

January 11, 2016

FEB 11 2016 -4 :44 PM

SURFACE TRANSPORTATION BOARD

Villa Graves Properties, LP  
ATTN: James C. and Angela Graves  
786 River Road  
Montgomery, TX 77356

We are pleased to enclose the cancelled loan documents marked below pertaining to your loan account that has been paid in full on.

**LEGAL PAPERS ENCLOSED – DO NOT DESTROY**

KEEP IN A SAFE PLACE FOR FUTURE REFERENCE

- CANCELLED NOTE – Loan #300791366 - \$73,000.00
- VEHICLE TITLES WITH RELEASE OF LIEN
- MORTGAGE PAPERS
- SECURITY AGREEMENT
- LOAN PAYOFF OVERPAYMENT- RETURNING CHECK TO YOU: \$
- OTHER:
- LIFE INSURANCE POLICY & RELEASE

\*To be sent to insurance agent to record the release with the insurance company

- THE ENCLOSED RELEASE OF LIEN MUST BE RECORDED IN ORDER TO REMOVE THE LIENS FROM THE REAL PROPERTY RECORDS.**

Send the original release along with a check or money order in the amount of

*→* \*\$86.00 to: Surface Transportation Board  
395 E. Street, S.W.  
Washington, DC 20423-0001

\*(\$43.00 each recording #)

Once recorded, the original will be returned to you.

- The enclosed UCC Financing Statements termination should be recorded in order to remove the lien from the UCC Records of the State of Texas. Send a check or money order in the amount of \$15,000 to:

\*\$30.00

Secretary of State – UCC Division  
P O Box 13193  
Austin, TX 78711-3193

\*(\$15.00 each recording #)

Once recorded, the original will be returned to you.

Thank you for using Green Bank for your banking needs. If you should have any financial needs in the future, please contact us.

FULL RELEASE OF SECURITY AGREEMENT AND MORTGAGE

THAT in consideration of the payment in full according to the face and tenor thereof, of that certain Term Promissory Note dated April 30, 2013 the original principal sum of SEVENTY-THREE THOUSAND DOLLARS AND NO CENTS.(S73,000.00) executed by VILLA GRAVES PROPERTIES, LP, a Texas limited partnership, JAMES C. GRAVES AND ANGELA GRAVES payable to the order of GREEN BANK, N.A. as therein provided; reference is made to the Railroad Car Mortgage Agreement, Security Agreement, Assignment of Interest and Financing Statement dated November 29, 2011 between James C. Graves, Angela Graves and James C. Graves Living Trust, as Mortgagor, and Green Bank, N.A., as Mortgagee, which was duly filed in accordance with 49 U.S.C. 11303 (a), under Recordation Number 30023; and the Railroad Car Mortgage Agreement, Security Agreement, Assignment of Interest and Financing Statement dated April 30, 2013, between VILLA GRAVES PROPERTIES, LP, a Texas limited partnership, as Mortgagor, and Green Bank, N.A., as Mortgagee, which was duly filed in accordance with 49 U.S.C. 11303 (a), under Recordation Number 30718; together with any and all liens held by Green Bank securing the said Promissory Note.

Now GREEN BANK, N.A., owner and holder of said note and lien, does hereby consent to a release of the said lien shown by said instrument to exist upon the following described collateral, to secure payment of said note:

SEE ATTACHED EXHIBIT "A" FOR LISTING OF REMAINING RAILROAD CARS HELD AS COLLATERAL;

In witness whereof, the undersigned has executed this instrument, this 11th day of January, A.D., 2016.

GREEN BANK, N.A.

Sandra Gonzales, Assistant Vice President

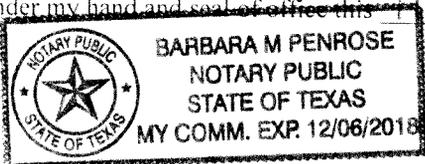
THE STATE OF TEXAS

COUNTY OF HARRIS

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Sandra Gonzales, Assistant Vice President of GREEN BANK, NA. , known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 11th day of January, A.D., 2016.

