



First Interstate Bank  
of Texas, N.A.  
Post Oak Office  
P.O. Box 4401  
Houston, TX 77210-4401  
713 599-8700

RECORDATION NO. 17919A FILED 1425

AUG 18 1992 -9 55 AM

INTERSTATE COMMERCE COMMISSION

August 4, 1992

Secretary  
Interstate Commerce Commission  
12th Street & Constitution Avenue N.W.  
Washington, D.C. 20423

Dear Secretary:

Enclosed are two original, notarized Assignment of Leases for recordation. Please record and send back to us one showing that recordation. Enclosed is our Cashier's Check, #2039530 for \$15.00.

The names and addresses of the parties to the enclosed leases are:

ASSIGNOR: TRANSPORTATION EQUIPMENT, INC., A TEXAS CORPORATION  
601 SOUTH EAST STREET  
WEIMER, TEXAS 78962

ASSIGNEE: FIRST INTERSTATE BANK OF TEXAS, N.A.  
1300 POST OAK BOULEVARD  
HOUSTON, TX 77056

Please return the recorded document to:

FIRST INTERSTATE BANK OF TEXAS, N.A.  
P.O. BOX 3326 MS 595  
HOUSTON, TX 77253-3326

I appreciate your timely attention to this matter and should you need additional information, please contact me.

Yours truly,

Nan C. Lamberth  
Loan Closer

Enc.  
CC: COLLATERAL DEPT.

AUG 18 9 48 AM '92  
MOTOR OPERATING UNIT

**Interstate Commerce Commission**  
Washington, D.C. 20423

8/18/92

OFFICE OF THE SECRETARY

Nan C. Lamberth

Loan Closer

Firstinterstate Bank Of Texas N.A.

Post Oak Office

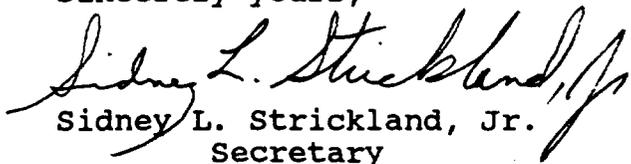
P.O.Box 4401

Houston, Texas 77210-4401

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8/18/92 at 9:55am, and assigned recordation number(s). 17919 & 179

Sincerely yours,

  
Sidney L. Strickland, Jr.  
Secretary



Interoffice  
Correspondence

To: MS. MILDRED LEE OF THE ICC Date: 9/4/92  
From: NAN LAMBERTH, LOAN CLOSER Office: POST OAK  
Subject: FILE NUMBERS FOR TRANSPORTATION EQUIPMENT, INC. Phone: 713-444-0503 X263

ENCLOSED ARE TWO RECORDED DOUCMENTS FROM YOUR OFFICE. I UNDERSTAND THAT THE RECORDING NUMBERS FOR THE SECURITY AGREEMENT SHOULD BE:

OLD NUMBER: 17920  
SHOULD BE: 17919 ✓

THE RECORDING NUMBERS FOR THE ASSIGNMENT OF LEASES SHOULD BE:

OLD NUMBER: 17919  
SHOULD BE: 17919-A ✓

I RECEIVED A TELEPHONE CALL FROM THE ICC, STATING THAT THESE NUMBERS SHOULD BE 17919 AND 17919-A RESPECTIVELY. I CALLED YOU AND YOU SAID THAT I COULD RETURN THEM TO YOU FOR THESE CORRECTIONS.

I APPRECIATE YOUR TIMELY ATTENTION TO THIS MATTER AND SHOULD YOU NEED ADDITIONAL INFORMATION PLEASE CONTACT ME AT THE ABOVE TELEPHONE NUMBER.

