Collateral and, in connection therewith, endorse checks, notes, drafts, acceptances, money orders, documents of title, or any other instruments for the payment of money under the Collateral or any policy of insurance;

(b) to pay or discharge taxes, liens, security interests, or other encumbrances levied or placed on or threatened against the Collateral;

(c) to send requests for verification to account debtors and other obligors;
and

(d) (i) to direct lessees and any other parties liable for any payment under any of the Collateral to make payment of any and all monies due and to become due thereunder directly to Secured Party or as Secured Party shall direct; (ii) to receive payment of and receipt for any and all monies, claims, and other amounts due and to become due at any time in respect of or arising out of any Collateral; (iii) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, proxies, stock powers, verifications, and notices in connection with accounts and other documents relating to the Collateral; (iv) to insure, and to make, settle, compromise, or adjust claims under any insurance policy covering any of the Collateral; and (v) to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as

though Secured Party were the absolute owner thereof for all purposes, and to do, at Secured Party's option and Debtor's expense, at any time, or from time to time, all acts and things which Secured Party deems necessary to protect, preserve, or realize upon the Collateral and Secured Party's security interest therein.

This power of attorney is a power coupled with an interest and shall be irrevocable. Secured Party shall be under no duty to exercise or withhold the exercise of any of the rights, powers, privileges, and options expressly or implicitly granted to Secured Party in this Agreement, and shall not be liable for any failure to do so or any delay in doing so. Secured Party shall not be liable for any act or omission or for any error of judgment or any mistake of fact or law in its individual capacity or in its capacity as attorney-in-fact except acts or omissions resulting from its willful misconduct. This power of attorney is conferred on Secured Party solely to protect, preserve, and realize upon its security interest in the Collateral. Secured Party shall not be responsible for any decline in the value of the Collateral and shall not be required to take any steps to preserve rights against prior parties or to protect, preserve, or maintain any security interest or lien given to secure the Collateral.

Section 4.2. Performance by Secured Party. If Debtor fails to perform or comply with any of its agreements contained herein, Secured Party itself may, at its sole discretion, cause or attempt to cause performance or compliance with such agreement and the expenses of Secured Party, together with interest thereon at the Default Rate (as defined in the Loan Agreement), shall be payable by Debtor to Secured Party on demand and shall constitute Obligations secured by this Agreement. Notwithstanding the foregoing, it is expressly agreed that Secured Party shall not have any liability or responsibility for the performance of any obligation of Debtor under this Agreement.

Section 4.3. Assignment by Secured Party. Secured Party may from time to time assign the Obligations and any portion thereof or the Collateral and any portion thereof, and the assignee shall be entitled to all of the rights and remedies of Secured Party under this Agreement in relation thereto.

Section 4.4. Financing Statements. Debtor expressly authorizes Secured Party to file financing statements showing Debtor as debtor covering all or any portion of the Collateral in such filing locations as selected by Secured Party and authorizes, ratifies and confirms any financing statement filed prior to the date hereof by Secured Party in any jurisdiction showing Debtor as debtor covering all or any portion of the Collateral.

ARTICLE V

Default

Section 5.1. Events of Default. The term "Event of Default" shall mean an Event of Default as defined in the Loan Agreement.

Section 5.2. Rights and Remedies. Upon the occurrence of an Event of Default, Secured Party shall have the following rights and remedies:

(a) Secured Party may declare the Obligations or any part thereof immediately due and payable, without notice, demand, presentment, notice of dishonor, notice of acceleration, notice of intent to accelerate, notice of intent to demand, protest, or other formalities of any kind, all of which are hereby expressly waived by Debtor; provided, however, that upon the occurrence of an Event of Default under Section 13.1(d) or Section 13.1(e) of the Loan Agreement, the Obligations shall become immediately due and payable without notice, demand, presentment, notice of dishonor, notice of acceleration, notice of intent to accelerate, notice of intent to demand, protest, or other formalities of any kind, all of which are hereby expressly waived by Debtor.

