RECORDATION NO. 22456-G FILED

FEB 09 '04 2-55 PM

SURFACE TRANSPORTATION BOARD

Nathan Sommers Jacobs Gorman

FEB 9 2004 RECEIVED

January 21, 2004

Surface Transportation Board
1925 K Street, N.W.
Suite 700
Washington, D.C. 20423

Re: Recordation of First Amendment to Security Agreement, original Security Agreement was filed under Recordation No. 22456.

To whom it may concern:

I have enclosed one (1) original and one (1) certified copy of the document described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

The document is a first amendment to security agreement dated as of October 31, 2003 (the "Security Agreement"), which was executed in renewal, extension and modification of, and not in discharge or novation of that certain Security Agreement dated as of March 15, 2002, which was executed in renewal, extension and modification of, and not in discharge or novation of that certain Security Agreement dated as of September 27, 1999 (as amended), and is a secondary document.

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

Secured Party:
Southwest Bank of Texas, N.A.
Five Post Oak Park
4400 Post Oak Parkway
Houston, Texas 77027

Debtor:
Southwest Rail Industries, Inc.
601 South East Street
Weimar, Texas 78962

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

(a) Four Hundred Fifty-Nine (459) rail cars, specifically described on Exhibit "A" attached hereto (the "Railcars");

A Professional Corporation
Attorneys and Counselors
2800 Post Oak Boulevard | 61st Floor
Houston, Texas 77056-6102
Main: 713.960.0303

Direct: 713.892.4863 | Fax: 713.892.4800
Email: amclaughlin@nathansommers.com

(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 Debtors 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 First Amendment to Security Agreement to appear in the index is as follows:

Security Agreement dated as of October 31, 2003 between Southwest Bank of Texas, N.A., Five Post Oak Park, 4400 Post Oak Parkway, Houston, Texas 77027 ("Secured Party") and Southwest Rail Industries, Inc., 601 South East Street, Weimar, Texas 78962 ("Debtor"), as amended by First Amendment to Security Agreement dated as of January 16, 2004, which was executed in renewal, extension and modification of, and not in discharge or novation of, that certain Security Agreement dated as of March 15, 2002, which was executed in renewal, extension and modification of, and not in discharge or novation of, that certain Security Agreement dated as of September 27, 1999, as amended by First Amendment to Security Agreement dated as of November 1, 1999, Second Amendment to Security Agreement dated as of February 15, 2000 and Third Amendment to Security Agreement dated as of November 1, 2001, and covering (a) Four Hundred Fifty-Nine (459) rail cars, specifically described on Exhibit "A" attached hereto (the "Railcars"); (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 Debtors 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 $30.00 is enclosed. Please return one (1) file stamped original to the undersigned after recording.

Sincerely,

Ana M. McLaughlin

Ana M. McLaughlin
Legal Assistant

:AMM

encl
J4009.60.wpd

FIRST AMENDMENT TO SECURITY AGREEMENT

This FIRST AMENDMENT TO SECURITY AGREEMENT ("Amendment"), dated as of January 16, 2004, is between SOUTHWEST RAIL INDUSTRIES, INC., a Texas corporation ("Debtor"), and SOUTHWEST BANK OF TEXAS, N.A., a national banking association ("Secured Party").

RECITALS:

WHEREAS, Debtor and Secured Party have entered into that certain Loan Agreement dated as of October 31, 2003, as amended by First Amendment to Loan Agreement dated as of even date herewith (the "Loan Agreement").

WHEREAS, pursuant to the Loan Agreement Debtor executed that certain Security Agreement, dated as of October 31, 2003 (the "Security Agreement").

WHEREAS, the execution of this Amendment is a condition to Secured Party entering into 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

(a) Amendment to Section 1.01(a). Effective as of the date hereof, Section 1.01(a) of the Security Agreement is amended to read in its entirety as follows:

(a) Four Hundred Fifty-Nine (459) rail cars, specifically described on Exhibit "A" attached hereto (the "Railcars");

(b) Amendment to Exhibit "A". Effective as of the date hereof, Exhibit "A" of the Security Agreement is amended to conform in its entirety as Annex "A" attached hereto.

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SURFACE TRANSPORTATION BOARD

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.

8. Imaging. Borrower understands and agrees that (i) Lender's document retention policy involves the imaging of executed loan documents and the destruction of the paper originals, and (ii) Borrower waives any right that it may have to claim that the imaged copies of the loan documents are not originals.