*Nan Lambeth*

ASSIGNMENT OF LEASES

RECORDATION NO

17919

FILED 1425

AUG 18 1992 -9 55 AM  
INTERSTATE COMMERCE COMMISSION

ASSIGNOR: Transportation Equipment, Inc., a Texas corporation  
601 South East Street  
Weimar, Texas 78962

ASSIGNEE: First Interstate Bank of Texas, N.A.  
1300 Post Oak Boulevard  
Houston, Texas 77056

For good and valuable consideration and in order to secure the punctual payment and performance of the following: (i) that certain promissory note dated of even date herewith in the original principal sum of \$1,225,000.00, executed by Assignor and payable to the order of Assignee, and any and all extensions, renewals, modifications and rearrangements thereof (the "Note"), (ii) certain obligations of Assignor to Assignee under that certain loan agreement (the "Loan Agreement") dated of even date herewith, by and between Assignee and Assignor, and all extensions, renewals, modifications and rearrangements thereof, and (iii) any and all other liabilities and obligations whatsoever of Assignor to Assignee in connection with the Loan Agreement whether direct or indirect, absolute or contingent, primary or secondary, due or to become due and whether now existing or hereafter arising and howsoever evidenced or acquired, whether joint or several or joint and several (all of which are herein separately and collectively referred to as the "Obligations"), Assignor hereby assigns, transfers, delivers and sets over to Assignee, and grants to Assignee a security interest in and to, any and all of Assignor's interest in all leases, management agreements, and, or, other rights to payment of any kind (hereinafter collectively called the "Leases") related to the railroad cars of Assignor described on Exhibit "A" attached hereto and made a part hereof for all purposes, wheresoever located, now owned or hereafter acquired, whether written or oral, and all rights and remedies (but not the liabilities or obligations) therein, including the right to collect rent due thereon, to repossess the property in the event of default by the lessee and the right, either in Assignee's own name or in the name of Assignor, to take such legal proceedings or other action as Assignor might have taken save for this assignment, and all proceeds of any of the foregoing. Assignor acknowledges that the assignment and security interests hereby granted shall secure all future advances under the Note as well as any and all other liabilities and obligations of Assignor to Assignee in connection with the Note and Loan Agreement whether now in existence or hereafter arising.

This assignment is being made as security for the payment and performance of the Obligations and shall not relieve Assignor of any of its obligations under the Leases as to which Assignor shall remain liable to the same extent as if this assignment had not been executed. Assignee assumes no liability to perform any of the Assignor's obligations under the Leases and shall have no liability hereunder arising from the failure of Assignor to duly perform any of such obligations. At such time as no amounts of indebtedness or obligations remain owing by Assignor to the Assignee, and no obligations of the Assignee to advance any amounts of credit to Assignor pursuant to the Note or otherwise, and so long as no event of default has occurred and is continuing under the terms of any agreement by and between Assignor and Assignee, Assignee, at the written request and expense of the Assignor, will release, reassign and transfer unto the Assignor the Leases and declare this instrument to be of no further force and effect.

Assignee shall have the right, in its own name or in the name of Assignor at any time, after default, to notify any and all lessees to make payment directly to Assignee and to demand, collect, receive, receipt for, sue for, compound and give acquittal for any and all amounts due or to become

due on the Leases and to endorse the name of Assignor on all commercial paper given in payment or part payment thereof, and in its discretion to file any claim or take any other action or proceeding which Assignee may deem necessary or appropriate to protect and preserve and realize upon the security interest of Assignee in the Leases. Unless and until Assignee elects to collect rent and the privilege of Assignor to collect rent is revoked by Assignee in writing, Assignor shall continue to collect rent and account for same to Assignee, and shall not commingle the proceeds of collection of rent with any funds of the Assignor. In order to assure collection of rent in which Assignee has a security interest (or pledge or assignment as applicable) hereunder, Assignee may notify the post office authorities to change the address for delivery of mail addressed to Assignor to such address as Assignee may designate, and to open and dispose of such mail and receive the collections of rent included herewith. Assignee shall have no duty or obligation whatsoever to collect any rent or to take any other action to preserve or protect the Leases.

Upon Assignee's request, whether before or after default, Assignor shall take such action and execute and deliver such documents as Assignee may reasonably request in order to identify, confirm, mark, segregate and assign the Leases, and to evidence Assignee's interest in same. Without limitation of the foregoing, Assignor, upon request, agrees to identify and mark Leases as being subject to the security interest (or pledge or assignment as applicable) granted hereby, mark Assignor's books and records to reflect such assignments, and forthwith to transmit to Assignee in the form as received by Assignor any and all proceeds of collection of such Leases.