(b) In addition to all other rights and remedies granted to Secured Party in this Agreement and in any other instrument or agreement securing, evidencing, or relating to the Obligations or any part thereof, Secured Party shall have all of the rights and remedies of a secured party under the UCC. Without limiting the generality of the foregoing, Secured Party may (i) without demand or notice to Debtor, collect, receive, or take possession of the Collateral or any part thereof and for that purpose Secured Party may enter upon any premises on which the Collateral is located and remove the Collateral therefrom or render it inoperable, and/or (ii) sell, lease, or otherwise dispose of the Collateral, or any part thereof, in one or more parcels at public or private sale or sales, at Secured Party's offices or elsewhere, for cash, on credit, or for future delivery. Upon the request of Secured Party, Debtor shall assemble the Collateral and make it available to Secured Party at any place designated by Secured Party that is reasonably convenient to Debtor and Secured Party. Debtor agrees that Secured Party shall not be obligated to give more than ten (10) days written notice of the time and place of any public sale or of the time after which any private sale may take place and that such notice shall constitute reasonable notice of such matters. Debtor shall be liable for all expenses of retaking, holding, preparing for sale, or the like, and all attorneys' fees, legal expenses, and all other costs and expenses incurred by Secured Party in connection with the collection of the Obligations and the enforcement of Secured Party's rights under this Agreement. Secured Party may apply the Collateral against the Obligations in such order and manner as Secured Party may elect in its sole discretion. Debtor shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay the Obligations in full. Debtor waives all rights of marshalling in respect of the Collateral.

(c) Secured Party may cause any or all of the Collateral held by it to be transferred into the name of Secured Party or the name or names of Secured Party's nominee or nominees.

(d) Secured Party reserves all rights and remedies available to Secured Party under 49 USCS §§ 10101 et seq, and all other rights and remedies available to Secured Party through the Surface Transportation Board of the Department of Commerce, the Association of American Railroads, the Interstate Commerce Commission and any other governmental authority having jurisdiction over the Collateral.

ARTICLE VI

Miscellaneous

Section 6.1. No Waiver; Cumulative Remedies. No failure on the part of Secured Party to exercise and no delay in exercising, and no course of dealing with respect to, any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies provided for in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

Section 6.2. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Debtor and Secured Party and their respective heirs, successors, and assigns, except that Debtor may not assign any of its rights or obligations under this Agreement without the prior written consent of Secured Party.

Section 6.3. Amendment. The provisions of this Agreement may be amended or waived only by an instrument in writing signed by the parties hereto.

Section 6.4. Notices. All notices and other communications provided for in this Agreement shall be given as provided in the Loan Agreement; provided, however, that notwithstanding the foregoing, all notices under UCC Sections 9.208 (relating to the release of deposit accounts, electronic chattel paper, investment property and letter of credit rights), 9.209 (relating to account debtors that have been notified of the assignment to Secured Party), 9.210 (relating to a request for accounting), 9.513 (relating to requests for termination statements) and 9.616 (explanation of calculation of surplus or deficiency) shall be effective only if sent to the following address:

Amegy Bank National Association
Five Post Oak Park
4400 Post Oak Parkway
Houston, Texas 77027
Attention: Dennis Baker

Section 6.5. Applicable Law; Venue; Service of Process. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the

applicable laws of the United States of America. This Agreement has been entered into in Harris County, Texas, and it shall be performable for all purposes in Harris County, Texas. Any action or proceeding against Debtor under or in connection with this Agreement or any other Loan Document may be brought in any state or federal court in Harris County, Texas, and Debtor hereby irrevocably submits to the nonexclusive jurisdiction of such courts and waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court in an inconvenient forum. Nothing in this Agreement or any other Loan Document shall affect the right of Secured Party to serve process in any other manner permitted by law or shall limit the right of Secured Party to bring any action or proceeding against Debtor or with respect to any of the Collateral in any state or federal court in any other jurisdiction. Any action or proceeding by Debtor against Secured Party shall be brought only in a court located in Harris County, Texas.

Section 6.6. Headings. The headings, captions, and arrangements used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

Section 6.7. Survival of Representations and Warranties. All representations and warranties made in this Agreement or in any certificate delivered pursuant hereto shall survive the execution and delivery of this Agreement, and no investigation by Secured Party shall affect the representations and warranties or the right of Secured Party to rely upon them.

Section 6.8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement and/or any other Loan Document by a scanned PDF document attached to an e-mail or facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

Section 6.9. Waiver of Bond. In the event Secured Party seeks to take possession of any or all of the Collateral by judicial process, Debtor hereby irrevocably waives any bonds and any surety or security relating thereto that may be required by applicable law as an incident to such possession, and waives any demand for possession prior to the commencement of any such suit or action.

