

WINSTEAD

RECORDED & FILED 21928-D

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SURFACE TRANSPORTATION BOARD

June 9, 2003

direct dial: 713.650.2761
klee@winstead.com

VIA OVERNIGHT DELIVERY

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
1925 K Street NW
Suite 700
Washington, D.C. 20423-001



Re: Sterling Bank/James C. Graves

Dear Mr. Williams:

On behalf of Sterling Bank, I hereby submit for filing and recording two (2) executed originals of a secondary document, entitled Ratification of Previously Executed Railroad Car Mortgages, Security Agreements, Assignments of Interest in Leases and Financing Statements ("Ratification") dated as of April 30, 2003. The Ratification is a ratification of certain collateral referenced in that certain Railroad Car Mortgage, Security Agreement, Assignment of Interest in Leases and Financing Statement dated November 30, 1998 between James C. Graves and The James C. Graves Living Trust, as Mortgagor, and Sterling Bank, as Mortgagee, which was duly filed on January 4, 1999 in accordance with 49 U.S.C. 11303 (a) under Recordation Number 21928.

The parties to the Ratification are:

Sterling Bank, as Mortgagee
13111 Westheimer Road
Houston, Texas 77077

James C. Graves and The James C. Graves
Living Trust, as Mortgagor
10077 Grogan's Mill Road, Suite 450
The Woodlands, Texas 77380

A short summary of the Ratification is as follows:

Ratification of Previously Executed Railroad Car Mortgages, Security Agreements, Assignments of Interest in Leases and Financing Statements dated as of August 15, 2001, between Sterling Bank, as Mortgagee, and James C. Graves and The James C. Graves

2400 BANK ONE CENTER
910 TRAVIS STREET
HOUSTON, TEXAS 77002

PH 713.650.8400
FAX 713.650.2400
WINSTEAD.COM

WINSTEAD, SECHRIST & MINICK
Attorneys and Counselors
A Professional Corporation

Austin, Dallas, Fort Worth,
Houston, Mexico City,
The Woodlands, Washington, DC

Living Trust, as Mortgagor, pursuant to which Mortgagor acknowledges that the collateral secures additional indebtedness of Mortgagor to Mortgagee.

The said Ratification acts to reaffirm the liens in the forty-nine (49) GLNX railroad cars described below:

GLNX	151
GLNX	153
GLNX	161
GLNX	164
GLNX	167
GLNX	179
GLNX	186
GLNX	202
GLNX	209
GLNX	228
GLNX	288
GLNX	290
GLNX	301
GLNX	302
GLNX	3008
GLNX	3009
GLNX	3016
GLNX	3517
GLNX	3560
GLNX	3587
GLNX	3623
GLNX	21049
GLNX	21112
GLNX	23003
GLNX	23250
GLNX	32014
GLNX	32500
GLNX	32502
GLNX	32505
GLNX	33504
GLNX	33506
GLNX	34323
GLNX	34324
GLNX	34325
GLNX	34326
GLNX	34327
GLNX	34328
GLNX	34329
GLNX	34330
GLNX	83022
GLNX	86032
GLNX	86054
GLNX	86096
GLNX	86240

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GLNX	86258
GLNX	86330
GLNX	86333
GLNX	86337
GLNX	86339

Enclosed is a check in the amount of \$150.00 (\$30.00 of which is for this filing) in payment of the filing fee. The file-stamped copy of the Ratification should be returned to the undersigned at 910 Travis, Suite 2400, Houston, Texas 77002.

Thank you for your assistance and don't hesitate to contact me at (713) 650-2761 if you have any questions or need additional information.

Very truly yours,



Kelly Lee
Legal Assistant

Enclosures

cc: Mitchell S. Schulman (w/enclosures)
James W. Doyle, Esq. (Firm)

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~~SURFACE~~ TRANSPORTATION BOARD

RATIFICATION OF PREVIOUSLY EXECUTED RAILROAD CAR MORTGAGES, SECURITY AGREEMENTS, ASSIGNMENTS OF INTEREST IN LEASES AND FINANCING STATEMENTS

This is a secondary document and is a ratification of that certain Railroad Car Mortgage, Security Agreement, Assignment of Interest in Leases and Financing Statement dated November 30, 1998 between James C. Graves and The James C. Graves Living Trust, as Debtors, and Sterling Bank, as Secured Party, which was duly filed on January 4, 1999 in accordance with 49 U.S.C. 11303 (a) under Recordation Number 21928.