\*after default *RPN*

This agreement is in addition to and not in substitution for any and all other security agreements and other agreements by and between Assignee and Assignor regarding the Leases, and may be relied upon by the lessee under any of the Leases in remitting payment to Assignee pursuant to any demand by Assignee hereunder.

EXECUTED as of the 29th day of July, 1992.

ASSIGNOR:

TRANSPORTATION EQUIPMENT, INC.,  
a Texas corporation

By: *Robert R. Huette*

Name: ROBERT R. HUETTE

Title: PRESIDENT

ASSIGNEE:

FIRST INTERSTATE BANK OF TEXAS, N.A.

By: *Theodore M. Nowak*

Name: Theodore M. Nowak

Title: Asst. Vice President

THE STATE OF TEXAS

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§  
§

COUNTY OF HARRIS

This instrument was acknowledged before me on the 29<sup>th</sup> day of July,  
A.D., 1992, by ROBERT R. Nuethe, PRISIDENT of  
TRANSPORTATION EQUIPMENT, INC., a Texas corporation, on behalf of said corporation.



Notary Public in and for the  
State of Texas

My commission expires:

4-26-94

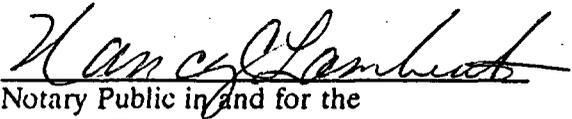


THE STATE OF TEXAS

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COUNTY OF HARRIS

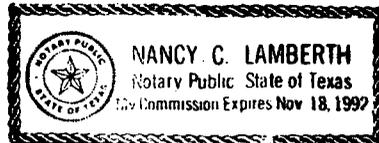
This instrument was acknowledged before me on the 3<sup>rd</sup> day of Aug.,  
A.D., 1992, by THEODORE M. NOWAK, A.U.P of FIRST  
INTERSTATE BANK OF TEXAS, N.A., on behalf of said bank.



Notary Public in and for the  
State of Texas

My commission expires:

11-18-92



# EXHIBIT "A"

MKK30/sr.exhibit.b

A. Twenty two (22) DOT-105-J-300W, 34,000 gallon capacity railroad tank cars bearing the following identifying marks and numbers:

1. GAPX 8052; TEIX 34000
2. GAPX 8055; TEIX 34001
3. GAPX 8057; TEIX 34002
4. GAPX 8059; TEIX 34003
5. GAPX 8062; TEIX 34004
6. GAPX 8064; TEIX 34005
7. GAPX 8066; TEIX 34006
8. GAPX 8067; TEIX 34007
9. GAPX 8068; TEIX 34008
10. GAPX 8070; TEIX 34009
11. GAPX 8073; TEIX 34010
12. GAPX 8075; TEIX 34011
13. GAPX 8079; TEIX 34012
14. GAPX 8080; TEIX 34013
15. GAPX 8082; TEIX 34014
16. GAPX 8084; TEIX 34015
17. GAPX 8085; TEIX 34016
18. GAPX 8086; TEIX 34017
19. GAPX 8087; TEIX 34018
20. GAPX 8090; TEIX 34019
21. GAPX 8091; TEIX 34020
22. GAPX 8093; TEIX 34021

B. Thirty (30) DOT-112-J-400W, 34,000 gallon capacity railroad tank cars bearing the following identifying marks and numbers:

1. TEIX 170
2. TEIX 181
3. TEIX 184
4. TEIX 191
5. TEIX 197
6. TEIX 211
7. TEIX 218
8. TEIX 221
9. TEIX 222
10. TEIX 223
11. TEIX 224
12. TEIX 225
13. TEIX 226
14. TEIX 227
15. TEIX 228
16. TEIX 229
17. TEIX 230
18. TEIX 231
19. TEIX 232
20. TEIX 233
21. TEIX 234
22. TEIX 235
23. TEIX 236
24. TEIX 237
25. TEIX 238
26. TEIX 239
27. TEIX 240
28. TEIX 241
29. TEIX 242
30. TEIX 243