Section 6.10. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 6.11. Obligations Absolute. The obligations of Debtor under this Agreement shall be absolute and unconditional and, except upon payment and performance of the Obligations in full, shall not be released, discharged, reduced, or in any way impaired by any

circumstance whatsoever, including, without limitation, any amendment, modification, extension, or renewal of this Agreement, the Obligations, or any document or instrument evidencing, securing, or otherwise relating to the Obligations, or any release or subordination of collateral, or any waiver, consent, extension, indulgence, compromise, settlement, or other action or inaction in respect of this Agreement, the Obligations, or any document or instrument evidencing, securing, or otherwise relating to the Obligations, or any exercise or failure to exercise any right, remedy, power, or privilege in respect of the Obligations. Secured Party shall not have any liability or responsibility for the performance of any obligation of Debtor under this Agreement.

SECTION 6.12. ENTIRE AGREEMENT. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS EMBODY THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS, AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES HERETO. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES HERETO.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first written above.

DEBTOR:

UNITED RAIL PARTNERS, LTD.

By: RH Investments, Inc., its general partner

By: 

Jeffrey S. Rawson
President

By: Gemsbok, Inc., its general partner

By: _____
Ronald P. Cuenod, Jr.
President

By: Weimar Rail, Inc., its general partner

By: _____
Robert R. Huette
President

SECURED PARTY:

AMEGY BANK NATIONAL ASSOCIATION

By: _____
Sam Trail
Vice President

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first written above.

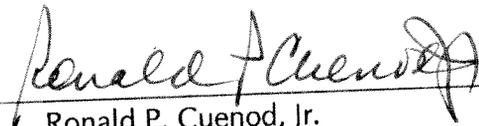
DEBTOR:

UNITED RAIL PARTNERS, LTD.

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By: _____
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President

By: Gemsbok, Inc., its general partner

By: 
Ronald P. Cuenod, Jr.
President

By: Weimar Rail, Inc., its general partner

By: _____
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President

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President

By: Weimar Rail, Inc., its general partner

By: _____
Robert R. Huette
President

SECURED PARTY:

AMEGY BANK NATIONAL ASSOCIATION

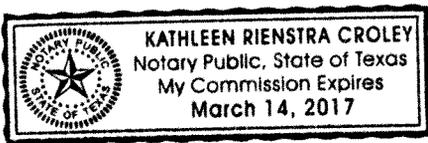
By:  _____
Sam Trail
Vice President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

On this 2nd day of June, 2014, this instrument was acknowledged before me by Jeffrey S. Rawson, President of RH INVESTMENTS, INC., a Texas corporation, on behalf of such corporation by authority of its Board of Directors, as the general partner of UNITED RAIL PARTNERS, LTD., a Texas limited partnership, on behalf of such partnership, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said partnership.

Kathleen Rienstra Croley

Notary Public, State of Texas



STATE OF TEXAS §
 §
COUNTY OF HARRIS §

On this _____ day of June, 2014, this instrument was acknowledged before me by Ronald P. Cuenod, Jr., President of GEMSBOK, INC., a Texas corporation, on behalf of such corporation by authority of its Board of Directors, as the general partner of UNITED RAIL PARTNERS, LTD., a Texas limited partnership, on behalf of such partnership, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said partnership.

Notary Public, State of Texas

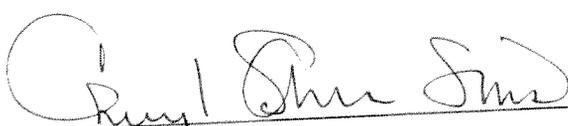
STATE OF TEXAS §
 §
COUNTY OF _____ §

On this ____ day of June, 2014, this instrument was acknowledged before me by Jeffrey S. Rawson, President of RH INVESTMENTS, INC., a Texas corporation, on behalf of such corporation by authority of its Board of Directors, as the general partner of UNITED RAIL PARTNERS, LTD., a Texas limited partnership, on behalf of such partnership, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said partnership.