MORTGAGOR: JAMES C. GRAVES AND
THE JAMES C. GRAVES LIVING TRUST
10077 Grogan's Mill Road, Suite 450
The Woodlands, Texas 77380

MORTGAGEE: STERLING BANK
13111 Westheimer Road
Houston, Texas 77077

COLLATERAL: Railroad cars bearing the numbers below:

GLNX	151
GLNX	153
GLNX	161
GLNX	164
GLNX	167
GLNX	179
GLNX	186
GLNX	202
GLNX	209
GLNX	228
GLNX	288
GLNX	290
GLNX	301
GLNX	302
GLNX	3008
GLNX	3009
GLNX	3016
GLNX	3517
GLNX	3560

GLNX	3587
GLNX	3623
GLNX	21049
GLNX	21112
GLNX	23003
GLNX	23250
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GLNX	32500
GLNX	32502
GLNX	32505
GLNX	33504
GLNX	33506
GLNX	34323
GLNX	34324
GLNX	34325
GLNX	34326
GLNX	34327
GLNX	34328
GLNX	34329
GLNX	34330
GLNX	83022
GLNX	86032
GLNX	86054
GLNX	86096
GLNX	86240
GLNX	86258
GLNX	86330
GLNX	86333
GLNX	86337
GLNX	86339

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**RATIFICATION OF PREVIOUSLY EXECUTED
RAILROAD CAR MORTGAGES, SECURITY AGREEMENTS, ASSIGNMENTS OF
INTEREST IN LEASES AND FINANCING STATEMENTS**

This Ratification, dated as of the 30th day of April, 2003, is by and between JAMES C. GRAVES, an individual, and THE JAMES C. GRAVES LIVING TRUST (hereinafter collectively referred to as the "Pledgor"), whose address for notice purposes is 786 River Road, Montgomery, Texas 77356, for the benefit of STERLING BANK, a Texas banking association (the "Secured Party") whose address is 2201 Mangum, Houston, Texas 77092.

R E C I T A L S:

WHEREAS, the Pledgor has heretofore executed that certain Railroad Car Mortgage, Security Agreement, Assignment of Interest in Leases and Financing Statement dated on or about November 30, 1998 (as the same may have been previously ratified and amended, "Security Agreement A") covering and describing forty-nine (49) rail cars and management agreements related thereto ("Collateral A"), that certain Railroad Car Mortgage, Security Agreement, Assignment of Interest in Leases and Financing Statement dated as of December 17, 1999 (as the same may have been previously ratified and amended, "Security Agreement B") covering and describing thirteen (13) rail cars and management agreements related thereto ("Collateral B"), with eleven (11) of the Collateral B rail cars being released by the Secured Party by that certain Partial Release of Railroad Car Mortgage and Security Interest dated as of December 17, 2000, that certain Railroad Car Mortgage, Security Agreement, Assignment of Interest in Leases and Financing Statement dated as of December 17, 2000 (as the same may have been previously ratified and amended, "Security Agreement C") covering and describing thirteen (13) rail cars and management agreements related thereto ("Collateral C"), that certain Railroad Car Mortgage, Security Agreement, Assignment of Interest in Leases and Financing Statement dated on or about March 19, 2001 (as the same may have been previously ratified and amended, "Security Agreement D") covering and describing three (3) rail cars and management agreements related thereto ("Collateral D"), and that certain Railroad Car Mortgage, Security Agreement, Assignment of Interest in Leases and Financing Statement dated on or about April 15, 2002 (as the same may have been previously ratified and amended, "Security Agreement E") (Security Agreement A, Security Agreement B, Security Agreement C, Security Agreement D, and Security Agreement E are collectively referred to as the "Security Agreement") covering and describing twenty-nine (29) rail cars and management agreements related thereto ("Collateral E") (Collateral A, Collateral B, Collateral C, Collateral D, and Collateral E are collectively referred to as the "Collateral");

