

WINSTEAD

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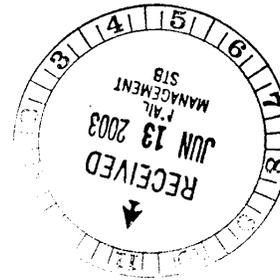
SURFACE TRANSPORTATION BOARD

June 9, 2003

direct dial: 713.650.2761
klec@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 Mortgage, Security Agreement, Assignment of Interest in Leases and Financing Statement ("Ratification") dated as of April 30, 2003. The Ratification is an amendment and ratification to that certain Railroad Car Mortgage, Security Agreement, Assignment of Interest in Leases and Financing Statement dated December 17, 2000 between James C. Graves and The James C. Graves Living Trust, as Mortgagor, and Sterling Bank, as Mortgagee, which was duly filed on February 28, 2001 in accordance with 49 U.S.C. 11303 (a) under Recordation Number 23392.

The parties to the Ratification are:

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

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

2400 BANK ONE CENTER
910 TRAVIS STREET
HOUSTON, TEXAS 77002

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WINSTEAD.COM

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Attorneys and Counselors
A Professional Corporation

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

Surface Transportation Board
June 9, 2003
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The said Ratification affects the following collateral:

GLNX 351
GLNX 32009
GLNX 32700
GLNX 32703
GLNX 32705
GLNX 32706
GLNX 32707
GLNX 32709
GLNX 32710
GLNX 32711
GLNX 32712
GLNX 33305
GLNX 34168

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,
Paralegal

Enclosures

cc: Mitchell S. Schulman (w/enclosures)
Andrew Paur, Esq. (Firm)

**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 December 17, 2000 between James C. Graves and The James C. Graves Living Trust, as Debtors, and Sterling Bank, as Secured Party, which was duly filed on February 28, 2001 in accordance with 49 U.S.C. 11303 (a) under Recordation Number 23392.

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 351
GLNX 32009
GLNX 32700
GLNX 32703
GLNX 32705
GLNX 32706
GLNX 32707
GLNX 32709
GLNX 32710
GLNX 32711
GLNX 32712
GLNX 33305
GLNX 34168

RECORDATION NO. 23392-B FILED!
JAN 13 2003 2-56 PM
TRANSPORTATION BOARD

**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]