EXECUTED as of the date first above written.

DEBTOR:

SOUTHWEST RAIL INDUSTRIES, INC.

By: _____
Robert R. Huette
President

SECURED PARTY:

SOUTHWEST BANK OF TEXAS, N.A.

By: _____
C. Ross Bartley
Assistant Vice President

STATE OF TEXAS §
§
COUNTY OF HARRIS §

On this 22nd day of January, 2004, this instrument was acknowledged before me by Robert R. Huette, President of Southwest Rail Industries, Inc., a Texas corporation, on behalf of such corporation 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 corporation.

NANCY BITTNER
NOTARY PUBLIC
STATE OF TEXAS
My Commission Expires 04-26-2006

Nancy Bittner
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF HARRIS §

On this 23rd day of January, 2004, this instrument was acknowledged before me by C. Ross Bartley as Assistant Vice President of Southwest Bank of Texas, N.A., a national association, on behalf of such association, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

NICHOLAS J. BRUCE
Notary Public, State of Texas
My Commission Expires
AUGUST 17, 2005

Nicholas J. Bruce
Notary Public, State of Texas

Annex "A"

Railcars

SOUTHWEST RAIL INDUSTRIES, INC.
Cars with Southwest Bank of Texas

Exhibit "A"

Car Initial	Car Number	
SRIX	37	
SRIX	221	
SRIX	222	
SRIX	223	
SRIX	224	
SRIX	225	
SRIX	226	
SRIX	227	
SRIX	228	
SRIX	244	
SRIX	245	
SRIX	246	
SRIX	254	
SRIX	255	
SRIX	256	
SRIX	1205	
SRIX	1207	
SRIX	1254	
SRIX	1255	
SRIX	2300	
SRIX	2301	
SRIX	2303	
SRIX	2304	
SRIX	2311	
SRIX	2314	
SRIX	2316	
SRIX	2317	
SRIX	2319	
SRIX	2323	
SRIX	2339	
SRIX	2349	
SRIX	2553	
SRIX	3200	
SRIX	3204	
SRIX	10001	
SRIX	10002	
SRIX	10003	
SRIX	10004	
SRIX	10005	
SRIX	10006	
SRIX	10007	

SOUTHWEST RAIL INDUSTRIES, INC.
Cars with Southwest Bank of Texas

Exhibit "A"

Car Initial	Car Number	
SRIX	10008	
SRIX	16101	
SRIX	16102	
SRIX	16103	
SRIX	16105	
SRIX	16106	
SRIX	16107	
SRIX	16110	
SRIX	16111	
SRIX	16112	
SRIX	16113	
SRIX	16114	
SRIX	16115	
SRIX	16116	
SRIX	17005	
SRIX	17007	
SRIX	17008	
SRIX	17009	
SRIX	17010	
SRIX	17011	
SRIX	17012	
SRIX	17013	
SRIX	17014	
SRIX	17015	
SRIX	17016	
SRIX	17017	
SRIX	17018	
SRIX	17019	
SRIX	17020	
SRIX	17021	
SRIX	17022	
SRIX	17023	
SRIX	17024	
SRIX	17025	
SRIX	17026	
SRIX	17027	
SRIX	17028	
SRIX	17029	
SRIX	17030	
SRIX	17031	
SRIX	17032	

SOUTHWEST RAIL INDUSTRIES, INC.
Cars with Southwest Bank of Texas

Exhibit "A"

Car Initial	Car Number	
SRIX	17034	
SRIX	17035	
SRIX	17036	
SRIX	17037	
SRIX	17039	
SRIX	17041	
SRIX	17042	
SRIX	17043	
SRIX	17044	
SRIX	17053	
SRIX	17054	
SRIX	17055	
SRIX	20100	
SRIX	20101	
SRIX	20102	
SRIX	20103	
SRIX	20106	
SRIX	20206	
SRIX	20207	
SRIX	20208	
SRIX	20209	
SRIX	20210	
SRIX	20512	
SRIX	20513	
SRIX	20514	
SRIX	20515	
SRIX	20516	
SRIX	20517	
SRIX	20518	
SRIX	20519	
SRIX	20521	
SRIX	20522	
SRIX	20700	
SRIX	20701	
SRIX	20702	
SRIX	20703	
SRIX	20704	
SRIX	20705	
SRIX	20706	
SRIX	21000	
SRIX	21001	

SOUTHWEST RAIL INDUSTRIES, INC.
Cars with Southwest Bank of Texas

Exhibit "A"

