

OCT 12 '12 -12 4 1 PM

SURFACE TRANSPORTATION BOARD



Nathan Sommers Jacobs

October 4, 2012

Chief
Section of Administration
Office Proceedings
Surface Transportation Board
Washington, D.C. 20423-0001

Re: Recordation of First Amendment to Security Agreement, original Security Agreement was filed under Recordation No. 25713.

Dear Section Chief:

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 July 1, 2012 (the "First Amendment to Security Agreement"), and is a secondary document.

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

Debtor:
HH Rail, L.P.
2121 Sage Rd., Ste 270
Houston, Texas 77056

Secured Party:
Amegy Bank National Association
Five Post Oak Park
4400 Post Oak Parkway
Houston, Texas 77027

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

Direct tel (713) 892-4841
e-mail sfrazier@nathansommers.com

Attorneys and Counselors

2800 Post Oak Boulevard
6th Floor
Houston, Texas 77056
tel 713.960.0303
fax 713.892.4800
www.nathansommers.com



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

First Amendment to Security Agreement dated as of July 1, 2012, between HH Rail, L.P., 2121 Sage Rd., Ste 270, Houston, Texas 77056 ("Debtor") and Amegy Bank National Association, Five Post Oak Park, 4400 Post Oak Parkway, Houston, Texas 77027 ("Secured Party"), and covering the rail cars described on Annex "A" hereto.

A fee of \$42.00 is enclosed. Please return one (1) file stamped original to the undersigned after recording.

Sincerely,

Sarah H. Frazier

SFH:seg

encl

Annex "A"



Railcars

Three Hundred Ten (310) 5,800 cubic square foot hopper rail cars marked as follows:

- ~ SRIX 50420 - SRIX 50438 (inclusive);
- SRIX 50440 ~ SRIX 50441 (inclusive);
- ~ SRIX 50443 ~ SRIX 50469 (inclusive);
- ~ SRIX 50471 ~ SRIX 50498 (inclusive);
- ~ SRIX 504500 - SRIX 50505 (inclusive);
- SRIX 50507 ~ SRIX 50561 (inclusive);
- ~ SRIX 50563 - SRIX 50652 (inclusive)
- SRIX 50654 ~ SRIX 50696 (inclusive);
- ~ SRIX 50698 ~ SRIX 50737 (inclusive).

OCT 12 '12 12:41 PM

SURFACE TRANSPORTATION BOARD

FIRST AMENDMENT TO SECURITY AGREEMENT

This FIRST AMENDMENT TO SECURITY AGREEMENT ("Amendment"), dated as of July 1, 2012, is between HH RAIL, L.P., Texas limited partnership ("Debtor"), and AMEGY BANK NATIONAL ASSOCIATION, a national banking association ("Secured Party").

RECITALS:

WHEREAS, Debtor and Secured Party have entered into that certain Loan Agreement dated as of May 31, 2005, as amended by First Amendment to Loan Agreement dated as of even date herewith (as amended, the "Loan Agreement").

WHEREAS, pursuant to the Loan Agreement, Debtor executed that certain Security Agreement dated as of May 31, 2005 (the "Security Agreement").

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

1. Amendment to Section 1.01(a). Effective as of the date hereof, (a) Debtor hereby grants to Secured Party a security interest in the following property, whether now owned or existing or hereafter arising or acquired and wherever arising or located, and (b) Debtor acknowledges and agrees that Section 1.01(a) of the Security Agreement is amended to read in its entirety as follows:

(a) Three Hundred Ten (310) rail cars, specifically described on Exhibit "A" attached hereto (the "Railcars");

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

(a) the obligations and indebtedness of Debtor to Secured Party evidenced by the Notes (as defined in the Loan 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 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.

EXECUTED as of the date first above written.

DEBTOR:

HH RAIL, L.P.

By: HH Rail-GP, LLC, its sole general partner

By: 

Jeffrey S. Rawson
President

SECURED PARTY:

AMEGY BANK NATIONAL ASSOCIATION

By: _____
Sam Trail
Assistant Vice President

EXECUTED as of the date first above written.