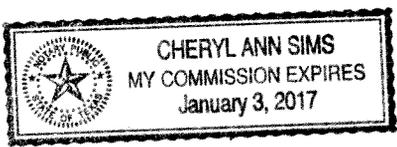
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

On this 2 day of June, 2014, this instrument was acknowledged before me by Ronald P. Cuenod, Jr., President of GEMSBOK, INC., a Texas corporation, on behalf of such corporation by authority of its Board of Directors, as the general partner of UNITED RAIL PARTNERS, LTD., a Texas limited partnership, on behalf of such partnership, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said partnership.



Notary Public, State of Texas



STATE OF TEXAS §
 §
COUNTY OF Colorado §

On this 11th day of June, 2014, this instrument was acknowledged before me by Robert R. Huette, President of WEIMAR RAIL, INC., a Texas corporation, on behalf of such corporation by authority of its Board of Directors, as the general partner of UNITED RAIL PARTNERS, LTD., a Texas limited partnership, on behalf of such partnership, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said partnership.



Nancy Bittner
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

On this _____ day of June, 2014, this instrument was acknowledged before me by Sam Trail, Vice President of AMEGY BANK NATIONAL ASSOCIATION, a national association, on behalf of such association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

Notary Public, State of Texas

List of Exhibits
Exhibit "A" - Railcars

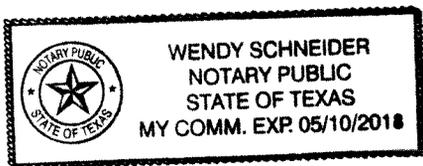
STATE OF TEXAS §
 §
COUNTY OF _____ §

On this _____ day of June, 2014, this instrument was acknowledged before me by Robert R. Huette, President of WEIMAR RAIL, INC., a Texas corporation, on behalf of such corporation by authority of its Board of Directors, as the general partner of UNITED RAIL PARTNERS, LTD., a Texas limited partnership, on behalf of such partnership, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said partnership.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

On this 05 day of June, 2014, this instrument was acknowledged before me by Sam Trail, Vice President of AMEGY BANK NATIONAL ASSOCIATION, a national association, on behalf of such association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.



[Handwritten Signature]
Notary Public, State of Texas

List of Exhibits
Exhibit "A" - Railcars

EXHIBIT "A"

Railcars

United Rail Partners, Ltd.
 Collateral Pool
 As of July 31, 2014

<u>Pool</u>	<u>Entity</u>	<u>Old Car #</u>	<u>New Car #</u>	<u>Built</u>
23	URP Ltd.		SRIX030158	Jul-04
23	URP Ltd.		SRIX030159	Jul-04
23	URP Ltd.		SRIX030160	Jul-04
23	URP Ltd.		SRIX030161	Jul-04
23	URP Ltd.		SRIX030173	Jul-04
23	URP Ltd.		SRIX030175	Jul-04
23	URP Ltd.		SRIX030176	Jul-04
23	URP Ltd.		SRIX030178	Jul-04
23	URP Ltd.		SRIX030182	Jul-04

Sub-Count Pool 23

9

26	URP Ltd.		SRIX082501	Sep-06
26	URP Ltd.		SRIX082502	Sep-06
26	URP Ltd.		SRIX082503	Nov-06
26	URP Ltd.		SRIX082504	Nov-06
26	URP Ltd.		SRIX082505	Nov-06
26	URP Ltd.		SRIX082506	Nov-06
26	URP Ltd.		SRIX082507	Nov-06
26	URP Ltd.		SRIX082508	Nov-06
26	URP Ltd.		SRIX082509	Nov-06
26	URP Ltd.		SRIX082510	Nov-06

Sub-Count Pool 26

10

<u>Pool</u>	<u>Entity</u>	<u>Car Number</u>	<u>Built</u>
29	URP Ltd.	BRSX001015	May-99
29	URP Ltd.	BRSX001029	Apr-05
29	URP Ltd.	BRSX001046	Sep-05
29	URP Ltd.	SRIX082511	Jun-08
29	URP Ltd.	SRIX082512	Jun-08
29	URP Ltd.	SRIX082513	Jun-08
29	URP Ltd.	SRIX082514	Jun-08
29	URP Ltd.	SRIX082515	Jun-08
29	URP Ltd.	SRIX082516	9/1/2013
29	URP Ltd.	SRIX082517	9/1/2013
29	URP Ltd.	SRIX082518	9/1/2013
29	URP Ltd.	SRIX082519	9/1/2013
29	URP Ltd.	SRIX082520	9/1/2013
29	URP Ltd.	SRIX082521	9/1/2013

