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SURFACE TRANSPORTATION BOARD



*Nathan Sommers Jacobs*

March 4, 2013

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

Re: Recordation of Seventh Amendment to Security Agreement, original Security Agreement was filed under Recordation No. 23905

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 seventh amendment to security agreement dated as of February 28, 2013 (the "Security Agreement"), and is a secondary document.

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

Secured Party:

Amegy Bank National Association  
4400 Post Oak Parkway  
5 Post Oak Park, 3<sup>rd</sup> Floor  
Houston, Texas 77027

Debtor:

United Rail Partners, Ltd.  
3355 West Alabama, #110  
Houston, Texas 77098

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

Rail cars specifically described on Exhibit "A" attached hereto (the "Railcars");

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

**Attorneys and Counselors**

2800 Post Oak Boulevard  
6<sup>th</sup> Floor  
Houston, Texas 77056

tel 713.960.0303  
fax 713.892.4800  
www.nathansommers.com

Direct Tel (713) 892-4841  
e-mail sfrazier@nathansommers.com



Seventh Amendment to Security Agreement dated as of February 28, 2013, between AMEGY BANK NATIONAL ASSOCIATION (formerly known as Southwest Bank of Texas, N.A.), 5 Post Oak Park, 3<sup>rd</sup> Floor, 4400 Post Oak Parkway, Houston, Texas 77027 ("Secured Party") and UNITED RAIL PARTNERS, LTD., 3355 West Alabama, #110, Houston, Texas 77098 ("Debtor"), and covering Railcars specifically described on Exhibit "A" attached hereto (the "Railcars").

A fee of \$42.00 is enclosed. Please return one (1) original to the undersigned after recording.

Sincerely,

Sarah H. Frazier

Enclosure

SEVENTH AMENDMENT TO SECURITY AGREEMENT

SURFACE TRANSPORTATION BOARD

This SEVENTH AMENDMENT TO SECURITY AGREEMENT ("Amendment"), dated as of February 28, 2013, is between UNITED RAIL PARTNERS, LTD., a Texas limited partnership ("Debtor"), and AMEGY BANK NATIONAL ASSOCIATION, a national banking association (formerly known as Southwest Bank of Texas, N.A.) ("Secured Party").

RECITALS:

WHEREAS, Debtor and Secured Party have entered into that certain Loan Agreement dated as of December 15, 2000, as amended by First Amendment to Loan Agreement dated as of November 1, 2001, Second Amendment to Loan Agreement dated as of March 31, 2003, Third Amendment to Loan Agreement dated as of October 31, 2003, Fourth Amendment to Loan Agreement dated as of April 30, 2006, Fifth Amendment to Loan Agreement dated as of July 31, 2006, Sixth Amendment to Loan Agreement dated as of February 22, 2007, Seventh Amendment to Loan Agreement dated as of June 13, 2008, Eighth Amendment to Loan Agreement dated as of March 31, 2010, Ninth Amendment to Loan Agreement dated as of May 17, 2010, and Tenth Amendment to Loan Agreement dated as of even date herewith (collectively, the "Loan Agreement").

WHEREAS, pursuant to the Loan Agreement Debtor executed 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, and Sixth Amendment to Security Agreement dated as of May 17, 2010 (collectively, the "Security Agreement").

WHEREAS, the execution of this Amendment is a condition to Secured Party entering into the Tenth Amendment to Loan Agreement referred to above.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are acknowledged and agreed, Debtor and Secured Party hereby agree as follows:

ARTICLE I.Amendments

1. Amendment to Exhibits. Effective as of the date hereof, (a) Debtor hereby grants to Secured Party a security interest in the property set forth in Annex "A" attached hereto, whether now owned or existing or hereafter arising or acquired and wherever arising or located, and (b) Debtor acknowledges and agrees that Exhibit "A" (Railcars) to the Security

Agreement is amended to conform in its entirety to Annex "A" to this Amendment.

ARTICLE II.

