

RECORDATION NO. 26606-B FILED

April 16, 2008

APR 22 '08

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**Nathan
Sommers
Jacobs**

SURFACE TRANSPORTATION BOARD

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



Re: Recordation of Second Amendment to Security Agreement, original Security Agreement was filed under Recordation No. 26606.

To whom it may concern:

I have enclosed two certified copies of the document described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

The document is a second amendment to security agreement dated as of February 18, 2008 (the "Security Agreement"), and is a secondary document.

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

Debtor:

Sulcom, Inc.
10001 Woodloch Forest Drive, Suite 400
The Woodlands, Texas 77380

Secured Party:

Amegy Bank National Association
5 Post Oak Park
4400 Post Oak Parkway
Houston, Texas 77027

A description of the equipment covered by the Second Amendment to Security Agreement is as described on Exhibit "A" hereto.

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

DIRECT: 713.892.4863 | FAX: 713.892.4800
EMAIL: AMCLAUGHLIN@NATHANSOMMERS.COM

Amegy Bank National Association, 5 Post Oak Park, 4400 Post Oak Parkway, Houston, Texas 77027 ("Secured Party"), and covering the tank cars described on Exhibit "A" hereto.

A fee of \$35.00 is enclosed. Please return one (1) file stamped copy to the undersigned after recording.

Sincerely,

A handwritten signature in black ink, appearing to read "Ana M. McLaughlin". The signature is written in a cursive, flowing style.

Ana M. McLaughlin
Legal Assistant

:AMM

encl

EXHIBIT "A"

Railcars

SULCOM OWNED CARS

ITDX

1	ITDX	8600	North American Railcar
2	ITDX	8330	North American Railcar
3	ITDX	8333	North American Railcar
4	ITDX	8334	North American Railcar
5	ITDX	8385	North American Railcar
6	ITDX	8379	North American Railcar
7	ITDX	8384	North American Railcar
8	ITDX	8388	North American Railcar
9	ITDX	8388	North American Railcar
10	ITDX	8389	North American Railcar
11	ITDX	8390	North American Railcar
12	ITDX	8391	North American Railcar
13	ITDX	8392	North American Railcar
14	ITDX	8601	North American Railcar
15	ITDX	8604	North American Railcar
16	ITDX	8609	North American Railcar
17	ITDX	8612	North American Railcar
18	ITDX	8613	North American Railcar
19	ITDX	8614	North American Railcar
20	ITDX	8615	North American Railcar
21	ITDX	8617	North American Railcar
22	ITDX	8621	North American Railcar
23	ITDX	8622	North American Railcar
24	ITDX	8623	North American Railcar

SULCOM Railcars

25	ITDX	8624	North American Railcar
26	ITDX	8626	North American Railcar
27	ITDX	8628	North American Railcar
28	ITDX	8631	North American Railcar
29	ITDX	8632	North American Railcar
30	ITDX	8633	North American Railcar
31	ITDX	8635	North American Railcar
32	ITDX	8636	North American Railcar
33	ITDX	8638	North American Railcar
34	ITDX	8640	North American Railcar
35	ITDX	8643	North American Railcar
36	ITDX	8644	North American Railcar
37	ITDX	8645	North American Railcar
38	ITDX	8650	North American Railcar
39	ITDX	8653	North American Railcar
40	ITDX	8654	North American Railcar
41	ITDX	8656	North American Railcar
42	ITDX	8657	North American Railcar
43	ITDX	8659	North American Railcar
44	ITDX	8660	North American Railcar
45	ITDX	8661	North American Railcar
46	ITDX	8662	North American Railcar
47	ITDX	8663	North American Railcar
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51	ITDX	8668	North American Railcar
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58	ITDX	8677	North American Railcar
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63	ITDX	8682	North American Railcar
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67	ITDX	8688	North American Railcar
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70	ITDX	8691	North American Railcar
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72	ITDX	8693	North American Railcar
73	ITDX	8694	North American Railcar
74	ITDX	16171	North American Railcar
75	ITDX	16210	North American Railcar
76	ITDX	16212	North American Railcar

SULCOM Railcars

77	ITDX	16213	North American Railcar
78	ITDX	16215	North American Railcar
79	ITDX	16218	North American Railcar
80	ITDX	16222	North American Railcar
81	ITDX	16224	North American Railcar
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113	ITDX	16418	North American Railcar
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115	ITDX	16433	North American Railcar
116	ITDX	16471	North American Railcar
117	ITDX	16472	North American Railcar
118	ITDX	16602	North American Railcar
119	ITDX	16603	North American Railcar
120	ITDX	16604	North American Railcar
121	ITDX	16605	North American Railcar
122	ITDX	16606	North American Railcar
123	ITDX	16608	North American Railcar
124	ITDX	16609	North American Railcar
125	ITDX	16610	North American Railcar
126	ITDX	16611	North American Railcar
127	ITDX	16614	North American Railcar
128	ITDX	16615	North American Railcar

SULCOM Railcars

129	ITDX	17466	North American Railcar
130	ITDX	17467	North American Railcar
131	ITDX	17468	North American Railcar
132	ITDX	17469	North American Railcar
133	ITDX	17470	North American Railcar
134	ITDX	17471	North American Railcar
135	ITDX	17472	North American Railcar
136	ITDX	17474	North American Railcar
137	ITDX	17476	North American Railcar

SECOND AMENDMENT TO SECURITY AGREEMENT

APR 22 '08

3-46 PM

SURFACE TRANSPORTATION BOARD

This SECOND AMENDMENT TO SECURITY AGREEMENT ("Amendment"), dated as of February 18, 2008, is between SULCOM, INC., a Delaware corporation ("Debtor"), and AMEGY BANK NATIONAL ASSOCIATION, a national banking association ("Secured Party").

