

BUTLER & BINION

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ATTORNEYS AT LAW  
A PARTNERSHIP INCLUDING  
PROFESSIONAL CORPORATIONS

January 13, 1986

REGUL. FILE NO. 14339-13

JAN 17 1986 - 10 20 AM

INTERSTATE COMMERCE COMMISSION

Date 1/17/86  
Fee \$ 10.00  
ICC Washington, D. C.

Interstate Commerce Commission  
12th and Constitution Avenues, N. W.  
Room 2303  
Washington, D. C. 20423

Attention: Mildred Lee

Re: Document for Recordation

Dear Ms. Lee:

I have enclosed an original and one certified copy of an Amendment to Security Agreement (Railtex, Inc.), a secondary document, to be recorded pursuant to 49 U.S.C. §11303. This document is dated November 27, 1985 and is submitted in reference to an I.C.C. recorded Security Agreement, I.C.C. recordation number 14339.

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

- Debtor: Railtex, Inc.  
4901 Broadway, Suite 231  
San Antonio, Texas 78209
- Secured Party: Allied Bank West Loop, N. A.  
P. O. Box 4401  
Houston, Texas 77210

A description of the equipment covered by the Amendment to Security Agreement is attached to the document as Exhibit A.

A recording fee of \$10.00 is enclosed to cover the cost of recording this Amendment to Security Agreement.

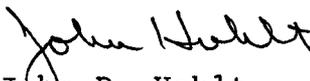
Please return the original and any extra copies not needed by the I.C.C. to the undersigned at Butler & Binion, 1776 Allied Bank Plaza, 1000 Louisiana, Houston, Texas 77002.

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

Amendment to Security Agreement between Railtex, Inc., 4901 Broadway, Suite 231, San Antonio, Texas 78209 ("Debtor"), as Debtor, and Allied Bank West Loop, N. A., P. O. Box 4401, Houston, Texas 77210 ("Secured Party"), as Secured Party, dated November 27, 1985, by which Debtor and Secured Party amended the terms and conditions of that certain Security Agreement dated June 1, 1984, recordation number 14339, by and between Debtor and Allied Bank of Texas ("ABOT"), covering 50 rapid discharge button dump rail cars, marked TRAX 1000-1049 inclusive, and 5 open top hopper cars, marked TRAX 105-109 inclusive, as more fully described therein, all of the rights of ABOT under said Security Agreement having been assigned by ABOT to Secured Party.

If you have any questions regarding this matter, or if you need additional information, please call me at (713) 237-3681.

Very truly yours,

  
John R. Hohlt

JRHO:129/N  
Enclosures

cc: Mr. Joseph H. Argue, III  
Allied Bank West Loop, N. A.

Mr. Phillip W. Lacy (Firm)

REGISTRATION NO. 14339-B Filed 1986

JAN 17 1986 -10 20 AM

CERTIFICATE

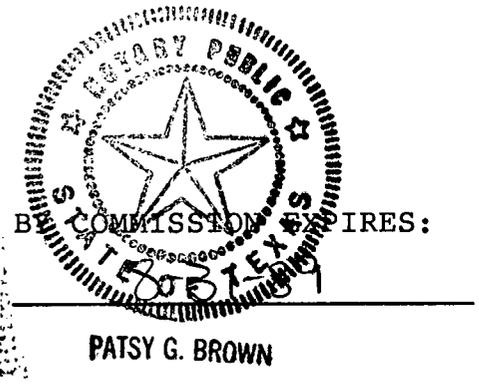
INTERSTATE COMMERCE COMMISSION

I hereby certify that I have compared the attached copy of an Amendment to Security Agreement (Railtex, Inc.) with the original and have found the attached copy to be a true copy of the original Amendment to Security Agreement (Railtex, Inc.), complete and identical in all respects to the original.

WITNESS MY HAND AND SEAL, on this 13<sup>th</sup> day of January, 1986.

*Patsy G. Brown*

Notary Public in and for  
the State of Texas



JRHO:129/M

AMENDMENT TO SECURITY AGREEMENT  
(RAILTEX, INC.)

This Amendment to Security Agreement is made by RAILTEX, INC., a Texas corporation, with its principal office at 4901 Broadway, Suite 231, San Antonio, Texas 78209, hereinafter called "Debtor," herein acting by and through its duly authorized officer, and ALLIED BANK WEST LOOP, N.A., a national banking association, with its principal office in Houston, Harris County, Texas.