SEAL



Barbara M Penrose

Notary Public in and for the State of Texas

After Recording Return To:

Villa Graves Properties, LP
James C. Graves
Angela Graves
786 River Road
Montgomery, TX 77356

RECORDATION NO. 30023-C FILED

FEB 11 2016 -4:47 PM

SURFACE TRANSPORTATION BOARD

# EXHIBIT "A"

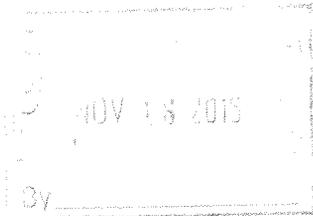
## COLLATERAL

31 cars owned by Jim Graves

1	GLNX	385	
2	GLNX	32800	released #30718 +
3	GLNX	32803	5-15-13 + 30023
4	GLNX	33000	
5	GLNX	33001	
6	GLNX	33002	
7	GLNX	33003	
8	GLNX	33004	
9	GLNX	33005	
10	GLNX	33006	
11	GLNX	33007	
12	GLNX	33008	
13	GLNX	33009	
14	GLNX	33010	
15	GLNX	33011	
16	GLNX	33012	
17	GLNX	33013	
18	GLNX	33014	
19	GLNX	33015	
20	GLNX	33016	
21	GLNX	33017	
22	GLNX	33018	
23	GLNX	34231	
24	GLNX	34232	
25	GLNX	34233	
26	GLNX	34234	
27	GLNX	34235	
28	GLNX	34236	
29	GLNX	34237	
30	GLNX	34238	
31	GLNX	34239	

5-15-13

(30718)  
+ 30023



300791-366

**TERM PROMISSORY NOTE**

\$73,000.00

April 30, 2013

FOR VALUE RECEIVED, the undersigned, Villa Graves Properties, LP, James C. Graves and Angela Graves, 786 River Road, Montgomery, Texas 77356 (whether one or more "Maker"), hereby promises to pay to the order of Green Bank, N.A., at its offices at 4000 Greenbriar, Houston, Texas 77098 ("Payee"), the principal sum of SEVENTY-THREE THOUSAND AND NO/100 DOLLARS (\$73,000.00), together with interest on the outstanding principal balance, as follows:

Quarterly installments of principal in the amount of \$2,607.00 each, the first such installment being due and payable July 30, 2013 and each subsequent installment shall be due and payable on the 30 day of each October, January, April and July thereafter until April 30, 2016, when the then remaining unpaid principal and accrued unpaid interest of this Note is due and payable. Interest at the Stated Rate shall be computed on the unpaid principal balance and is due and payable quarterly as it accrues, on the same dates as and in addition to installments of principal. The amount of the quarterly principal payments shall be based on an amortization of the advanced and unpaid principal amount hereof over an eighty-four (84) month period. Interest will be calculated on the unpaid principal to the date of each installment. Each payment will be credited first to the accrued unpaid interest and then to reduction of principal.

This Note shall bear interest at the fixed rate of five and one-half percent (5.50%). Interest shall be computed on the basis of the actual number of days elapsed in a year composed of 360 days; however, if such computation would cause the interest to be charged or paid on this note to be greater than the maximum non-usurious rate permitted by applicable federal or Texas law from time to time in effect, interest shall be computed on the basis of a year composed of 365 or 366 days, as the case may be. The rate from time to time in effect is herein referred to as the "Stated Rate"; provided, however, in no event shall interest on the note ever be charged or paid at a rate greater than the maximum non-usurious rate permitted by applicable federal or Texas law from time to time in effect, whichever shall permit the higher lawful rate. The rate in effect is herein referred to as the "Stated Rate"; provided, however, in no event shall interest on this Promissory Note ("Note") ever be charged or paid at a rate greater than the maximum non-usurious rate permitted by applicable federal or Texas law from time to time in effect, whichever shall permit the higher lawful rate.

Annual Interest Rate on Matured, Unpaid Amounts: The lesser of eighteen percent (18%) per annum or the maximum rate allowed by applicable law.

