

Anne K. Quinlan, Esquire

March 11, 2009

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A description of the railroad equipment covered by the enclosed document is:

1. **One General Electric Locomotive, Locomotive Number 8330, together with all fixtures attached thereto; and**
2. **One Circa 1948 SRR Coach, Car Number 817, together with all fixtures attached thereto**

A short summary of the document to appear in the index is:

Chattel Mortgage and Security Agreement.

Also enclosed is a check in the amount of **\$41.00** payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Sincerely,



Clayton H. Blanchard, Jr.

CHB:tsl

Enclosures

CHATTEL MORTGAGE AND SECURITY AGREEMENT SURFACE TRANSPORTATION BOARD

Performance Finishes, Inc., a Florida corporation, whose address is *1737 Lake Terrace Drive, Eustis, Florida 32726*, hereby grants a mortgage and security interest in the hereinafter described railroad equipment to **Guy Merry**, whose address is *671 Old Eustis Road, Mt. Dora, Florida 32757*. This mortgage and security interest is granted to secure performance of those obligations set forth on that certain Promissory Note with Security originally dated February 6, 2009, including payment in full of all sums due thereunder, on the dates specified. Upon prompt and complete performance and payment of the sums due under said Promissory Note, the mortgagee, Guy Merry, agrees to execute any documents reasonably necessary to release and discharge this Chattel Mortgage and Security Agreement.

THE PROMISSORY NOTE

Appended hereto is a true and correct copy of the Promissory Note With Security.

THE EQUIPMENT

The equipment encumbered by this mortgage is described as follows:

1. One General Electric Locomotive, Locomotive number 8330, together with all fixtures attached thereto.
2. One Circa 1948 SRR Coach, Car number 817, together with all fixtures attached thereto.

The equipment shall serve as collateral for repayment of those obligations set forth in the Promissory Note set forth herein until those obligations are satisfied in full.

RIGHTS IN THE EVENT OF DEFAULT

In the event that the Mortgagor, Performance Finishes, Inc., a Florida corporation, fails to make those payments called for on the aforementioned Promissory Note With Security in a timely fashion, and in the event that the Mortgagor fails, after written notice of default, to cure said default by immediately bringing said payments current, then and in that event the Mortgagee, Guy Merry, shall be entitled to accelerate the due date of all sums payable under the Promissory Note appended hereto, and to declare all remaining payments immediately due and payable. In that event, all sums remaining due under the Promissory Note with Security shall immediately become due and payable. If said accelerated obligations are not paid in full within thirty days of mailing of written demand for full and complete payment, the Mortgagor shall be entitled to all remedies available under the laws or the State of Florida, and, in addition thereto, shall be entitled to the following:

1. Upon written notice to the Mortgagor, title to the equipment referenced herein shall

immediately revert to the Mortgagee, Guy Merry.

2. The equipment shall immediately be released and surrendered to the Mortgagee by the Mortgagor in accordance with written instructions to be delivered to the Mortgagor by the Mortgagee. The equipment shall be delivered upon demand to the Mortgagee at any site reasonably designated by the Mortgagee at Mortgagor's sole expense not to exceed \$5,000.00.

3. The Mortgagee shall at its option either accept surrender of the equipment and transfer of title thereto in full and complete satisfaction of the Mortgagor's obligations, or, the Mortgagee may sell or otherwise dispose of the equipment in a commercially reasonable manner. In that event, any funds received in excess of the monies then due under the aforementioned Note and Mortgage, if any, shall be remitted to the Mortgagor.

DEFAULT INTEREST

In the event of acceleration of amounts due under the aforementioned Note, the sums then remaining due and payable shall generate default interest at the rate of eighteen (18) per cent annum, until paid in full.

COSTS INCIDENT TO DEFAULT

In the event that the Mortgagor defaults in its obligations under the aforementioned Note, then, in addition to all sums then remaining due under the Note, the Mortgagor shall be entitled to recover all costs incurred subsequent to default in pursuing those remedies available to the Mortgagee hereunder. Costs will incur but not be limited to costs of recovering and taking possession of the mortgaged property; storage costs; operating costs; maintenance costs; costs of sale; and all related costs and expenses.

DUTY TO MAINTAIN EQUIPMENT AND INSURANCE THEREON

The Mortgagor agrees to maintain the equipment described herein in good operating condition during the life of this Chattel Mortgage and Security Agreement. Furthermore, the Mortgagor agrees to maintain insurance on the equipment, including property casualty insurance and liability insurance, during the life of this Chattel Mortgage, in such amounts as are reasonably required to protect the full value of the Mortgagee's security interest in said equipment. The Mortgagee, Guy Merry, shall be named as additional insureds in said policy of insurance. Proof of insurance, as evidenced by a copy of an appropriate insurance policy with declaration page, shall be delivered to the Mortgagee promptly following the closing of the purchase transaction. Failure to maintain the insurance called for herein shall constitute an incident of default under this Chattel Mortgage.