W I T N E S S E T H:

WHEREAS, Debtor previously executed that certain Security Agreement (the "Security Agreement") on fifty-five (55) rail cars described in Exhibit "A" attached hereto and made part hereof to secure the indebtedness of Debtor to Allied Bank of Texas in the original principal sum of ONE MILLION TWO HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS (\$1,230,000.00), plus interest, which indebtedness is evidenced by one certain promissory note dated June 1, 1984, executed by Debtor, and payable to the order of Allied Bank of Texas at Houston, Harris County, Texas (hereinafter sometimes called the "\$1,230,000.00 Note");

WHEREAS, the Security Agreement was duly recorded on the 8th day of June, 1984, under Recordation No. 14339 of the Records of the Interstate Commerce Commission; and

WHEREAS, the \$1,230,000.00 Note together with a promissory note dated November 10, 1982 in the original principal amount of \$1,400,000.00 (the \$1,400,000.00 Note together with the \$1,230,000.00 Note hereinafter collectively referred to as "said Indebtedness"), and all liens, security interests, and assignments securing payment of same, were assigned by ALLIED BANK OF TEXAS to ALLIED BANK WEST LOOP, N.A. (hereinafter referred to as "Secured Party"); and

WHEREAS, Secured Party is the present owner and holder of said Indebtedness; and

WHEREAS, Secured Party and Debtor desire to amend the Security Agreement to reflect the renewal, extension and rearrangement of the original principal balance of the \$1,400,000.00 Note, but not novation or discharge thereof, and the cross-collateralization of all of said Indebtedness by the Security Agreement;

NOW THEREFORE, for and in consideration of the mutual premises, covenants and agreements herein contained, the parties hereto agree as follows, intending to be legally bound:

Section 1. Amendments. The Security Agreement is hereby amended as follows:

(a) The definition of "Secured Party" in the Security Agreement is hereby amended to provide the "Secured Party" shall mean "Allied Bank West Loop, N.A."

(b) Section I of the Security Agreement is amended to hereinafter read as follows:

"The security interest and lien granted hereby is to secure the payment of (i) that certain promissory note dated as of November 10, 1985, in the original principal sum of \$1,111,234.75, together with any and all extensions, rearrangements and renewals thereof, executed by or on behalf of Debtor and payable to the order of Secured Party in the manner as therein provided; (ii) that certain promissory note dated June 1, 1984, in the original principal amount of \$1,230,000.00, together with any and all extensions, rearrangements and renewals thereof, executed by or on behalf of Debtor and payable to the order of Secured Party; and (iii) any and all other indebtedness and liabilities whatsoever of the Debtor to Secured Party, whether direct or indirect, absolute or contingent, due or to become due, whether now existing or hereafter arising and howsoever evidenced or acquired, and whether joint or several (all of which are hereinafter sometimes called the "Obligations"). DEBTOR ACKNOWLEDGES THAT THE SECURITY INTEREST AND LIEN HEREBY GRANTED SHALL SECURE ALL FUTURE ADVANCES AS WELL AS ANY AND ALL OTHER OBLIGATIONS AND LIABILITIES OF DEBTOR TO SECURED PARTY WHETHER NOW IN EXISTENCE OR HEREAFTER ARISING."

Section 2. Continuing Force and Effect. Debtor and Secured Party hereby further agree that all other terms and conditions of the Security Agreement shall remain in full force and effect.





EXHIBIT A

Fifty (50) "Rapid Discharge" TM self-clearing, bottom dump rail cars, manufactured by Ortner Freight Car Company, model no. OC-5025 (100 ton), specification no. EX-279, having AAR mechanical designation HT, and AAR car type code H450 with capacity of 2300 cubic feet, currently marked TRAX 1000-1049, inclusive.

Five (5) Used, Open-top hopper cars having AAR mechanical designation HT, and AAR car type code H250 with capacity of 2608 cubic feet, and 70 ton capacity, currently marked TRAX 105-109 inclusive.

The Collateral shall include all equipment and all additions and accessories to each of the above-referenced cars, and all right to receive and collect rentals, liquidated damages, proceeds of sale, all per diem mileage, or other payments now or hereafter to become payable under leases or with respect to such equipment and all accounts, chattel paper, and general intangibles with respect thereto, all as requested by Secured Party.

JDDU/D28-T