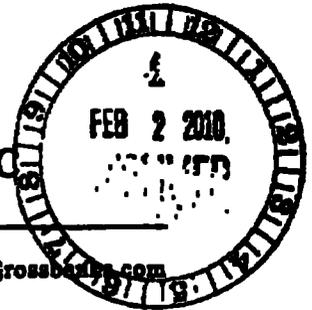


**ROSS, BANKS, MAY, CRON & CAVIN, P.C.**  
**Attorneys at Law**



**Jim D. Hamilton**  
Shareholder  
- Also Licensed in Colorado

e-mail: [jddhamilton@grossbanks.com](mailto:jddhamilton@grossbanks.com)

February 1, 2010

**Secretary**  
Surface Transportation Board  
395 "E" St. SW  
Washington, D.C. 20423

via Overnight Delivery

RECORDATION NO. 28892 FILED

**Re: Michael J. Kalmes and Leslie B. Kalmes**  
Our File No. 4261-038A

FEB 04 '10

2-32 PM

SURFACE TRANSPORTATION BOARD

Dear Sir/Madam:

On behalf of Icon Bank of Texas, N.A., I hereby submit for filing and recording an executed original of a primary document, not previously recorded, entitled Railroad Car Mortgage, Security Agreement, Assignment of Interest in Leases and Financing Statement {"Mortgage"} dated December 10, 2009.

The parties to the Mortgage are:

Icon Bank of Texas, N.A., Mortgagee  
7908 N. Sam Houston Parkway W., Suite 100  
Houston, Texas 77064

Michael J. Kalmes and Leslie B. Kalmes, as Mortgagor  
50 Biscayne Dr.  
Atlanta, GA 30309

A short summary of the Mortgage is as follows:

Railroad Car Mortgage, Security Agreement, Assignment of Interest in Leases and Financing Statement dated December 10, 2009 between Icon Bank of Texas, N.A., as Mortgagee, and Michael J. Kalmes and Leslie B. Kalmes, collectively referred to herein as Mortgagor, covering the twelve (12) railroad cars described in the attached Exhibit "A" and assignment of any management agreements and/or any leases of the Railcars now, or hereinafter, applicable to all or any portion of the above-described railroad cars.

**Secretary  
Surface Transportation Board  
January 28, 2010  
Page 2**

**The said Mortgage, among other things, acts to grant a security interest by the Mortgagor in and to the twelve (12) railroad cars described in the attached Exhibit "A" and assignment of any management agreements and/or any leases of the Railcars now, or hereinafter, applicable to all or any portion of the above-described railroad cars.**

**Enclosed is a check in the amount of \$41.00 in payment of the filing fee. The file-stamped copy of the Mortgage should be returned to the undersigned.**

**Thank you for your assistance and please do not hesitate to contact me should you have any questions or need additional information.**

**Very Truly Yours,**

**ROSS, BANKS, MAY, CRON & CAVIN, P.C.**



**Jim D. Hamilton  
For the Firm**

**JDH/ré  
Enclosure(s)**

**RAILROAD CAR MORTGAGE, SECURITY AGREEMENT  
ASSIGNMENT OF INTEREST IN LEASES  
AND FINANCING STATEMENT**

RECORDATION NO. 28852 FILED

**MORTGAGOR:** Michael J. Kalmes and Leslie B. Kalmes  
50 Biscayne Dr.  
Atlanta, GA 30309

FEB 04 '10

2:32 PM

SURFACE TRANSPORTATION BOARD

**MORTGAGEE:** Icon Bank of Texas, N.A.  
7908 N. Sam Houston Parkway W., Suite 100  
Houston, Texas 77064

**DEBTOR:** Michael J. Kalmes and Leslie B. Kalmes  
50 Biscayne Dr.  
Atlanta, GA 30309

**COLLATERAL:** All of Mortgagor's interest (whether ownership or otherwise, and whether presently existing or hereafter acquired) in the Twelve (12) Rail Cars, described in the attached Exhibit "A" and any leases and management agreements relating thereto.