RECITALS:

WHEREAS, International Commodities Export Corporation, a Delaware corporation (the "Borrower"), and Secured Party have entered into that certain Loan Agreement dated as of September 12, 2006, as amended by First Amendment to Loan Agreement dated as of September 12, 2006, Second Amendment to Loan Agreement dated as of September 11, 2007, and Third Amendment to Loan Agreement dated as of February 18, 2008 (as amended, the "Loan Agreement").

WHEREAS, pursuant to the Loan Agreement Debtor executed (a) that certain Security Agreement dated as of September 12, 2006, as amended by First Amendment to Security Agreement dated September 11, 2007 (as amended, the "Security Agreement"), and (b) that certain Guaranty Agreement referred to in Section 1.2(c) of the Security Agreement (as amended hereby), for the benefit of Secured Party pursuant to which, and subject to the terms and conditions thereof, Debtor has guaranteed to Secured Party the obligations of Borrower under the Loan Agreement.

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

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I.Amendments

1. Amendment to Section 1.2(a). Effective as of the date hereof, Section 1.2(a) of the Security Agreement is amended to read in its entirety as follows:

(a) the obligations and indebtedness of Borrower to Secured Party evidenced by (i) that certain promissory note in the original principal amount of \$11,000,000.00 dated February 18, 2008, executed by Borrower and payable to the order of Secured Party, which was executed in renewal and increase of, but not in discharge or novation

of, that certain promissory note in the original principal amount of \$7,500,000.00 dated September 11, 2007, executed by Borrower and payable to the order of Secured Party, which was executed in renewal, modification and decrease of, but not in discharge or novation of, that certain promissory note in the original principal amount of \$15,000,000.00 dated September 12, 2006, executed by Borrower and payable to the order of Secured Party ("Note-A"), (ii) that certain promissory note in the original principal amount of \$2,182,581.68 dated September 12, 2006, executed by Borrower and payable to the order of Secured Party ("Note-B") and (iii) that certain promissory note in the original principal amount of \$1,733,917.12 dated September 12, 2006, executed by Borrower and payable to the order of Secured Party ("Note-C" and together with Note-A and Note-B, the "Notes");

2. Amendment to Section 1.2(c). Effective as of the date hereof, Section 1.2(c) of the Security Agreement is amended to read in its entirety as follows:

(c) the obligations and indebtedness of Debtor to Secured Party under that certain Guaranty Agreement dated as of February 18, 2008 (the "Guaranty Agreement");

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 Guaranty Agreement 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:

SULCOM, INC.

By: 
Name: Whitney Lee
Title: Authorized Signatory

By: 
Jeremy Sheppe
Authorized Signatory

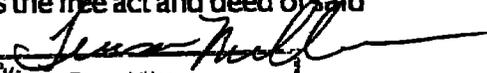
SECURED PARTY:

AMEGY BANK NATIONAL ASSOCIATION

By: 
T.J. Raguso
Senior Vice President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

On this 19th day of February, 2008, this instrument was acknowledged before me by Whakyung Lee, Authorized Signatory of Sulcom, Inc., a Delaware 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.


Teresa Miller
My Commission Expires
12/14/2008

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

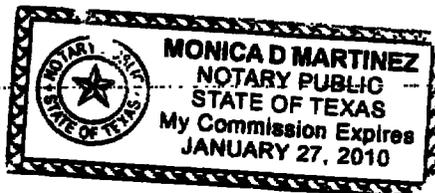
On this 19th day of February, 2008, this instrument was acknowledged before me by Jeremy Sheppe, Authorized Signatory of Sulcom, Inc., a Delaware corporation, on behalf of such corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Teresa Miller
My Commission Expires
12/14/2008

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

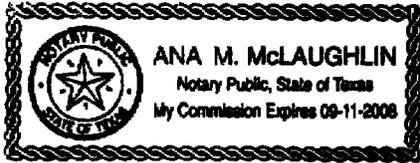
On this 20th day of February, 2008, this instrument was acknowledged before me by T.J. Raguso as Senior Vice President of Amegy Bank National Association, a national banking association, on behalf of such association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.


MONICA D MARTINEZ
NOTARY PUBLIC
STATE OF TEXAS
My Commission Expires
JANUARY 27, 2010


Notary Public, State of Texas

State of Texas §
 §
County of Harris §

On this 18th day of February, 2008, I certify that the attached document is a true, exact, complete and unaltered photocopy made by me of the Second Amendment to Security Agreement.



Ana M. McLaughlin

Notary Public, State of Texas