DEBTOR:

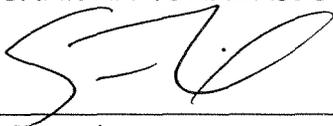
HH RAIL, L.P.

By: HH Rail-GP, LLC, its sole general partner

By: _____
Jeffrey S. Rawson
President

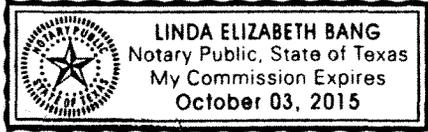
SECURED PARTY:

AMEGY BANK NATIONAL ASSOCIATION

By:  _____
Sam Trail
Assistant Vice President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

On this 3rd day of July, 2012, this instrument was acknowledged before me by Jeffrey S. Rawson, President of HH Rail-GP, LLC, a Texas limited liability company, on behalf of such company by authority of its Members, as the general partner of HH Rail, L.P., a Texas limited partnership, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said partnership.



Linda Elizabeth Bang
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

On this 3rd day of July, 2012, this instrument was acknowledged before me by Sam Trail as Assistant Vice President of Amegy Bank National Association, 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

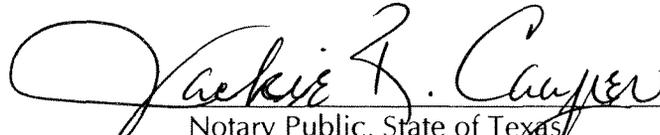
STATE OF TEXAS §
 §
COUNTY OF HARRIS §

On this ____ day of July, 2012, this instrument was acknowledged before me by Jeffrey S. Rawson, President of HH Rail-GP, LLC, a Texas limited liability company, on behalf of such company by authority of its Members, as the general partner of HH Rail, L.P., a Texas limited partnership, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said partnership.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

On this 3rd day of July, 2012, this instrument was acknowledged before me by Sam Trail as Assistant Vice President of Amegy Bank National Association, 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

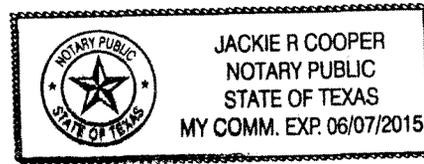


Exhibit "A"

Railcars

Three Hundred Ten (310) 5,800 cubic square foot hopper rail cars marked as follows:

SRIX 50420 - SRIX 50438 (inclusive);
SRIX 50440 - SRIX 50441 (inclusive);
SRIX 50443 - SRIX 50469 (inclusive);
SRIX 50471 - SRIX 50498 (inclusive);
SRIX 504500 - SRIX 50505 (inclusive);
SRIX 50507 - SRIX 50561 (inclusive);
SRIX 50563 - SRIX 50652 (inclusive);
SRIX 50654 - SRIX 50696 (inclusive);
SRIX 50698 - SRIX 50737 (inclusive).

Certified Copy Affidavit

STATE OF TEXAS §

COUNTY OF HARRIS §

Sarah H. Frazier appeared in person before me today and stated under oath:

“My name is Sarah H. Frazier. I am over twenty-one (21) years of age, of sound mind and have never been convicted of a felony. I am competent to make this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.

“I have compared the copy of the First Amendment to Security Agreement with the executed original of the First Amendment to Security Agreement and have found it to be a certified true copy that is complete and identical in all respects to the original document.”

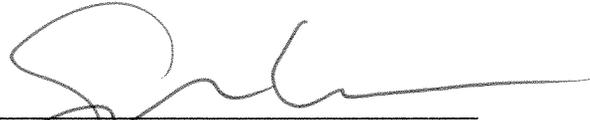


Name: Sarah H. Frazier
Affiant

STATE OF TEXAS §

COUNTY OF HARRIS §

SUBSCRIBED AND SWORN TO before me on October 4th, 2012 by Sarah H. Frazier.



Notary Public, State of Texas
Printed Name: Sara Garcia
My commission expires: 8-31-2014