Additional Provisions

1. Acknowledgment by Debtor. Except as otherwise specified herein, the terms and provisions hereof shall in no manner impair, limit, restrict or otherwise affect the obligations of Debtor or any third party to Secured Party under any Loan Document (as defined in the Loan Agreement).

2. Additional Documentation. From time to time, Debtor shall execute or procure and deliver to Secured Party such other and further documents and instruments evidencing, securing or pertaining to the Security Agreement or the other Loan Documents as shall be reasonably requested by Secured Party so as to evidence or effect the terms and provisions hereof.

3. Continued Effectiveness. Except as expressly modified by the terms and provisions hereof, each of the terms and provisions of the Security Agreement and the other Loan Documents are hereby ratified and confirmed, and shall remain in full force and effect. The liens and security interests created by the Security Agreement remain in full force and effect.

4. Governing Law. THE TERMS AND PROVISIONS HEREOF SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

5. Binding Agreement. This Amendment shall be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

6. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be construed as one and the same instrument.

7. No Oral Agreements. This Amendment, the Loan Agreement and the other Loan Documents embody the final, entire agreement among 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, although not necessarily on, 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  
Assistant Vice President

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of, although not necessarily on, the day and year first written above.

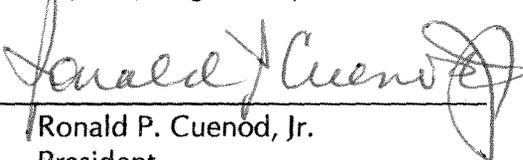
DEBTOR:

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  
Assistant Vice President

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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:  \_\_\_\_\_  
Robert R. Huette  
President

SECURED PARTY:

AMEGY BANK NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Sam Trail  
Assistant Vice President

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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. Huetten  
President

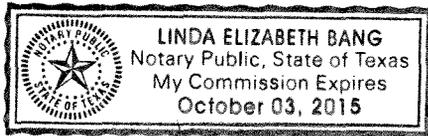
SECURED PARTY:

AMEGY BANK NATIONAL ASSOCIATION

By:  \_\_\_\_\_  
Sam Trail  
Assistant Vice President

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

On this 30 day of January, 2013, 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 Partner, 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.



*Linda Elizabeth Bang*  
\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

On this \_\_\_\_ day of January, 2013, 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 Partner, 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 \_\_\_\_ day of January, 2013, this instrument was acknowledged before me by Robert R. Huetten, 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 Partner, 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

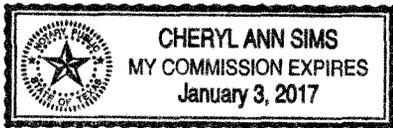
STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

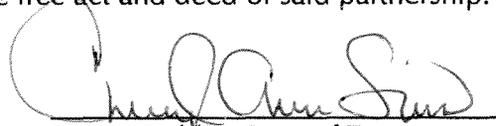
On this \_\_\_\_ day of January, 2013, this instrument was acknowledged before me by Jeffrey S. Rawson, President of RH Investments, Inc., a Texas corporation, on behalf of such corporation by authority of its Board of Directors, as the general partner of United Rail Partner, Ltd., a Texas limited partnership, 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 \_\_\_\_ day of January, 2013, 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 Partner, 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 \_\_\_\_ day of January, 2013, 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 Partner, 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

SIGNATURE PAGE TO SEVENTH AMENDMENT TO SECURITY AGREEMENT

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

On this \_\_\_\_ day of January, 2013, 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 Partner, 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

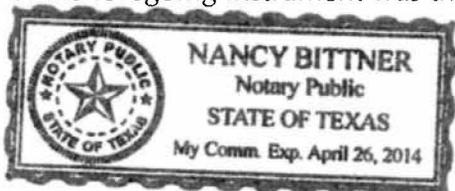
STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

On this \_\_\_\_ day of January, 2013, 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 Partner, 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       §