Sub-Count Pool 29

14

United Rail Partners, Ltd.
Collateral Pool
As of July 31, 2014

<u>Pool</u>	<u>Entity</u>	<u>Old Car #</u>	<u>New Car #</u>	<u>Built</u>
84	URP Ltd.		SRIX080008	Mar-75
84	URP Ltd.		SRIX080009	Dec-77
84	URP Ltd.		SRIX080041	Mar-74
84	URP Ltd.		SRIX080043	Mar-74
84	URP Ltd.		SRIX080044	Mar-74
84	URP Ltd.		SRIX080045	Mar-74
84	URP Ltd.		SRIX080046	Mar-74
84	URP Ltd.		SRIX080048	Mar-74
84	URP Ltd.		SRIX080049	Mar-74
84	URP Ltd.		SRIX080051	Apr-74
84	URP Ltd.		SRIX080052	Apr-74
84	URP Ltd.		SRIX080053	Apr-74
84	URP Ltd.		SRIX080055	Apr-74
84	URP Ltd.		SRIX080057	Apr-74
84	URP Ltd.		SRIX080060	May-79
84	URP Ltd.		SRIX080061	Sep-87
84	URP Ltd.		SRIX080064	Jul-77
84	URP Ltd.		SRIX080072	Aug-77
84	URP Ltd.		SRIX080073	Aug-77
84	URP Ltd.		SRIX080074	Aug-77
84	URP Ltd.		SRIX080075	Sep-77
84	URP Ltd.		SRIX080078	Sep-79
84	URP Ltd.		SRIX080079	Dec-79
84	URP Ltd.		SRIX080080	Jan-80
84	URP Ltd.		SRIX080081	Feb-80
84	URP Ltd.		SRIX080086	Aug-77
84	URP Ltd.		SRIX080087	Sep-77
84	URP Ltd.		SRIX080088	Mar-80
84	URP Ltd.		SRIX080089	Jun-80
84	URP Ltd.		SRIX080090	Feb-80
84	URP Ltd.		SRIX080091	Jun-80
84	URP Ltd.		SRIX080092	May-80
84	URP Ltd.		SRIX080094	Jul-75
84	URP Ltd.		SRIX080102	Jan-74
84	URP Ltd.		SRIX080104	Mar-74
84	URP Ltd.		SRIX080106	Nov-75
84	URP Ltd.		SRIX080107	Aug-77
84	URP Ltd.		SRIX080108	Oct-77
84	URP Ltd.		SRIX080109	Oct-77
84	URP Ltd.		SRIX080111	Feb-75
84	URP Ltd.		SRIX080112	Nov-78
84	URP Ltd.		SRIX080114	Oct-88