If the interest rate payable on this Note is a variable rate, then from time to time, the Lender reserves the right, from time to time, and without notice to the Maker, to adjust the amount of the installments due hereunder in order to ensure that the principal balance hereof remains on the original amortization schedule.

TERM PROMISSORY NOTE

\$73,000.00

April 30, 2013

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This Note shall bear interest at the fixed rate of **five and one-half percent (5.50%)**. Interest shall be computed on the basis of the actual number of days elapsed in a year composed of 360 days; however, if such computation would cause the interest to be charged or paid on this note to be greater than the maximum non-usurious rate permitted by applicable federal or Texas law from time to time in effect, interest shall be computed on the basis of a year composed of 365 or 366 days, as the case may be. The rate from time to time in effect is herein referred to as the “**Stated Rate**”; provided, however, in no event shall interest on the note ever be charged or paid at a rate greater than the maximum non-usurious rate permitted by applicable federal or Texas law from time to time in effect, whichever shall permit the higher lawful rate. The rate in effect is herein referred to as the “**Stated Rate**”; provided, however, in no event shall interest on this Promissory Note (“**Note**”) ever be charged or paid at a rate greater than the maximum non-usurious rate permitted by applicable federal or Texas law from time to time in effect, whichever shall permit the higher lawful rate.

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If the interest rate payable on this Note is a variable rate, then from time to time, the Lender reserves the right, from time to time, and without notice to the Maker, to adjust the amount of the installments due hereunder in order to ensure that the principal balance hereof remains on the original amortization schedule.

Subject to anything to the contrary contained herein, the Borrower may prepay the Note in whole at any time or from time to time in part without premium or penalty but with accrued interest to the date of prepayment on the amount so prepaid.

This Note shall be governed by and construed in accordance with Texas law and applicable federal law. The parties hereto intend to conform strictly to the applicable laws governing maximum interest rates permitted. In no event, whether by reason of demand for payment, prepayment, acceleration of the maturity hereof or otherwise, shall the interest contracted for, charged or received by Payee hereunder or otherwise exceed the maximum amount permitted under applicable law. If from any circumstance whatsoever interest would otherwise be payable to Payee in excess of the maximum lawful amount, the interest payable to Payee shall be reduced automatically to the maximum amount permitted by applicable law. If Payee shall ever receive anything of value deemed interest under applicable law which would, apart from this provision, be in excess of the maximum lawful amount, an amount equal to the amount which would have been excessive interest shall be applied to the reduction of scheduled principal payments owing hereunder in inverse order of their maturities and not to the payment of interest, or if such amount which would have been excessive interest exceeds the unpaid balance of principal hereof, such excess shall be refunded to Maker. All interest paid or agreed to be paid to Payee shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full stated term (including any renewal or extension) of such indebtedness so that the amount of interest charged or paid on account of such indebtedness does not exceed the maximum permitted by applicable law. The provisions of this paragraph shall control all existing and future agreements between Maker and Payee. In determining whether interest of any kind paid or payable hereunder exceeds the highest rate, the undersigned and Payee shall, to the maximum extent permitted under applicable law (a) characterize any non-principal payment as an expense, fee or premium, (b) exclude voluntary prepayments and the effects thereof and (c) amortize, prorate, allocate and spread, in equal parts, the total amount of interest throughout the entire contemplated term of the indebtedness in order to render the interest rate uniform throughout such term. Without limiting the generality of the foregoing, the amount of any prepayment premium or penalty and the amount of any late payment fee or charge provided for herein or in any documents securing or related to the indebtedness evidenced hereby (whether or not the same are construed as interest under applicable laws) are limited to and shall never exceed an amount which, when added to all items called or deemed to be interest in connection with the transactions contemplated herein, does not exceed the maximum amount of interest payable on the principal balances involved under applicable law. On any acceleration or required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.

In addition to and without limitation of any defenses to which Payee may be entitled under applicable law, Maker and any obligor agree to provide Payee with written notice and a reasonable opportunity of at least 60 days to correct any excessive contract, charge or receipt,

and any corrective action by Payee shall relieve Payee of any liability regarding same. Any such notice to Payee must be by certified mail, return receipt requested, and must provide Payee with specific details regarding the nature and extent of any alleged excessive contract, charge or receipt.