Car Initial	Car Number	
SRIX	21002	
SRIX	21003	
SRIX	21004	
SRIX	21005	
SRIX	21006	
SRIX	21007	
SRIX	21008	
SRIX	21009	
SRIX	21010	
SRIX	21011	
SRIX	21012	
SRIX	21013	
SRIX	21014	
SRIX	21015	
SRIX	21016	
SRIX	21017	
SRIX	21018	
SRIX	21019	
SRIX	21020	
SRIX	21524	
SRIX	21525	
SRIX	22001	
SRIX	22002	
SRIX	22011	
SRIX	23502	
SRIX	23503	
SRIX	23504	
SRIX	23505	
SRIX	23506	
SRIX	23507	
SRIX	23530	
SRIX	23531	
SRIX	23532	
SRIX	23533	
SRIX	23534	
SRIX	23535	
SRIX	23536	
SRIX	23537	
SRIX	23538	
SRIX	23539	
SRIX	23540	

SOUTHWEST RAIL INDUSTRIES, INC.
Cars with Southwest Bank of Texas

Exhibit "A"

Car Initial	Car Number	
SRIX	23541	
SRIX	23542	
SRIX	23543	
SRIX	23544	
SRIX	23549	
SRIX	23550	
SRIX	23551	
SRIX	23552	
SRIX	23553	
SRIX	24003	
SRIX	24004	
SRIX	24005	Stencilled PPRX 18
SRIX	25011	
SRIX	25012	
SRIX	25013	
SRIX	25014	
SRIX	25015	
SRIX	25016	
SRIX	25017	
SRIX	25018	
SRIX	25020	
SRIX	25021	
SRIX	30049	
SRIX	30050	
SRIX	30112	
SRIX	30113	
SRIX	30114	
SRIX	30115	
SRIX	30116	
SRIX	30117	
SRIX	30118	
SRIX	30119	
SRIX	30120	
SRIX	30121	
SRIX	30122	
SRIX	30123	
SRIX	30124	
SRIX	30125	
SRIX	30126	
SRIX	30127	
SRIX	30128	

SOUTHWEST RAIL INDUSTRIES, INC.
Cars with Southwest Bank of Texas

Exhibit "A"

Car Initial	Car Number	
SRIX	30129	
SRIX	30130	
SRIX	30131	
SRIX	30132	
SRIX	30133	
SRIX	30134	
SRIX	30135	
SRIX	30136	
SRIX	30137	
SRIX	30138	
SRIX	30139	
SRIX	30140	
SRIX	30141	
SRIX	30142	
SRIX	30143	
SRIX	30144	
SRIX	30145	
SRIX	30146	
SRIX	30147	
SRIX	33010	
SRIX	33020	
SRIX	33030	
SRIX	33040	
SRIX	33050	
SRIX	33060	
SRIX	33090	
SRIX	33130	
SRIX	33140	
SRIX	33170	
SRIX	33180	
SRIX	33200	
SRIX	33240	
SRIX	33260	
SRIX	33270	
SRIX	33501	
SRIX	33547	
SRIX	33617	
SRIX	33618	
SRIX	33619	
SRIX	33620	
SRIX	33621	

SOUTHWEST RAIL INDUSTRIES, INC.
Cars with Southwest Bank of Texas

Exhibit "A"

Car Initial	Car Number	
SRIX	33622	
SRIX	33623	
SRIX	33670	
SRIX	33671	
SRIX	33672	
SRIX	33673	
SRIX	33674	
SRIX	33675	
SRIX	33676	
SRIX	33677	
SRIX	33678	
SRIX	33679	
SRIX	33680	
SRIX	33681	
SRIX	33682	
SRIX	33683	
SRIX	33684	
SRIX	33685	
SRIX	34004	
SRIX	34010	
SRIX	34011	
SRIX	34012	
SRIX	34013	
SRIX	34014	
SRIX	34015	
SRIX	34016	
SRIX	34017	
SRIX	34018	
SRIX	34020	
SRIX	34060	
SRIX	34075	
SRIX	34076	
SRIX	34077	
SRIX	45300	
SRIX	45301	
SRIX	45302	
SRIX	45303	
SRIX	45304	
SRIX	45305	
SRIX	45306	
SRIX	45307	

Exhibit "A"

