

2009-050246

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

RENEWAL AND EXTENSION OF REAL ESTATE NOTE AND LIENS

STATE OF TEXAS § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MONTGOMERY §

THAT, WHEREAS, TRI-STAR FUEL DISTRIBUTORS, INC., a Texas corporation ("Borrower"), being legally obligated to pay the hereinafter described promissory note, and who, if not presently liable for the payment of said note, does hereby expressly assume the payment thereof, said note ("Note") being that certain Promissory Note in the original principal sum of \$80,000.00 dated June 2, 2008, executed by TRI-STAR FUEL DISTRIBUTORS, INC., secured by Deed of Trust, recorded under Clerk's File No. 2008-056043, Real Property Records of Montgomery County, Texas ("Deed of Trust"), against the following described real property ("Property"):

Being 39.8496 acres of land, more or less, W. S. Allen Survey, A-2, Montgomery County, Texas; said 39.8496 acres being described by metes and bounds in warranty deed recorded under Clerk's File No. 9034626, Real Property Records of Montgomery County, Texas.

SAVE AND EXCEPT the following four tracts of land:

Being 0.6758 acre tract of land, more or less, in the W. S. Allen Survey, A-2, now known as Reserve "A" of Auto First at Frazier, recorded in Plat Cabinet L, Sheet 117 of the Map Records of Montgomery County, Texas.

2.12 acres, more or less, in the W. S. Allen Survey, A-2, Montgomery County, Texas; said 2.12 acres being described by metes and bounds in Deed of Trust dated February 28, 2002, recorded under Clerk's File No. 2002-020804, Real Property Records of Montgomery County, Texas.

5.658 acres in the W. S. Allen Survey, A-2, Montgomery County, Texas; said 5.658 acres being more particularly described in the herein above referenced Deed of Trust; and,

15.985 acres in the W. S. Allen Survey, A-2, Montgomery County, Texas; said 15.985 acres being more particularly described in the herein above referenced Deed of Trust;

WHEREAS, the Note is further secured by Collateral Transfer and Assignment of Note, of even date therewith, executed by Sadler Development Corporation, in favor of First Bank of Conroe, N.A., assigning the following promissory note:

Real Estate Lien Note dated December 13, 2007, in the original principal amount of \$650,000.00, executed by Frontier Materials Concrete, LLC, payable to the order of First Bank of Conroe, N.A., secured by Deed of Trust against the 15.985 acre tract of land hereinabove described;

WHEREAS, the Note is further secured by Security interest in 22,500 share of stock of Woodforest Financial Group, Inc., evidenced by Certificate 1255 issued in the name of Alan Sadler.

WHEREAS, the Note is additionally secured by Guaranty Agreement executed by ALAN B. SADLER ("Guarantor"); and

WHEREAS, Borrower desires and has requested First Bank of Conroe, N.A. to extend or rearrange the time or manner of payment of said Note and to extend and carry forward all liens and security interests securing same; and,

WHEREAS, First Bank of Conroe, N.A. ("Bank"), the legal and equitable owner and holder of said Note and the liens or security interests securing the same, in consideration of the premises and at the request of

Borrower, has agreed to renew and extend the balance of the Note and to extend or rearrange the time or manner of payment of said Note, as hereinafter provided;

NOW, THEREFORE, in consideration of Ten (\$10.00) Dollars, the receipt of which is hereby acknowledged and confessed, and the further consideration of the extension or rearrangement of the time or manner of payment of said Note as hereinafter set forth by the legal owner and holder thereof, Borrower hereby renews said Note and indebtedness and promises to pay to the order of First Bank of Conroe, N.A., 1800 West White Oak Terrace, Conroe, Texas 77305, the sum of EIGHTY THOUSAND AND 00/100 (\$80,000.00) DOLLARS, (or so much thereof as may be advanced) together with interest at the rate hereinafter provided, as follows, to-wit:

1. Borrower agrees to pay interest on the principal amount of the Note from and after the date hereof until maturity as provided in this extension agreement at the rate of SEVEN (7%) PERCENT per annum.

Unless otherwise specified below, interest shall be computed on a per annum basis of a year of 360 days and for the actual number of days (including the first but excluding the last day) elapsed unless such calculation would result in a usurious rate, in which case interest shall be calculated on a per annum basis of a year of 365 or 366 days, as the case may be.

2. All past due principal and interest of this note, whether due as the result of acceleration of maturity or otherwise, shall bear interest at the lesser of (1) eighteen (18%) percent per annum, or (2) the maximum lawful rate of interest permitted by the applicable usury laws, now or hereafter enacted.

3. From and after the effective date of this extension of the Note, Borrower shall pay to Bank the unpaid principal balance of the Note, together with interest at the rate hereinabove provided, as follows:

The principal balance of this note, plus accrued interest, shall be due and payable on or before June 2, 2010. Interest shall be due and payable monthly as it accrues, commencing July 2, 2009.