If Maker defaults in the payment of this Note, or in the performance of any obligation in any instrument securing or collateral to it, or any other present and/or future debts, obligations, and liabilities owed to Payee by Maker, whether individually or as a member of any partnership, joint venture, association, or other group, regardless of how the other debts, obligations, and liabilities are incurred and regardless of whether they are evidenced by a note, open account, overdraft, endorsement, surety agreement, guarantee, or other document, and any renewals and/or extensions of any such indebtedness, then Payee may declare the unpaid principal balance and earned unpaid interest on this note immediately due. Default in the terms of any note, loan agreement, deed of trust or security agreement pertaining to such indebtedness described above and herein shall be an event of default and breach of covenant under all said notes, deeds of trust, loan agreements and security agreements and Payee may declare the unpaid principal balance and earned unpaid interest on this note immediately due and shall have the right to invoke all of its rights under the terms of all said notes, loan agreements, deeds of trust and security agreements. Maker and each surety, endorser, and guarantor waive all demands for payment, presentations for payment, notices of intention to accelerate maturity, notices of acceleration of maturity, protests, dishonor, notice of protest and notice of dishonor, to the extent permitted by law.

To the maximum extent not prohibited by applicable law, this promissory note is additionally secured by all deeds of trust, security agreements, assignments and other writings of every kind and nature heretofore, now or hereafter executed by any of the Makers or any other person to secure any indebtednesses of any of the Makers, which is now or hereafter owing to any holder of this promissory note, whether or not any of such writings describe, cover, pertain or affect any property, rights or interests and whether or not such writings were originally executed or delivered to or for the benefit of any holder of this promissory note or executed or delivered to or for the benefit of any other person and acquired by purchase or otherwise by any holder of this promissory note, and whether or not any such lien or security interest or other interest was created by any then owner of any interest in or to any of the property, rights or interests which are described in or covered by any such writing or to which any such writing may pertain or affect, including, but not limited to, the Property and/or any other collateral described herein.

Each Maker of this promissory note further hereby agrees and consents to all of the terms, provisions, agreements, covenants and warranties set forth or contained in all of the deeds of trust, security agreements, assignments and other writings now or hereafter securing or pertaining to the loan evidenced by this promissory note and agrees that all of the writings now or hereafter securing or pertaining to the loan evidenced by this promissory note (and all terms, provisions, agreements, covenants and warranties contained in such writings) shall be binding in all respects on the Maker of this promissory note (whether or not any Maker has executed such

writings) and on the heirs, successors, legal representatives and assigns of each of the Maker of this promissory note.

Maker may now be and it is contemplated that Maker may hereafter become indebted unto Payee in further sum or sums. The indebtedness evidenced by this Note, all other indebtedness now owing by Maker and/or guarantors to Payee, any future indebtedness of Maker and/or guarantors, in favor of said Payee; any indebtedness owing to said Payee, which is or will be guaranteed by Maker and/or guarantors; and any renewals, modifications and/or extensions of said indebtedness, are secured by the collateral described herein. In addition, any and all property acquired by Maker after this date and all of the properties standing as security for the indebtedness evidenced hereby and elsewhere herein and in any other railroad car mortgage, security agreement, assignment of interest in leases and financing statement executed by Maker, shall stand as security for the indebtedness evidenced hereby and for each such other indebtedness, to the same effect as if such property were described and included herein and in any other railroad car mortgage, security agreement, assignment of interest in leases and financing statement or other agreements. Default in the terms of any note, deed of trust or security agreement pertaining to such indebtedness described above or herein shall be an event of default and breach of covenant under all said notes, deeds of trust and security agreements and will give Payee the right to accelerate payment of all said indebtedness (unpaid principal, earned unpaid interest and other accrued charges) and to invoke all of its rights under the terms of all said notes, deeds of trust and security agreements. In no event shall the documents securing the indebtedness secure payment of any debt described in or created pursuant to the Texas Consumer Credit Code, nor shall it create a lien otherwise prohibited by law.