**RAILROAD CAR MORTGAGE, SECURITY AGREEMENT,  
ASSIGNMENT OF INTEREST IN LEASES AND  
FINANCING STATEMENT**

Date: 12-10-09

THIS RAILROAD CAR MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF INTEREST IN LEASES AND FINANCING STATEMENT ("Agreement") made and entered into by and between Icon Bank of Texas, N.A., whose address is 7908 N. Sam Houston Parkway W., Suite 100, Houston, Texas 77064 (whether one or more "Secured Party") and Michael J. Kalmes and Leslie B. Kalmes (whether one or more "Mortgagor"), whose address is 50 Biscayne Dr., Atlanta, GA 30309, as follows:

1. **Indebtedness.** The Security Interest (defined below) is herein created to secure all obligations and indebtedness to Secured Party, direct or indirect, related or unrelated, now existing or hereafter arising, of whatsoever kind or character, whenever or however created or incurred of Michael J. Kalmes and Leslie B. Kalmes ("Debtor") including, but not limited to, those provided for in that certain note in the original principal amount of \$115,000.00 payable to Icon Bank of Texas, N.A. ("Note"), together with all renewals, extensions and rearrangements thereof (the "Indebtedness").

2. **Agreement and Collateral.** For value received, Mortgagor hereby grants to Secured Party a security interest ("Security Interest") in the following described railroad cars and certain

leases relating thereto, together with the additional property described in paragraph 31' hercof ("Collateral"), to-wit:

- (i) Railcars: the Twelve (12) rail cars, all bearing the numbers set forth in Exhibit "A" attached hereto and made a part hercof for all purposes and management agreements relating thereto;
- (ii) The rights of the Mortgagor under certain lease agreements now, or hereinafter, applicable to all or any portion of the above-described rail cars, including, but not limited to, those certain lease agreements (herein collectively the "Lease Agreements") described in the Lease Certificate of even date herewith, and all amendments to such agreements;
- (iii) All Accounts, all Commercial Tort Claims, all Chattel Paper (whether Tangible or Electronic), all General Intangibles, all Instruments and Proceeds, as those terms are defined in the UCC, and all books and records relating to or arising out of any of the items described in items (i) and (ii) above, and all files, correspondence, computer programs, tapes, discs and related data processing software owned by the Mortgagor in which the Mortgagor has an interest, and which contains the information concerning or relating to any of the foregoing, as they relate to any of the items described in subsections (i) and (ii) above

"UCC" means Uniform Commercial Code as in effect in the State of Texas, as the same has been or may be amended or revised from time to time.

### **3. Mortgagor's Warranties, Covenants and Further Agreements.**

**A. Title.** Except for the Security Interest, Mortgagor owns or on acquisition will own, the Collateral free from any lien, security interest, encumbrance or claim (except liens for current taxes not due) and Mortgagor will, at Mortgagor's cost, keep the Collateral free from any other lien, security interest, encumbrance or claim, and defend the Security Interest and Mortgagor's rights in the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein. Mortgagor is the duly registered owner of the Collateral pursuant to a proper registration under the Revised Interstate Commerce Act, as amended, and Mortgagor qualifies in all respects as a citizen of the United States as defined in said Act. Mortgagor or has the power and authority to execute and deliver this Agreement. The execution, delivery, and performance of this Agreement by Mortgagor do not and will not violate any law or any rule, regulation or order of any governmental authority. This Agreement and any instrument or document which is, or shall be, included in the Collateral is, and shall be, genuine and legally enforceable and free from any setoff, counterclaim, or defense.

