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June 30, 2008

SURFACE TRANSPORTATION BOARD

**Nathan
Sommers
Jacobs**

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. 27502.

To whom it may concern:

I have enclosed one (1) original 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 June 19, 2008 (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
5 Post Oak Park
4400 Post Oak Parkway
Houston, Texas 77027

Debtor:

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

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

- (a) the molten sulfur railcars (the "Railcars"), more specifically described in Annex "A" attached hereto;
- (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 rights, titles, interests, liens and security interests securing the performance of the ExxonMobil's obligations under the Service Agreement and all proceeds, monies, payments, income, collections, rentals and benefits attributable or accruing to Debtor, as the lessor, by virtue of the Service Agreement, including, without limitation, the Base Management Fees (as defined in the Service Agreement) and the Sulcom CSX Freight Rate (as defined in the Service Agreement) (the "Service Agreement Revenue");

(d) all rights, remedies and privileges of Debtor to enforce the performance of ExxonMobil's obligations under the Service Agreement;

(e) all other general intangibles of Debtor arising from or relating to the Service Agreement; and

(f) all products and proceeds thereof (including insurance proceeds).

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

Security Agreement dated as of May 30, 2008, between Amegy Bank National Association, 5 Post Oak Park, 4400 Post Oak Parkway, Houston, Texas 77027 ("Secured Party") and Sulcom, Inc., 10001 Woodloch Forest Drive, Suite 400, Woodlands, Texas 77380 ("Debtor"), as amended by First Amendment to Security Agreement dated May 30, 2008, and Second Amendment to Security Agreement dated as of June 19, 2008, and covering (a) the molten sulfur railcars (the "Railcars"), more specifically described in Annex "A" attached hereto; (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 rights, titles, interests, liens and security interests securing the performance of the ExxonMobil's obligations under the Service Agreement and all proceeds, monies, payments, income, collections, rentals and benefits attributable or accruing to Debtor, as the lessor, by virtue of the Service Agreement, including, without limitation, the Base Management Fees (as defined in the Service Agreement) and the Sulcom CSX Freight Rate (as defined in the Service Agreement) (the "Service Agreement Revenue"); (d) all rights, remedies and privileges of Debtor to enforce the performance of ExxonMobil's obligations under the Service Agreement; (e) all other general intangibles of Debtor arising from or relating to the Service Agreement; and (f) all products and proceeds thereof (including insurance proceeds).

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

Sincerely,



Ana M. McLaughlin
Legal Assistant

:AMM

encl

J8077 57 WPD

Annex "A"

Railcars

<u>Unit Count</u>	<u>Car Initial</u>	<u>Car Number</u>	<u>Unit Count</u>	<u>Car Initial</u>	<u>Car Number</u>
1	ECUX	299000	51	ECUX	299052
2	ECUX	299001	52	ECUX	299053
3	ECUX	299002	53	ECUX	299054
4	ECUX	299003	54	ECUX	299055
5	ECUX	299004	55	ECUX	299056
6	ECUX	299005	56	ECUX	299057
7	ECUX	299007	57	ECUX	299058
8	ECUX	299008	58	ECUX	299059
9	ECUX	299009	59	ECUX	299060
10	ECUX	299010	60	ECUX	299061
11	ECUX	299011	61	ECUX	299062
12	ECUX	299012	62	ECUX	299063
13	ECUX	299013	63	ECUX	299064
14	ECUX	299014	64	ECUX	299065
15	ECUX	299015	65	ECUX	299066
16	ECUX	299016	66	ECUX	299067
17	ECUX	299017	67	ECUX	299068
18	ECUX	299018	68	ECUX	299069
19	ECUX	299019	69	ECUX	299070
20	ECUX	299020	70	ECUX	299071
21	ECUX	299021	71	ECUX	299072
22	ECUX	299022	72	ECUX	299073
23	ECUX	299023	73	ECUX	299074
24	ECUX	299024	74	ECUX	299075
25	ECUX	299025	75	ECUX	299076
26	ECUX	299026	76	ECUX	299077
27	ECUX	299027	77	ECUX	299078
28	ECUX	299028	78	ECUX	299079
29	ECUX	299029	79	ECUX	299080
30	ECUX	299030	80	ECUX	299081
31	ECUX	299031	81	ECUX	299082
32	ECUX	299032	82	ECUX	299083
33	ECUX	299033	83	ECUX	299084
34	ECUX	299034	84	ECUX	299085
35	ECUX	299035	85	ECUX	299086
36	ECUX	299036	86	ECUX	299087
37	ECUX	299037	87	ECUX	299088
38	ECUX	299038	88	ECUX	299089
39	ECUX	299039	89	ECUX	299090
40	ECUX	299041	90	ECUX	299091
41	ECUX	299042	91	ECUX	299092
42	ECUX	299043	92	ECUX	299093
43	ECUX	299044	93	ECUX	299094
44	ECUX	299045	94	ECUX	299095
45	ECUX	299046	95	ECUX	299096
46	ECUX	299047	96	ECUX	299097
47	ECUX	299048	97	ECUX	299099
48	ECUX	299049	98	ECUX	299100
49	ECUX	299050	99	ECUX	299101
50	ECUX	299051	100	ECUX	299102