In addition, a loan fee of \$1,600.00 shall be paid at the time of execution hereof.

Borrower shall pay to Bank a late charge equal to five (5%) percent of any installment not received by Bank within ten (10) days from the due date thereof.

4. This extension, the Note and the maximum rate of nonusurious interest applicable to the loan evidenced by the Note shall be governed by the laws of the United States of America and the State of Texas in effect on the date of the loan evidenced by the Note, and, to the extent allowed by law, as now or as may hereafter be in effect. If the Note bears interest at a varying rate, unless changed in accordance with law, the applicable method of calculating the usury ceiling rate under Texas law shall be the indicated (weekly) ceiling rate from time to time in effect, as provided in Texas Finance Code, Ch. 303.

5. Except as otherwise specified herein, the terms and provisions hereof shall in no manner impair, limit, restrict or otherwise affect the obligations of Borrower or any third party to Bank, as evidenced by the Note or any documents securing said Note. Borrower hereby acknowledges, agrees and represents that (i) Borrower is indebted to Bank pursuant to the terms of the Note as modified hereby; (ii) the liens, security interests, guaranty agreements and assignments created and evidenced by the Deed of Trust and other documents securing the Note are, respectively, valid and subsisting liens, security interests and assignments of the respective dignity and priority recited in the Deed of Trust, guaranty agreements or other security documents; (iii) there are no claims or offsets against, or defenses or counterclaims to, the terms or provisions of the Note, Deed of Trust or other documents securing said Note, and the other obligations created or evidenced by the Note, Deed of Trust or other documents securing said Note; (iv) Borrower has no claims, offsets, defenses or counterclaims arising from any of the Bank's acts or omissions with respect to the Property, the Note, Deed of Trust or other security documents or Bank's performance under the said documents or with respect to the Property; (v) the representations and warranties contained in the Deed of Trust and other security documents are true and correct representations and warranties of Borrower and third parties, as of the date hereof; and (vi) Bank is not in default and no event has occurred which, with the passage of time, giving of notice, or both, would constitute a default by Bank of Bank's obligations under the terms and provisions of the Deed of Trust or other security documents. To the extent Borrower has now, or in the future possesses, any claims, offsets, defenses or counterclaims against Bank or the repayment of all or a portion of the Note, whether known or unknown, fixed or contingent, which arose on or before the date of the execution hereof, same are hereby forever irrevocably waived and released in their entirety. Borrower further agrees that all terms and provisions of said original Note and of the instrument or instruments creating or fixing the liens and security interests securing the same shall be and remain in full force and effect as therein written, except as otherwise expressly provided herein.

Borrower represents and warrants that all ad valorem taxes on the real property hereinabove described have been paid in full for all years through and including 2008.

Borrower further represents and warrants that SADLER DEVELOPMENT CORPORATION is the legal and equitable fee owner of the hereinabove described real property.

6. It is the intention of Borrower and Lender to conform strictly to state and federal usury laws applicable to this loan transaction and permitting the highest rate of interest; accordingly, in the Note, or in any of the documents securing payment hereof or otherwise relating hereto, the aggregate of all interest and any other charges constituting interest under applicable law contracted for, chargeable or receivable under the Note or otherwise in connection with this loan transaction shall under no circumstances exceed the maximum amount of interest permitted by law. If any excess amount of interest in such respect is provided for, or shall be adjudicated to be so provided for in the Note or in any of the documents securing payment hereof or otherwise relating thereto, then in such event (a) the provisions of this paragraph shall govern and control; (b) neither the Borrower hereof nor Borrower's legal representatives, successors or assigns or any other party liable for the payment hereof shall be obligated to pay the amount of such interest to the extent that it is in excess of the maximum permitted by law; (c) any excess shall be deemed a mistake and canceled automatically and, if theretofore paid, shall, at the option of the holder of the Note, be refunded to Borrower or credited on the principal amount of the Note; and (d) the effective rate of interest shall be automatically subject to the reduction to the maximum lawful contract rate allowed under such laws, as now or hereafter construed by courts of appropriate jurisdictions, and to the extent permitted by law, determination of the rate of interest shall be made by amortizing, prorating, allocating and spreading in equal parts during the period of the full stated term of the loan, all interest any time contracted for, charged or received from Borrower in connection with this loan.

7. Execution of this agreement by Bank as the owner and holder of said Note and liens securing same shall not be construed as a waiver of any rights or options which it may have in the event of default by Borrower under the terms of said Note and liens, security interests and guaranties securing same, as herein renewed and rearranged.

8. ALAN BE. SADLER, Guarantor, joins in the execution of this Renewal and Extension of Real Estate Note and Liens to evidence his agreement, approval and consent to the renewal and extension of the Note and the Deed of Trust lien securing payment thereof and to acknowledge and confirm his continuing guaranty of the Note as herein renewed and extended.

9. SADLER DEVELOPMENT CORPORATION, Owner of Property and Owner of Additional Collateral, joins in the execution of this Renewal and Extension of Real Estate Note and Liens to evidence its agreement, approval and consent to the renewal and extension of the Note and the Deed of Trust lien securing payment thereof.