United Rail Partners, Ltd.
 Collateral Pool
 As of July 31, 2014

<u>Pool</u>	<u>Entity</u>	<u>Old Car #</u>	<u>New Car #</u>	<u>Built</u>
84	URP Ltd.		SRIX080115	Nov-88
84	URP Ltd.		SRIX080116	Nov-88
84	URP Ltd.		SRIX080126	Nov-77
84	URP Ltd.		SRIX080127	Aug-79
84	URP Ltd.		SRIX080128	Sep-78
84	URP Ltd.		SRIX080129	Nov-78
84	URP Ltd.		SRIX080130	Dec-78
84	URP Ltd.		SRIX080131	Jun-80
84	URP Ltd.		SRIX080132	Nov-77
84	URP Ltd.		SRIX080134	Jun-80
84	URP Ltd.		SRIX080139	Sep-79
84	URP Ltd.		SRIX080140	Sep-79
84	URP Ltd.		SRIX080141	Oct-79
84	URP Ltd.		SRIX080142	Sep-79
84	URP Ltd.		SRIX080143	Aug-79
84	URP Ltd.		SRIX080144	Sep-79
84	URP Ltd.		SRIX080145	Nov-79
84	URP Ltd.		SRIX080146	Dec-79
84	URP Ltd.		SRIX080147	Nov-79
84	URP Ltd.		SRIX080148	Jan-80
84	URP Ltd.		SRIX080149	Dec-79
84	URP Ltd.		SRIX080150	Dec-79
84	URP Ltd.		SRIX080152	Aug-79
84	URP Ltd.		SRIX080153	Aug-79
84	URP Ltd.		SRIX080156	Apr-80
84	URP Ltd.		SRIX080157	Mar-80
84	URP Ltd.		SRIX080158	Sep-74
84	URP Ltd.		SRIX080168	Jan-74
84	URP Ltd.		SRIX080169	Jan-74
84	URP Ltd.		SRIX080182	Jan-74
84	URP Ltd.		SRIX080183	Jan-74
84	URP Ltd.		SRIX080184	Jan-74
84	URP Ltd.		SRIX080185	Feb-74
84	URP Ltd.		SRIX080186	Feb-74
84	URP Ltd.		SRIX080187	May-74
84	URP Ltd.		SRIX080189	Jun-74
84	URP Ltd.		SRIX080190	Jul-74
84	URP Ltd.		SRIX080191	Mar-75
84	URP Ltd.		SRIX080192	May-75
84	URP Ltd.		SRIX080193	Sep-75
84	URP Ltd.		SRIX080194	Oct-75
84	URP Ltd.		SRIX080195	Oct-75
84	URP Ltd.		SRIX080196	Nov-75
84	URP Ltd.		SRIX080197	Jun-77

United Rail Partners, Ltd.
 Collateral Pool
 As of July 31, 2014

<u>Pool</u>	<u>Entity</u>	<u>Old Car #</u>	<u>New Car #</u>	<u>Built</u>
84	URP Ltd.		SRIX080198	Jun-77
84	URP Ltd.		SRIX080199	Jun-77
84	URP Ltd.		SRIX080200	Aug-77
84	URP Ltd.		SRIX080201	Aug-77
84	URP Ltd.		SRIX080202	Sep-77
84	URP Ltd.		SRIX080203	Sep-77
84	URP Ltd.		SRIX080204	Sep-77
84	URP Ltd.		SRIX080205	Sep-77
84	URP Ltd.		SRIX080206	Aug-77
84	URP Ltd.		SRIX080216	Oct-75
84	URP Ltd.		SRIX080217	Aug-77
84	URP Ltd.		SRIX080218	Nov-77
84	URP Ltd.		SRIX080219	Dec-79
84	URP Ltd.		SRIX080235	Jul-75
84	URP Ltd.		SRIX080243	Nov-77
84	URP Ltd.		SRIX080244	Oct-74
84	URP Ltd.		SRIX080245	Jan-74
84	URP Ltd.		SRIX080246	Dec-77
84	URP Ltd.		SRIX080247	Sep-79
84	URP Ltd.		SRIX080254	Feb-75
84	URP Ltd.		SRIX080255	Mar-75
84	URP Ltd.		SRIX080256	May-75
84	URP Ltd.		SRIX080257	Jun-75
84	URP Ltd.		SRIX080258	Sep-75
84	URP Ltd.		SRIX080259	Nov-75
84	URP Ltd.		SRIX080260	Aug-77
84	URP Ltd.		SRIX080261	Sep-77
84	URP Ltd.		SRIX080262	Sep-77
84	URP Ltd.		SRIX080263	Sep-77
84	URP Ltd.		SRIX080265	Jul-77
84	URP Ltd.		SRIX080266	Jul-77
84	URP Ltd.		SRIX080267	Aug-77
84	URP Ltd.		SRIX080268	Aug-77
84	URP Ltd.		SRIX080269	Aug-77
84	URP Ltd.		SRIX080270	Aug-77
84	URP Ltd.		SRIX080271	Oct-77
84	URP Ltd.		SRIX080272	Jan-78
84	URP Ltd.		SRIX080273	Dec-77
84	URP Ltd.		SRIX080276	Nov-78
84	URP Ltd.		SRIX080282	Sep-77
84	URP Ltd.		SRIX080283	Aug-77
84	URP Ltd.		SRIX080284	Nov-78
84	URP Ltd.		SRIX080287	Nov-77
84	URP Ltd.		SRIX080289	Aug-77