If default be made in the payment of principal or interest under this Note, or upon the occurrence of any other event of default, the holder hereof may, at its option declare the entire unpaid principal of and accrued unpaid interest on this Note immediately due and payable without notice, demand or presentment, all of which are hereby waived, and upon such declaration, the same shall become and shall be immediately due and payable, and the holder hereof shall have the right to foreclose or otherwise enforce all liens or security interests securing payment hereof, or any part hereof, and offset against this Note any sum or sums owed by the holder hereof to Maker. Failure of the holder hereof to exercise this option shall not constitute a waiver of the right to exercise the same upon the occurrence of a subsequent event of default.

If the holder hereof expends any effort in any attempt to enforce payment of all or any part or installment of any sum due the holder hereunder, or if this Note is placed in the hands of any attorney for collection, or if it is collected through any legal proceedings, Maker agrees to pay all collection costs and fees incurred by the holder including reasonable attorney's fees.

This Note shall be governed by and construed in accordance with the laws of the State of Texas and the applicable laws of the United States of America. This Note is performable in Harris County, Texas. Any action or proceeding under or in connection with this Note against Maker or any other party ever liable for payment of any sums of money payable on this Note

may be brought in any state or federal court in Harris County, Texas. Maker and each such other party hereby irrevocably (i) submits to the nonexclusive jurisdiction of such courts, and (ii) waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing herein shall affect the right of Payee to bring any action or proceeding against Maker or any other party liable hereunder or with respect to any collateral in any state or federal court.

Except as may be otherwise provided for by law, Maker and each surety, guarantor, endorser, and other party ever liable for payment of any sums of money payable on this Note jointly and severally waive notice, presentment, demand for payment, protest, notice of protest and non-payment or dishonor, notice of acceleration, notice of intent to accelerate, notice of intent to demand, diligence in collecting, grace, and all other formalities of any kind, and consent to all extensions without notice for any period or periods of time and partial payments, before or after maturity, and any impairment of any collateral securing this Note, all without prejudice to the holder. The holder shall similarly have the right to deal in any way, at any time, with one or more of the foregoing parties without notice to any other party, and to grant any such party any extensions of time for payment of any of said indebtedness, or to release or substitute part or all of the collateral securing this Note, or to grant any other indulgences or forbearances whatsoever, without notice to any other party and without in any way affecting the personal liability of any party hereunder.

If there shall be any transfer of ownership interests in Maker and/or in management of Maker, without Payee's prior written consent, Payee may declare the unpaid principal balance and earned unpaid interest on this Note immediately due and Payee may avail itself of all rights, powers, and recourses allowed or permitted herein and/or by law.

The Maker agrees that the sums evidenced by this Note are not for personal, family or household purposes, and that it is to be used primarily for business and commercial purposes.

It shall be a default hereunder if Payee discovers that any statement, representation or warranty in the Note, any security agreement or in any other document or instrument delivered to or relied upon by Payee in connection with the indebtedness secured hereby is false, misleading or erroneous in any respect.

Maker, at any time and from time to time, shall furnish promptly, upon request, a written statement or affidavit, in such form as may be required by Payee, stating the unpaid balance of the Note and that there are no offsets or defenses against full payment of the Note and performance of the terms hereof, or if there are any such offsets and defenses, specifying them in reasonable detail.

Whenever any payment to be made under this note shall be stated to be due on a Saturday, Sunday or legal holiday for commercial banks under the laws of the State of Texas, then such payment shall be made on the next succeeding business day.