10. Alan B. Sadler, also known as Alan Sadler, joins in the execution of this Renewal and Extension of Real Estate Note and Liens to evidence his agreement, approval and consent to the renewal and extension of the Note and the security interest in the Woodforest Financial Group, Inc., stock.

11. This agreement, when executed by each of the parties hereto, shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

THE BALANCE OF THIS LOAN IS PAYABLE IN FULL TWELVE (12) MONTHS FROM THE DATE HEREOF. AT MATURITY YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE BANK IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE BANK YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME BANK.

WITHOUT THE EXPRESS WRITTEN CONSENT OF BANK, BORROWER SHALL NOT ENTER INTO ANY ARRANGEMENTS WITH ANY THIRD PARTY FOR THE PAYMENT OF AD VALOREM TAXES THAT WOULD GRANT THAT THIRD PARTY A LIEN ON THE PROPERTY.

Executed effective as of June 2, 2009.

BORROWER:

TRI-STAR FUEL DISTRIBUTORS, INC.

By 
ASLAM ISMAIL KAPADIA, President

OWNER OF PROPERTY:
AND OWNER OF ADDITIONAL
COLLATERAL:

SADLER DEVELOPMENT CORPORATION

By: [Signature]
ALAN B. SADLER, President

OWNER OF WOODFOREST
FINANCIAL GROUP, INC. STOCK

[Signature]
ALAN B. SADLER

GUARANTOR:

[Signature]
ALAN B. SADLER

ACCEPTED AND AGREED TO BY THE
OWNER AND HOLDER OF SAID NOTE:

FIRST BANK OF CONROE, N.A.

By: [Signature]
Name: Neal J. Brussell
Title: Sr. Vice President

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 1st day of June, 2009, by
ASLAM ISMAIL KAPADIA, as President of TRI-STAR FUEL DISTRIBUTORS, INC., a Texas corporation,
on behalf of said entity.

[Signature]
Notary Public, State of Texas
BETHANY LYN ASHLEY
Notary Public
STATE OF TEXAS
My Comm. Exp. 10/29/2012

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 2 day of June, 2009, by
ALAN B. SADLER, Individually and as President of SADLER DEVELOPMENT CORPORATION, on behalf
of said entity

SARAI HAMAKER
Notary Public
STATE OF TEXAS
My Comm. Exp. 10/26/2011

[Signature]
Notary Public, State of Texas

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FILED FOR RECORD
MAY 28 2009
MONTGOMERY COUNTY, TEXAS

2009-050246

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SPECIAL APPLICATION OF REAL PROPERTY TRANSFERS

After Recording Please Return To:

**First Bank of Conroe, N.A.
P O Box 1280
Conroe, Texas 77305**

Block 10, 2006 area of land, more or less, W. S. Allen Survey, A-2, Montgomery County, Texas, and 20,444 area being described by serial and block in warranty deed recorded under Clerk's File No. 2004-02841, Real Property Records of Montgomery County, Texas.

Block 10, 2006 area of land, more or less, W. S. Allen Survey, A-2, Montgomery County, Texas, and 20,444 area being described by serial and block in warranty deed recorded under Clerk's File No. 2004-02841, Real Property Records of Montgomery County, Texas.

Block 10, 2006 area of land, more or less, in the W. S. Allen Survey, A-2, more known as Block "A" of First First in Texas, recorded in Plat Case No. 117 in the Map Records of Montgomery County, Texas.

2.12 area, more or less, in the W. S. Allen Survey, A-2, Montgomery County, Texas, and 2.12 area being described by serial and block in Deed of Trust dated February 24, 2002, recorded under Clerk's File No. 2002-02884, Real Property Records of Montgomery County, Texas.

1.438 area in the W. S. Allen Survey, A-2, Montgomery County, Texas, and 1.438 area being more particularly described in the block above referenced Deed of Trust, and.

13.855 area in the W. S. Allen Survey, A-2, Montgomery County, Texas, and 13.855 area being more particularly described in the block above referenced Deed of Trust.

WHEREAS, the Trust is herein created by Colford Trustee and Assignee of Trust, of First Bank, recorded in Public Depository Corporation, a Trust of First Bank of Conroe, N.A., containing the following preliminary term:

That the Trust is herein created by Colford Trustee and Assignee of Trust, of First Bank, recorded in Public Depository Corporation, a Trust of First Bank of Conroe, N.A., containing the following preliminary term:

FILED FOR RECORD

2009 JUN 10 AM 9: 03

Mark Turnbull
**COUNTY CLERK
MONTGOMERY COUNTY TEXAS**

**STATE OF TEXAS
COUNTY OF MONTGOMERY**

I hereby certify this instrument was filed in File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Real Property at Montgomery County, Texas.

JUN 10 2009



Mark Turnbull
**County Clerk
Montgomery County, Texas**