

*Nathan Sommers Jacobs*

June 17, 2013



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

Re: Recordation of Eighth 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 an eighth amendment to security agreement dated as of May 21, 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 Annex "A" attached hereto (the "Railcars");

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



Eighth Amendment to Security Agreement dated as of May 21, 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 Annex "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

Annex "A"

Railcars

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

BRSX008008  
BRSX009647  
BRSX009648  
BRSX009649  
CRPX009715  
CRPX009716  
CRPX009717  
CRPX009718  
CRPX986035  
CRPX986039  
CRPX986041  
SRIX 82900  
SRIX 82901  
SRIX 82902  
SRIX 82903  
SRIX 82904  
SRIX 82905  
SRIX 82906  
SRIX 82907

EIGHTH AMENDMENT TO SECURITY AGREEMENT

This EIGHTH AMENDMENT TO SECURITY AGREEMENT ("Amendment"), dated as of May 21, 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, Tenth Amendment to Loan Agreement dated as of February 28, 2013, and Eleventh Amendment to Loan Agreement dated as of May 21, 2013 (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, Sixth Amendment to Security Agreement dated as of May 17, 2010, and Seventh Amendment to Security Agreement dated as of February 28, 2013 (collectively, the "Security Agreement").

WHEREAS, the execution of this Amendment is a condition the 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  
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.

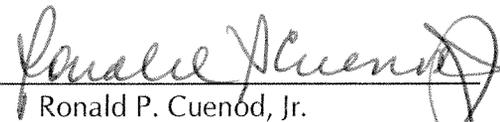
DEBTOR:

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  
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  
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. Huetten  
President

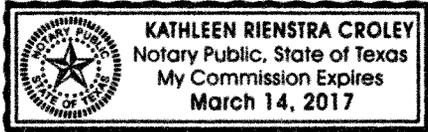
SECURED PARTY:

AMEGY BANK NATIONAL ASSOCIATION

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

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

On this 5<sup>TH</sup> day of JUNE, 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 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 \_\_\_\_\_, \_\_\_\_\_, 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

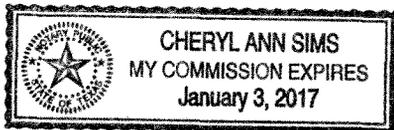
STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, 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       §

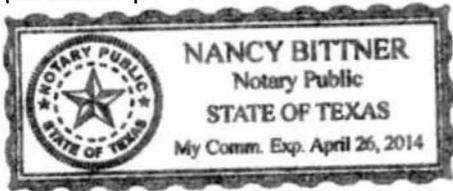
On this 5 day of JUNE, 2013, this instrument was acknowledged before me by Ronald P. Cuenod, Jr., President of Gemsbok, Inc., a Texas corporation, on behalf of such corporation by authority of its Board of Directors, as the general partner of United Rail Partners, Ltd., a Texas limited partnership, on 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 6<sup>th</sup> day of June, 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 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 \_\_\_\_\_, \_\_\_\_\_, this instrument was acknowledged before me by Sam Trail as 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

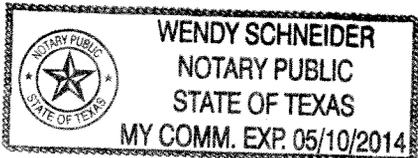
STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, 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 6th day of June, 2013, this instrument was acknowledged before me by Sam Trail as 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.



[Handwritten Signature]  
Notary Public, State of Texas

List of Annexes  
Annex "A" - Railcars

Annex "A"

Railcars

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

BRSX008008  
BRSX009647  
BRSX009648  
BRSX009649  
CRPX009715  
CRPX009716  
CRPX009717  
CRPX009718  
CRPX986035  
CRPX986039  
CRPX986041  
SRIX 82900  
SRIX 82901  
SRIX 82902  
SRIX 82903  
SRIX 82904  
SRIX 82905  
SRIX 82906  
SRIX 82907