Annex "A"

Railcars

<u>Unit Count</u>	<u>Car Initial</u>	<u>Car Number</u>
101	ECUX	299103
102	ECUX	299105
103	ECUX	299109
104	ECUX	299111
105	ECUX	299112
106	ECUX	299113
107	ECUX	299114
108	ECUX	299115
109	ECUX	299116
110	ECUX	299117
111	ECUX	299118
112	ECUX	299119
113	ECUX	299120
114	ECUX	299121
115	ECUX	299122
116	ECUX	299123
117	ECUX	299124
118	ECUX	299125
119	ECUX	299127
120	ECUX	299128
121	ECUX	299129
122	ECUX	299006
123	ECUX	299104
124	ECUX	299106
125	ECUX	299107
126	ECUX	299108
127	ECUX	299110

SURFACE TRANSPORTATION BOARD

SECOND AMENDMENT TO SECURITY AGREEMENT

This SECOND AMENDMENT TO SECURITY AGREEMENT ("Amendment"), dated as of June 19, 2008, is between SULCOM, INC., a Delaware corporation ("Debtor"), and AMEGY BANK NATIONAL ASSOCIATION, a national banking association ("Secured Party").

RECITALS:

WHEREAS, Debtor has executed that certain promissory note in the original principal amount of \$13,039,200.00 dated March 26, 2008, payable to the order of Secured Party (such promissory note, as the same may be renewed, extended or modified from time to time, and all promissory notes executed in renewal, extension, modification or substitution thereof, is referred to herein as the "Note").

WHEREAS, pursuant to the Note, Debtor executed that certain Security Agreement dated as of April 30, 2008, as amended by First Amendment to Security Agreement dated as of May 30, 2008 (as amended, the "Security Agreement").

WHEREAS, the execution of this Amendment is a condition to Secured Party advancing additional funds to Debtor under the Note.

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 Exhibit "A". Effective as of the date hereof, Exhibit "A" to the Security Agreement is amended to add the Railcars listed on 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 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first written above.

DEBTOR:

SULCOM, INC.

By: 
Whakyung Lee
Authorized Signatory

By: 
Jeremy Sheppe
Authorized Signatory

SECURED PARTY:

AMEGY BANK NATIONAL ASSOCIATION

By: 
T.J. Raguso
Senior Vice President

SIGNATURE PAGE TO AMENDMENT TO SECURITY AGREEMENT

STATE OF TEXAS §
 Montgomery §
COUNTY OF HARRIS §

On this 18th day of June, 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.



Diana Morales
Notary Public, State of Texas

STATE OF TEXAS §
 Montgomery §
COUNTY OF HARRIS §

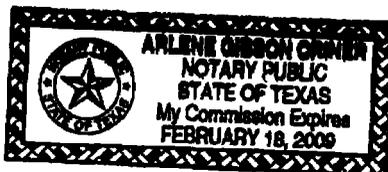
On this 18th day of June, 2008, this instrument was acknowledged before me by Jeremy Sheppe, Authorized Signatory of Sulcom, Inc., a Delaware corporation, on behalf of such corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Diana Morales
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

On this 18th day of June, 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.



Arlene Gibson Grier
Notary Public, State of Texas

Annex "A"

Railcars

<u>Unit Count</u>	<u>Car Initial</u>	<u>Car Number</u>	<u>Unit Count</u>	<u>Car Initial</u>	<u>Car Number</u>
1	ECUX	299000	51	ECUX	299052
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Annex "A"

Railcars

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114	ECUX	299121
115	ECUX	299122
116	ECUX	299123
117	ECUX	299124
118	ECUX	299125
119	ECUX	299127
120	ECUX	299128
121	ECUX	299129
122	ECUX	299006
123	ECUX	299104
124	ECUX	299106
125	ECUX	299107
126	ECUX	299108
127	ECUX	299110