**B. Recorded Instruments.** No conveyance, financing statement or other instrument affecting Mortgagor's title to the Collateral or any part thereof is on file in any public office. At Secured Party's request Mortgagor will execute all financing statements and other instruments and take all other actions deemed necessary by Secured Party to perfect the Security Interest and Mortgagor will pay all costs thereof. A carbon, photographic or other reproduction of this Agreement or of any financing statement covering the Collateral shall be sufficient as a financing statement and may be filed as a financing statement. The address of Mortgagor designated at the beginning of this Agreement is Mortgagor's place of business if Mortgagor has only one place of business; Mortgagor's chief executive office if Mortgagor has more than one place of business; or Mortgagor's residence if Mortgagor has no place of business

**C. Assignment.** Other than in the ordinary course of business, Mortgagor will not sell, lease, rent, charter, or otherwise dispose of all or part of the Collateral. Secured Party may assign or transfer all or part of its rights in, and obligations, if any, under the Indebtedness, the Collateral and this Agreement

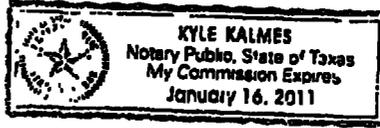
**D. Insurance.** Mortgagor shall be responsible for any loss of or damage to the Collateral. Mortgagor shall at its own expense insure the Collateral against property damage and carry insurance against public liability in such amounts and with such insurers as are acceptable to Secured Party. Mortgagor shall name Secured Party or cause Secured Party to be named as an additional insured under all policies of liability insurance and as the mortgagee and loss payee under all policies of casualty insurance. Secured Party is hereby authorized in its own name and in the name of Mortgagor to collect, adjust, and settle any claims under any policies of casualty insurance and to endorse any checks, drafts, or instruments in connection therewith. Secured Party may apply any proceeds from casualty insurance to the Indebtedness in such manner as Secured Party may elect. All policies of insurance shall provide for written notice to Secured Party at least THIRTY (30) days prior to cancellation. If Mortgagor fails to obtain or maintain any insurance required hereunder or fails to provide evidence of such insurance in form and content satisfactory to Secured Party, Secured Party, at its option and in addition to its other remedies, may obtain substitute insurance, or may obtain insurance that covers only the Secured Party's interest in the Collateral. Secured Party may add to the Indebtedness the premium advanced by Secured Party for any such insurance, and may charge interest on the amount of such premium at the maximum rate permitted by applicable law.

**E. Maintenance.** Mortgagor will maintain and keep the Collateral in good condition and repair and will maintain, service, repair, overhaul, and test the Collateral so as to keep the Collateral in good operating condition in conformity with any applicable mandatory manufacturer's operating manual, instructions or service bulletins and the Collateral shall be maintained in good standing at all times under all applicable federal and state law. Mortgagor agrees that the Collateral will not be maintained, used, or operated in violation of any policy of insurance or any law or any rule, regulation, or order of any governmental authority having jurisdiction. Mortgagor will maintain all records, logs, and other materials required by applicable state and federal law and regulation to be maintained in respect of the Collateral, and Secured Party or its agents shall have the right to inspect the Collateral and examine, audit, and copy all records, logs, and other

*Leslie B. Kalmes*  
Leslie B. Kalmes

STATE OF TX  
COUNTY OF HARRIS

§  
§  
§



On this 10 day of December, 2009, before me personally appeared Leslie B. Kalmes, who being by me duly sworn, says that his execution of the foregoing instrument was and is his free act and deed.

*[Signature]*  
Notary Public, the State of Texas

SECURED PARTY

Icon Bank of Texas, N.A.

By *[Signature]*  
Mitchell Schulman, Market President - Southwest

STATE OF TEXAS  
COUNTY OF HARRIS

§  
§  
§

On this 10 day of Dec, 2009, before me personally appeared Mitchell Schulman, to me personally known, who being by me duly sworn, says that he is a Market President of Icon Bank of Texas, N.A., that said instrument was signed on behalf of said Icon Bank of Texas, N.A., by authority of its board of directors and he acknowledged that execution of the foregoing instrument was the free act and deed of Icon Bank of Texas, N.A.

*[Signature]*  
Notary Public, the State of Texas

# EXHIBIT "A"

## COLLATERAL

1.	GLNX	1701
2.	GLNX	34587
3.	GLNX	20023
4.	GLNX	20024
5.	GLNX	34507
6.	GLNX	34508
7.	GLNX	34512
8.	GLNX	34521
9.	GLNX	34522
10.	GLNX	34523
11.	GLNX	34524
12.	GLNX	34531