If more than one person or entity executes this Note as Maker, all of said parties shall be jointly and severally liable for the repayment of the indebtedness evidenced hereby. Maker and all sureties, endorsers, guarantors and any other party now or hereafter liable for the payment of this Note, in whole or in part, hereby severally: (i) waive grace, demand, presentment for payment, notice of nonpayment, protest, notice of intention to accelerate, notice of acceleration, all other notice, and diligence in collecting this Note or enforcing any of this Note; (ii) agree to any substitution, subordination, exchange or release of any such security or the release of any party primarily or secondarily liable hereon; (iii) agree that Payee shall not be required first to institute suit or exhaust any remedies against Maker or others liable or to become liable hereon or to enforce its rights against them or any security for this Note; and (iv) consent to any extension or postponement of time of payment of this Note and to any other indulgence of Payee with respect to any duty of Maker without notice hereof to any of them.

As additional security for this note, Maker grants to Payee an express lien and security interest in and to all property and any and all deposits (general or special, time or demand, provisional or final) at any time held by Payee for the credit of or for the account of Maker. If this note is not paid at maturity, however, such maturity may be brought about, or if a default should occur and be continuing under any document or instrument executed by Maker or any other party as security for the payment of this note, Payee is hereby authorized at any time, and from time to time, without notice to Maker (any such notice being hereby expressly waived by Maker), to block transfers or withdraws of any funds from and/or not pay drafts or checks on, any and all accounts, deposit or otherwise, and/or to set off and apply any and all such deposits at or for the credit or the account of Maker against the outstanding principal balance of and accrued interest on, this note. The foregoing rights of Payee are in addition to and cumulative of all other rights and remedies (including, without limitation, other liens, security interests and rights of set off) which Payee may have.

The Maker and any guarantors understand and agree that (i) Payee's document retention policy may involve the imaging of executed loan documents, which includes but is not limited to any note, guaranty, deed of trust, security agreement, assignment, financing statement and any other document which evidences any indebtedness owed by Maker to Payee and/or secures such indebtedness and/or relates to the indebtedness and/or the collateral securing such indebtedness and the destruction of the paper original, including the original note and (ii) the Maker and guarantors waive, any rights and/or defenses that they may have to the use of such imaged copies of loan documents in the enforcement of any of Payee's rights in a court of law or otherwise and/or as to any claim that such imaged copies of the loan documents are not originals.

**THE PARTIES TO THIS AGREEMENT HEREBY, UNCONDITIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COUNSEL, WAIVE, RELINQUISH AND FOREVER FORGO THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR ARISING OUT OF, OR IN ANY WAY RELATING TO THIS AGREEMENT.**

LATE CHARGE. If a payment is ten (10) days or more late, Maker will be charged five percent (5.00%) of the regularly scheduled payment.

Payee reserves the right, in its sole discretion, without notice to the Maker, to sell participations or assign its interest, or both, in all or any part of this note.

When the context requires, singular nouns and pronouns include the plural.

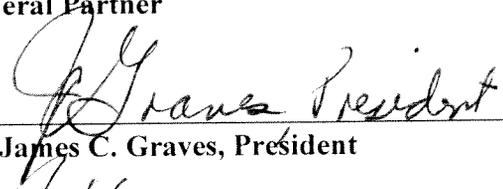
This Note is secured by the following:

(a) The **Thirty-One (31)** railcars described in Exhibit "A" attached hereto and any management agreements and/or leases relating to the above described railroad cars, as set forth in the Railroad Car Mortgage Agreement, Security Agreement, Assignment of Interest in Leases and Financing Statement of even date herewith, subject to the existing security interest and liens of Payee pursuant to the Railroad Car Mortgage, Security Agreement Assignment of Interest in Leases and Financing Statement recorded under Surface Transportation Board recordation number **30023**, such obligations thereunder being assumed by **Villa Graves Properties, LP**.

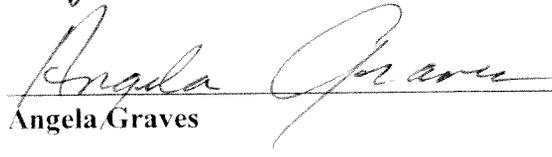
**MAKER:**

**Villa Graves Properties, LP**  
**By: Villa Graves Properties GP, LLC**  
**Its General Partner**

By: \_\_\_\_\_

  
**James C. Graves, President**

\_\_\_\_\_  
**James C. Graves**

  
\_\_\_\_\_  
**Angela Graves**