United Rail Partners, Ltd.
 Collateral Pool
 As of July 31, 2014

<u>Pool</u>	<u>Entity</u>	<u>Old Car #</u>	<u>New Car #</u>	<u>Built</u>
84	URP Ltd.		SRIX080290	Sep-77
84	URP Ltd.		SRIX080298	Feb-75
84	URP Ltd.		SRIX080299	Jul-75
84	URP Ltd.		SRIX080300	Oct-75
84	URP Ltd.		SRIX080301	Oct-75
84	URP Ltd.		SRIX080302	Oct-75
84	URP Ltd.		SRIX080312	Jun-74
84	URP Ltd.		SRIX080314	Mar-75
84	URP Ltd.		SRIX080315	Oct-75
84	URP Ltd.		SRIX080321	Aug-79
84	URP Ltd.		SRIX080322	Aug-79
84	URP Ltd.		SRIX080323	Aug-79
84	URP Ltd.		SRIX080324	Aug-79
84	URP Ltd.		SRIX080325	Aug-79
84	URP Ltd.		SRIX080326	Aug-79
84	URP Ltd.		SRIX080327	Sep-79
84	URP Ltd.		SRIX080328	Nov-79
84	URP Ltd.		SRIX080331	Sep-74
84	URP Ltd.		SRIX080332	Sep-74
84	URP Ltd.		SRIX080333	Oct-74
84	URP Ltd.		SRIX080338	Jan-74
84	URP Ltd.		SRIX080339	Oct-75
84	URP Ltd.		SRIX080340	Oct-75
84	URP Ltd.		SRIX080341	Oct-75
84	URP Ltd.		SRIX080347	Aug-84
84	URP Ltd.		SRIX080348	Oct-80
84	URP Ltd.		SRIX080349	Jan-80
84	URP Ltd.		SRIX080350	Dec-79
84	URP Ltd.		SRIX080351	Aug-79
84	URP Ltd.		SRIX080352	May-79
84	URP Ltd.		SRIX080353	Oct-79
84	URP Ltd.		SRIX080354	Sep-79
84	URP Ltd.		SRIX080355	Oct-79
84	URP Ltd.		SRIX080356	Aug-80
84	URP Ltd.		SRIX080357	Aug-80
84	URP Ltd.		SRIX080358	Feb-79
84	URP Ltd.		SRIX080359	Feb-79
84	URP Ltd.		SRIX080360	Mar-79
84	URP Ltd.		SRIX080361	Mar-79
84	URP Ltd.		SRIX080362	Sep-77
84	URP Ltd.		SRIX080363	Aug-77
84	URP Ltd.		SRIX080364	Oct-77
84	URP Ltd.		SRIX080365	Oct-77
84	URP Ltd.		SRIX080366	Sep-78

United Rail Partners, Ltd.
 Collateral Pool
 As of July 31, 2014

<u>Pool</u>	<u>Entity</u>	<u>Old Car #</u>	<u>New Car #</u>	<u>Built</u>
84	URP Ltd.		SRIX080367	Jul-80
84	URP Ltd.		SRIX080368	Jul-80
84	URP Ltd.		SRIX080369	Mar-79
84	URP Ltd.		SRIX080370	May-80
84	URP Ltd.		SRIX080371	Jun-75
84	URP Ltd.		SRIX080372	Mar-74
84	URP Ltd.		SRIX080373	Feb-75
84	URP Ltd.		SRIX080374	Jan-75
84	URP Ltd.		SRIX080375	Feb-75
84	URP Ltd.		SRIX080376	Jul-77
84	URP Ltd.		SRIX080377	Feb-75
84	URP Ltd.		SRIX080378	Apr-75
84	URP Ltd.		SRIX080379	Nov-78
84	URP Ltd.		SRIX080380	Jan-81
84	URP Ltd.		SRIX080381	Jan-81
84	URP Ltd.		SRIX080382	Jan-81
84	URP Ltd.		SRIX080383	May-77
84	URP Ltd.		SRIX080384	Feb-75
84	URP Ltd.		SRIX080385	Feb-75
84	URP Ltd.		SRIX080386	Aug-77
84	URP Ltd.		SRIX080387	Aug-77
84	URP Ltd.		SRIX080388	Aug-77
84	URP Ltd.		SRIX080389	Apr-78
84	URP Ltd.		SRIX080390	Jan-78
84	URP Ltd.		SRIX080391	Apr-78
84	URP Ltd.		SRIX080392	Jan-80
84	URP Ltd.		SRIX080393	Jan-80
84	URP Ltd.		SRIX080394	Jul-80
84	URP Ltd.		SRIX080395	Jan-80
84	URP Ltd.		SRIX080396	May-78
84	URP Ltd.		SRIX080397	Oct-79
84	URP Ltd.		SRIX080398	Nov-79
84	URP Ltd.		SRIX080399	Nov-79
84	URP Ltd.		SRIX080400	May-80
84	URP Ltd.		SRIX080401	May-80
84	URP Ltd.		SRIX080402	May-80
84	URP Ltd.		SRIX080403	May-80
84	URP Ltd.		SRIX080404	May-80
84	URP Ltd.		SRIX080405	May-80
84	URP Ltd.		SRIX080406	May-80
84	URP Ltd.		SRIX080407	May-80
84	URP Ltd.		SRIX080408	May-80
84	URP Ltd.		SRIX080410	Aug-80
84	URP Ltd.		SRIX080411	Aug-80