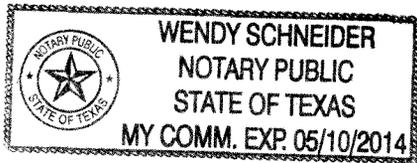
On this 30<sup>th</sup> day of January, 2013, this instrument was acknowledged before me by Robert R. Huette, President of Weimar Rail, Inc., a Texas corporation, on behalf of such corporation by authority of its Board of Directors, as the general partner of United Rail Partner, Ltd., a Texas limited 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 29 day of January, 2013, this instrument was acknowledged before me by Sam Trail as Assistant Vice President of Amegy Bank National Association, a national banking 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 Annexes  
Annex "A" - Railcars

Annex "A"

Railcars

<u>Pool</u>	<u>Car Number</u>
29	SRIX082514
29	SRIX082511
29	SRIX082513
29	SRIX082515
29	BRSX001015
29	BRSX001029
29	BRSX001046
29	SRIX082512
UV	GLNX 23573
UV	GLNX 23575
UV	GLNX 23578
UV	GLNX 23580
UV	GLNX 23583
UV	GLNX 23587
UV	GLNX 23576
UV	GLNX 23579
UV	GLNX 23581
UV	GLNX 23586
UV	GLNX 23403
UV	GLNX 23406
UV	GLNX 23410
UV	GLNX 23411
UV	GLNX 23409
UV	GLNX 23404
UV	GLNX 23405
UV	GLNX 23408
UV	GLNX 23413
UV	GLNX 23407
21	BRSX009638
21	BRSX009639
21	BRSX009640
21	BRSX009641
21	BRSX009642
21	BRSX009643
21	BRSX009644
21	BRSX009645
21	BRSX009646
21	CRPX009637
21	CRPX009642
21	CRPX009645
21	CRPX009649
21	BRSX008006

21	BRSX008008
21	BRSX009647
21	BRSX009648
21	BRSX009649
21	CRPX009715
21	CRPX009716
21	CRPX009717
21	CRPX009718
21	CRPX986035
21	CRPX986039
21	CRPX986041

Sub-Count

53

<u>Current Car Marks</u>	<u>Pending Car Marks</u>	<u>Manufacturer</u>	<u>DOT Spec Capacity</u>	<u>Car Type</u>
NATX033060	SRIX083108	TRINITY	112J340W	High Pressure tank car
NATX033061	SRIX083109	TRINITY	112J340W	High Pressure tank car
NATX033062	SRIX083110	TRINITY	112J340W	High Pressure tank car
NATX033063	SRIX083111	TRINITY	112J340W	High Pressure tank car
NATX033064	SRIX083112	TRINITY	112J340W	High Pressure tank car
NATX033065	SRIX083113	TRINITY	112J340W	High Pressure tank car
NATX033066	SRIX083114	TRINITY	112J340W	High Pressure tank car
NATX033067	SRIX083115	TRINITY	112J340W	High Pressure tank car
NATX033068	SRIX083116	TRINITY	112J340W	High Pressure tank car
NATX033069	SRIX083117	TRINITY	112J340W	High Pressure tank car
NATX033071	SRIX083118	TRINITY	112J340W	High Pressure tank car
NATX033072	SRIX083119	TRINITY	112J340W	High Pressure tank car
NATX033073	SRIX083120	TRINITY	112J340W	High Pressure tank car
NATX033074	SRIX083121	TRINITY	112J340W	High Pressure tank car
NATX033075	SRIX083122	TRINITY	112J340W	High Pressure tank car
NATX033076	SRIX083123	TRINITY	112J340W	High Pressure tank car
NATX033077	SRIX083124	TRINITY	112J340W	High Pressure tank car
NATX033078	SRIX083125	TRINITY	112J340W	High Pressure tank car
NATX033080	SRIX083126	TRINITY	112J340W	High Pressure tank car
NATX033081	SRIX083127	TRINITY	112J340W	High Pressure tank car
NATX033135	SRIX083128	TRINITY	112J340W	High Pressure tank car
NATX033136	SRIX083129	TRINITY	112J340W	High Pressure tank car
NATX033138	SRIX083130	TRINITY	112J340W	High Pressure tank car
NATX033139	SRIX083131	TRINITY	112J340W	High Pressure tank car
NATX033140	SRIX083132	TRINITY	112J340W	High Pressure tank car
NATX033141	SRIX083133	TRINITY	112J340W	High Pressure tank car
NATX033142	SRIX083134	TRINITY	112J340W	High Pressure tank car
NATX033143	SRIX083135	TRINITY	112J340W	High Pressure tank car
NATX033144	SRIX083136	TRINITY	112J340W	High Pressure tank car
NATX033145	SRIX083137	TRINITY	112J340W	High Pressure tank car