Car Initial	Car Number	
SRIX	45308	
SRIX	45309	
SRIX	45310	
SRIX	45311	
SRIX	45312	
SRIX	45313	
SRIX	45314	
SRIX	45315	
SRIX	45316	
SRIX	45317	
SRIX	45318	
SRIX	45319	
SRIX	45320	
SRIX	45321	
SRIX	45322	
SRIX	45323	
SRIX	45324	
SRIX	45325	
SRIX	45326	
SRIX	45327	
SRIX	45328	
SRIX	45329	
SRIX	45330	
SRIX	45331	
SRIX	45332	
SRIX	45333	
SRIX	45334	
SRIX	45335	
SRIX	45336	
SRIX	45337	
SRIX	45338	
SRIX	45339	
SRIX	45340	
SRIX	45341	
SRIX	45342	
SRIX	45343	
SRIX	45344	
SRIX	45345	
SRIX	45347	
SRIX	45348	
SRIX	45349	

SOUTHWEST RAIL INDUSTRIES, INC.
Cars with Southwest Bank of Texas

Exhibit "A"

Car Initial	Car Number	
SRIX	45350	
SRIX	45351	
SRIX	45352	
SRIX	45353	
SRIX	45354	
SRIX	45355	
SRIX	45356	
SRIX	45357	
SRIX	45358	
SRIX	45359	
SRIX	45360	
SRIX	45362	
SRIX	45363	
SRIX	45364	
SRIX	45365	
SRIX	45366	
SRIX	45367	
SRIX	45369	
SRIX	45370	
SRIX	45371	
SRIX	45372	
SRIX	45373	
SRIX	45374	
SRIX	45375	
SRIX	45376	
SRIX	45377	
SRIX	45378	
SRIX	45379	
SRIX	45380	
SRIX	45381	
SRIX	45382	
SRIX	45383	
SRIX	45384	
SRIX	45385	
SRIX	45386	
SRIX	45387	
SRIX	45388	
SRIX	45389	
SRIX	45390	
SRIX	45391	
SRIX	45392	

SOUTHWEST RAIL INDUSTRIES, INC.
Cars with Southwest Bank of Texas

Exhibit "A"

Car Initial	Car Number	
SRIX	45393	
SRIX	45394	
SRIX	45395	
SRIX	45396	
SRIX	45397	
SRIX	45398	
SRIX	251200	
SRIX	251300	
SRIX	252200	
SRIX	252400	
SRIX	252500	
SRIX	219800	
SRIX	219600	
SRIX	252600	
SRIX	252700	
SRIX	252900	
SRIX	253000	
SRIX	253100	
SRIX	253200	
SRIX	253300	
SRIX	23555	
SRIX	23556	
SRIX	23557	
SRIX	23558	
SRIX	23559	
SRIX	23560	
SRIX	23561	
SRIX	23562	
SRIX	23563	
SRIX	23564	
SRIX	23565	
SRIX	23566	
SRIX	23567	
SRIX	23568	
SRIX	23569	
SRIX	23570	
SRIX	23571	
SRIX	23572	
SRIX	23573	
SRIX	23574	

SOUTHWEST RAIL INDUSTRIES, INC.
Cars with Southwest Bank of Texas

Exhibit "A"

Car Initial	Car Number	
SRIX	23575	
SRIX	23576	
SRIX	23577	
SRIX	23578	
SRIX	23579	
SRIX	23580	
SRIX	23581	
SRIX	23582	
SRIX	23583	
SRIX	23584	
SRIX	23585	
SRIX	23586	
SRIX	23587	
SRIX	23588	
SRIX	23589	
SRIX	23590	
SRIX	23591	
SRIX	23592	
SRIX	23593	
SRIX	23594	
SRIX	23595	
SRIX	23596	
SRIX	23597	
SRIX	23598	
SRIX	23599	
SRIX	33631	
SRIX	33632	
SRIX	33633	
SRIX	33634	
SRIX	33635	
SRIX	33636	
SRIX	33637	
SRIX	33638	
SRIX	33639	
SRIX	33640	
SRIX	33641	
SRIX	33642	
SRIX	33643	
SRIX	33644	
SRIX	33645	

SOUTHWEST RAIL INDUSTRIES, INC.
Cars with Southwest Bank of Texas

Exhibit "A"

Car Initial	Car Number	
SRIX	33646	
SRIX	33647	
SRIX	33648	
SRIX	33649	
SRIX	33650	
SRIX	33651	
SRIX	33652	
SRIX	33653	
SRIX	33654	
SRIX	33655	