LEGAL FEES AND EXPENSES

In the event of the Mortgagor's default under this Chattel Mortgage, or under the

aforementioned Note, which obligations are secured by this Chattel Mortgage, the Mortgagee shall be entitled to recover all legal fees and costs incurred in pursuing those remedies called for under this Chattel Mortgage, or under the laws of the State of Florida. Entitlement to recover legal fees shall include those fees and expenses incurred prior to litigation, and those legal fees and expenses incurred in litigation, both prior to trial, at trial or on appeal.

NOTICES TO THE PARTIES

Any written notices permitted or required under this Chattel Mortgage and Security Agreement shall be sent to the persons at the addresses set forth below. Written Notices shall be by First Class Mail and shall be deemed effective upon mailing.

Notices to the Mortgagors shall be sent to: Daniel DiVenanzo, Performance Finishes, Inc., a Florida corporation, 1737 Lake Terrace Drive, Eustis, Florida 32726.

Notices to the Mortgagees shall be sent to: Guy Merry, 671 Old Eustis Road, Mt. Dora, Florida 32757.

ENTIRE AGREEMENT

This Chattel Mortgage and Security Agreement, together with the Promissory Note with Security, a copy of which is appended hereto, together with any and all UCC-1 documents recorded in the State of Florida, pursuant to said agreements, shall constitute the entire agreement between the parties. Modification of any portion of said agreements or documents must be in writing signed by all parties.

By signing below, the Mortgagor agrees to be bound to the terms of this Chattel Mortgage and Security Agreement, and agrees to pledge the Equipment described herein to secure the Mortgagor's faithful performance of all obligations set forth in the Promissory Note with Security, a true and correct copy of which is appended hereto and by reference is made a part hereof.

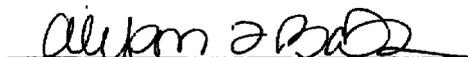
IN WITNESS WHEREOF, this instrument has been executed on this 11th day of February 2009.

Signed, sealed and delivered
in the presence of:

**Performance Finishes, Inc.,
a Florida corporation**

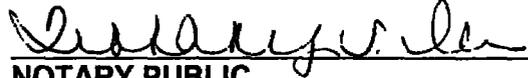

Print Tiffany S. Lee

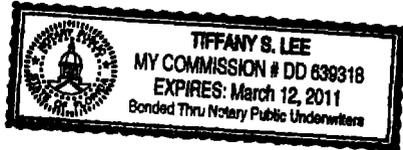
BY: 
**Daniel DiVenanzo
President**


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STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 11th day of February 2009, by **Daniel DiVenanzo as President of Performance Finishes, Inc., a Florida corporation**, on behalf of the corporation, who () is/are personally known to me or () has/have produced a driver's license as identification and did not take an oath.


NOTARY PUBLIC



(Please Print)
My Commission Expires:

PROMISSORY NOTE WITH SECURITY

February 6, 2009

FOR VALUE RECEIVED, the undersigned jointly and severally promise to pay to the order of:

LENDER: Guy Merry
671 Old Eustis Road
Mount Dora, FL 32757

The sum of Forty-Five Thousand (\$45,000.00) U SA Dollars, with interest thereon at the rate of Seven Percent (7%) per annum of the unpaid balance. Said sum shall be payable in the manner following:

11 payments of \$2,083.88 beginning March 6, 2009	
for a total of	\$22,922.68
Balloon payment	\$24,512.28

The following equipment is security for this note:

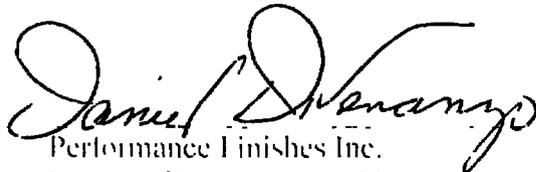
1 - General Electric Locomotive	loco number 8330 8330 <i>DFD</i>
1 - Circa 1948 SRR Coach	car number 817

Performance Finishes Inc. (borrower) asserts the equipment will be free and clear of any liens or encumbrances at the close of transaction to pay off Robert Rabkin.

The undersigned shall have the right to prepay without penalty. In the event any payment due hereunder is not made when due, the entire balance shall be immediately due at the option of any holder of this note with full satisfaction within 30 days of written demand. If such satisfaction is not fulfilled, the title to the equipment listed shall be turned over.

In the event of default, the undersigned agree to pay all reasonable attorney fees and costs of collection

Signature:


Performance Finishes Inc.
Daniel DiVenanzo, President

CERTIFICATION

I, Clayton H. Blanchard, Jr., attorney licensed to practice in the State of Florida, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: February 11, 2009


Clayton H. Blanchard, Jr.