NATX033147	SRIX083138	TRINITY	112J340W	High Pressure tank car
NATX033148	SRIX083139	TRINITY	112J340W	High Pressure tank car

Sub-Count	32
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<u>Pool</u>	<u>Car Number</u>
84	SRIX080163
84	SRIX080230
84	SRIX080170
84	SRIX080172
84	SRIX080171
84	SRIX080250
84	SRIX080236
84	SRIX080228
84	SRIX080229
84	SRIX080251
84	SRIX080275
84	SRIX080173
84	SRIX080224
84	SRIX080280
84	SRIX080214
84	SRIX080174
84	SRIX080085
84	SRIX080252
84	SRIX080100
84	SRIX080253
84	SRIX080096
84	SRIX080099
84	SRIX080098
84	SRIX080231
84	SRIX080175
84	SRIX080101
84	SRIX080232
84	SRIX080310
84	SRIX080066
84	SRIX080067
84	SRIX080068
84	SRIX080069
84	SRIX080176
84	SRIX080154
84	SRIX080220
84	SRIX080155
84	SRIX080330
84	SRIX080070
84	SRIX080071
84	SRIX080179
84	SRIX080082

84	SRIX080215
84	SRIX080248
84	SRIX080178
84	SRIX080164
84	SRIX080180
84	SRIX080165
84	SRIX080166
84	SRIX080167
84	SRIX080177
84	SRIX080245
84	SRIX080102
84	SRIX080338
84	SRIX080222
84	SRIX080137
84	SRIX080168
84	SRIX080182
84	SRIX080183
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84	SRIX080103
84	SRIX080185
84	SRIX080186
84	SRIX080039
84	SRIX080104
84	SRIX080040
84	SRIX080047
84	SRIX080038
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84	SRIX080042
84	SRIX080043
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84	SRIX080244
84	SRIX080374
84	SRIX080111
84	SRIX080254
84	SRIX080298
84	SRIX080373
84	SRIX080377
84	SRIX080385
84	SRIX080384
84	SRIX080375
84	SRIX080255
84	SRIX080008
84	SRIX080191
84	SRIX080314
84	SRIX080378
84	SRIX080256
84	SRIX080192
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84	SRIX080371
84	SRIX080094
84	SRIX080299
84	SRIX080235
84	SRIX080258
84	SRIX080193
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84	SRIX080302
84	SRIX080216
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84	SRIX080195
84	SRIX080315
84	SRIX080106
84	SRIX080259
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84	SRIX080383

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84	SRIX080266
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84	SRIX080265
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84	SRIX080387
84	SRIX080086
84	SRIX080267
84	SRIX080270
84	SRIX080289
84	SRIX080260
84	SRIX080283
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84	SRIX080200
84	SRIX080201
84	SRIX080206
84	SRIX080386
84	SRIX080269
84	SRIX080261
84	SRIX080290
84	SRIX080087
84	SRIX080282
84	SRIX080075
84	SRIX080262
84	SRIX080263
84	SRIX080202
84	SRIX080203
84	SRIX080204
84	SRIX080205
84	SRIX080362
84	SRIX080108
84	SRIX080109
84	SRIX080271
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84	SRIX080126
84	SRIX080287

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84	SRIX080132
84	SRIX080218
84	SRIX080246
84	SRIX080273
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84	SRIX080360
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84	SRIX080369
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26	SRIX082509
26	SRIX082510
26	SRIX082501
26	SRIX082502
89	SRIX083105
89	SRIX083106
89	SRIX083100