WHEREAS, the Security Agreement was executed and delivered to secure the payment of certain obligations of the Pledgor, including that certain promissory note dated as of November 30, 1998 in the maximum principal sum of \$300,000 ("Note A"), that certain promissory note dated as of November 30, 1998 in the maximum principal sum of \$100,000 ("Note B"), that certain promissory note dated as of November 30, 1998 in the original principal sum of \$1,275,000 ("Note C"), and that certain promissory note dated as of December 17, 1999 in the original principal sum of \$400,000 ("Note D"), all executed by Pledgor and payable to the

order of Secured Party (Note A, Note B, Note C and Note D are collectively referred to herein as the "Notes");

WHEREAS, subsequent to the execution of the Notes, the Pledgor executed that certain promissory note dated as April 15, 2002 in the original principal sum of \$235,000.00 ("New Note A"), that certain promissory note dated as of April 15, 2002 in the original principal sum of \$200,000.00 ("New Note B"), that certain promissory note dated as of April 15, 2002 in the original principal sum of \$100,000.00 ("New Note C"), and that certain promissory note dated as of April 15, 2002 in the principal sum of \$197,921.00 ("New Note D") (New Note A, New Note B, New Note C, and New Note D are collectively referred to herein as the "New Notes");

WHEREAS, the benefits of the Secured Party under the Security Agreement, the Notes (to the extent still outstanding), and the New Notes (to the extent still outstanding) are still owned and held by the Secured Party;

WHEREAS, the Pledgor desires to renew, rearrange and extend New Note D, and the Secured Party has agreed to renew, extend, and rearrange the indebtedness, such renewal, extension, and rearrangement to be evidenced by that certain promissory note payable to Secured Party dated as of even date herewith in the principal sum of \$162,285.80; and

WHEREAS, in connection therewith, Pledgor desires to ratify the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing, the benefits to be derived by the Pledgor and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Pledgor, the Pledgor hereto agrees as follows:

1. RENEWAL, REARRANGEMENT AND EXTENSION OF NEW NOTE D. The Pledgor has requested that the Secured Party renew New Note D, rearrange its payment and extend the maturity thereof until one (1) year from the date hereof, all as more described in the renewal term promissory note executed by Pledgor dated as of even date herewith. In partial consideration of the representation and warranties contained herein, the Secured Party has agreed to do so.
2. WARRANTIES, REPRESENTATIONS AND COVENANTS. The warranties, representations and covenants of Pledgor contained in the Security Agreement are hereby remade by the Pledgor to the Secured Party and are in full force and effect as of the date hereof.
3. REAFFIRMATION OF SECURITY AGREEMENT. To secure the secured indebtedness described in the Security Agreement, including the Notes and the New Notes, Pledgor has granted, assigned, transferred and conveyed and by these presents does grant, assign, transfer and convey a security interest in and to the Collateral for the benefit of Secured Party.
4. TERMS DEFINED. As used herein, all terms not defined herein shall have the meaning ascribed to them in the Security Agreement.

5. MISCELLANEOUS. This Agreement shall be considered as an amendment and ratification to the Security Agreement, and except as herein expressly amended, the Security Agreement is hereby ratified, approved and confirmed in every respect, all references to the foregoing Security Agreement and any documents heretofore executed or hereafter executed shall be deemed to refer to the Security Agreement as amended by this instrument.

[Signature page to follow]

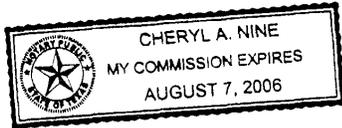
EXECUTED by the Pledgor as of the date first above written.

James C. Graves
James C. Graves, Trustee
James C. Graves, individually, and as Trustee for
the James C. Graves Living Trust

STATE OF TEXAS

COUNTY OF Montgomery §
§
§

On this 12th day of May, 2003, before me personally appeared JAMES C. GRAVES, to me personally known, who being by me duly sworn, says that his execution of the foregoing instrument was his free act and deed.

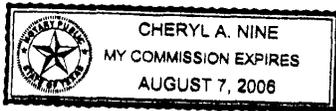


Cheryl A. Nine
Notary Public in and for
the State of Texas

STATE OF TEXAS

COUNTY OF Montgomery §
§
§

On this 12th day of May, 2003, before me personally appeared James C. Graves, to me personally known, who being by me duly sworn, says that he is the Trustee of THE JAMES C. GRAVES LIVING TRUST and he acknowledged that the execution of the foregoing instrument was the free act and deed of said trust.



Cheryl A. Nine
Notary Public in and for
the State of Texas