United Rail Partners, Ltd.
 Collateral Pool
 As of July 31, 2014

<u>Pool</u>	<u>Entity</u>	<u>Old Car #</u>	<u>New Car #</u>	<u>Built</u>
84	URP Ltd.		SRIX080412	Jul-80
84	URP Ltd.		SRIX080413	Jul-80
84	URP Ltd.		SRIX080414	Jul-80
84	URP Ltd.		SRIX080415	Jan-80
84	URP Ltd.		SRIX080416	Aug-80
84	URP Ltd.		SRIX080417	Jul-80
84	URP Ltd.		SRIX080418	Jul-80

Sub-Count Pool 84 225

89	URP Ltd.		SRIX083100	Nov-80
89	URP Ltd.		SRIX083101	Nov-80
89	URP Ltd.		SRIX083102	Nov-80
89	URP Ltd.		SRIX083103	Dec-80
89	URP Ltd.		SRIX083104	Dec-80
89	URP Ltd.		SRIX083105	Jan-81
89	URP Ltd.		SRIX083106	Jan-81
89	URP Ltd.		SRIX083107	Jan-81

Sub-Count Pool 89 8

91	URP Ltd.		SRIX082900	10/1/2013
91	URP Ltd.		SRIX082901	10/1/2013
91	URP Ltd.		SRIX082902	10/1/2013
91	URP Ltd.		SRIX082903	10/1/2013
91	URP Ltd.		SRIX082904	10/1/2013
91	URP Ltd.		SRIX082905	10/1/2013
91	URP Ltd.		SRIX082906	10/1/2013
91	URP Ltd.		SRIX082907	10/1/2013

Sub-Count Pool 91 8

UV	URP Ltd.		GLNX 023403	5/1/1989
UV	URP Ltd.		GLNX 023404	5/1/1989
UV	URP Ltd.		GLNX 023405	5/1/1989
UV	URP Ltd.		GLNX 023406	5/1/1989
UV	URP Ltd.		GLNX 023407	5/1/1989
UV	URP Ltd.		GLNX 023408	5/1/1989
UV	URP Ltd.		GLNX 023409	5/1/1989
UV	URP Ltd.		GLNX 023410	5/1/1989
UV	URP Ltd.		GLNX 023411	5/1/1989

United Rail Partners, Ltd.
 Collateral Pool
 As of July 31, 2014

<u>Pool</u>	<u>Entity</u>	<u>Old Car #</u>	<u>New Car #</u>	<u>Built</u>
UV	URP Ltd.		GLNX 023413	5/1/1989
UV	URP Ltd.		GLNX 023573	9/1/1992
UV	URP Ltd.		GLNX 023575	1/1/1992
UV	URP Ltd.		GLNX 023576	9/1/1992
UV	URP Ltd.		GLNX 023578	1/1/1992
UV	URP Ltd.		GLNX 023579	1/1/1992
UV	URP Ltd.		GLNX 023580	1/1/1992
UV	URP Ltd.		GLNX 023581	9/1/1992
UV	URP Ltd.		GLNX 023583	1/1/1992
UV	URP Ltd.		GLNX 023586	1/1/1992
UV	URP Ltd.		GLNX 023587	1/1/1992

Sub-Count Pool UV

20

Total Current Collateral Pool

294