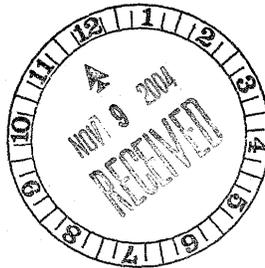


November 4, 2004

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



**Nathan
Sommers
+ Jacobs
Gorman**

RECORDATION NO. 24917-A FILED

NOV 10 '04 10:32 AM

SURFACE TRANSPORTATION BOARD

Re: Recordation of First Amendment to Security Agreement, original Security Agreement was filed under Recordation No. 24917.

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 6, 2004 (the "Security Agreement"), 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:
Jason Huette
556 South Franklin
Houston, Texas 78945

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

(a) Seven (7) rail cars, specifically SRIX 20021, SRIX 20022, SRIX 30110, SRIX 30111, SRIX 33548, SRIX 33696 and SRIX 33697 (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

A Professional Corporation
ATTORNEYS AND COUNSELORS
2800 POST OAK BOULEVARD | 61ST FLOOR
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EMAIL: AMCLAUGHLIN@NATHANSOMMERS.COM

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 March 30, 2004, as amended by First Amendment to Security Agreement dated as of October 6, 2004 between Southwest Bank of Texas, N.A., Five Post Oak Park, 4400 Post Oak Parkway, Houston, Texas 77027 ("Secured Party") and Jason Huetter, 556 South Franklin, La Grange, Texas 78945 ("Debtor"), and covering (a) Seven (7) rail cars, specifically SRIX 20021, SRIX 20022, SRIX 30110, SRIX 30111, SRIX 33548, SRIX 33696 and SRIX 33697 (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,

A handwritten signature in black ink that reads "Ana M. McLaughlin". The signature is written in a cursive style with a large initial "A".

Ana M. McLaughlin
Legal Assistant

:AMM

encl

FIRST AMENDMENT TO SECURITY AGREEMENT NOV 10 '04 10-32 AM

SURFACE TRANSPORTATION BOARD

This FIRST AMENDMENT TO SECURITY AGREEMENT ("Amendment"), dated as of October 6, 2004, is between JASON HUETTE, an individual ("Debtor"), and SOUTHWEST BANK OF TEXAS N.A., a national banking association ("Secured Party").

RECITALS:

WHEREAS, Secured Party has extended credit to Debtor in the form of a term loan, as extended, modified and increased pursuant to that certain First Modification and Extension Agreement (the "Modification") dated as of October 6, 2004 (collectively, the "Note").

WHEREAS, pursuant to the Note Debtor executed that certain Security Agreement, dated as of March 30, 2004 (the "Security Agreement").

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

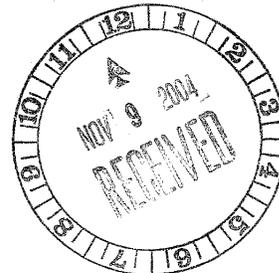
Amendments

1. Amendment to 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) Seven (7) rail cars, specifically SRIX 20021, SRIX 20022, SRIX 30110, SRIX 30111, SRIX 33548, SRIX 33696 and SRIX 33697 (the "Railcars");

2. Amendment to Section 1.02(a). Effective as of the date hereof, Section 1.02(a) of the Security Agreement is amended to read in its entirety as follows:

(a) the obligations and indebtedness of Debtor to Secured Party to acquire the Railcars as evidenced by that certain promissory note dated March 30, 2004, executed by Debtor and payable to the order of Secured Party, as extended, modified and increased pursuant to that certain First Modification and extension Agreement dated as of October 6, 2004 (collectively, the "Note");



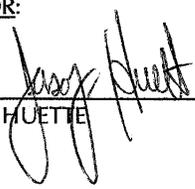
ARTICLE II.

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 Note).
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 Note and the other Loan Documents embody the final, entire agreement among the parties hereto. There are no oral agreements among the parties hereto.

EXECUTED as of the date first above written.

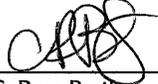
DEBTOR:



JASON HUETTE

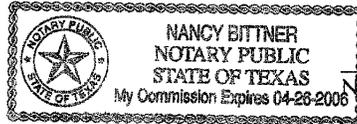
SECURED PARTY:

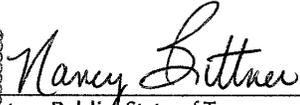
SOUTHWEST BANK OF TEXAS N.A.

By: 
C. Ross Bartley
Vice President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

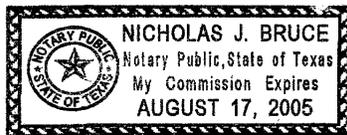
On this 25th day of October, 2004, this instrument was acknowledged before me by JASON HUETTE, an individual, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said individual.

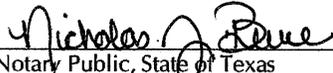



Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

On this 27th day of October, 2004, this instrument was acknowledged before me by C. Ross Bartley, as Vice President of Southwest Bank of Texas N.A., a national association, on behalf of such association, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.




Notary Public, State of Texas