



ORIX Financial Services, Inc.  
Equipment Finance Group  
600 TownPark Lane, Kennesaw, GA 30144  
Tel: 770.970.6000

December 27, 20010

OVERNIGHT DELIVERY  
VIA FEDERAL EXPRESS

The Honorable Vernon A. Williams  
Secretary, Surface Transportation Board  
1925 K Street, N.W., Suite 700  
Washington, D.C. 20423-0001

RECORDED NO. **23794** FILED

DEC 28 '01 12-31 PM

TS

SURFACE TRANSPORTATION BOARD

Dear Secretary Williams:

I have enclosed an original and one copy of the document described below, to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code.

This document is a mortgage, a primary document, dated December 18, 2001.

The names and addresses of the parties to the document are as follows:

The Mortgagor is Trans-Global Solutions, Inc., 11811 I-10 East, Suite 630, Houston, Texas 77627.

The Mortgagee is ORIX Financial Services, Inc., 600 TownPark Lane, Suite 400, Kennesaw, GA 30144.

A description of the Equipment covered by the document follows:  
Forty (40) Locomotives, all more fully described on the attached Schedule "A", including all attachments and accessories.

A fee of \$26.00 is enclosed. Please return the original and any extra copies not needed by the Board for recordation to Shannon W. Worley, ORIX Financial Services, Inc., 600 TownPark Lane, Suite 400, Kennesaw, GA 30144.

A short summary of the document to appear in the index follows: A mortgage between Trans-Global Solutions, Inc., 11811 I-10 East, Suite 630, Houston, Texas 77627, Mortgagor, and ORIX Financial Services, Inc., 600 TownPark Lane, Suite 400, Kennesaw, GA 30144, Mortgagee, dated December 18, 2001, and covering Forty (40) Locomotives referenced on Schedule "A" attached.

If you have any questions or comments concerning this request, please do not hesitate to contact me as soon as possible at (770) 970-6263.

Very truly yours,

Shannon W. Worley  
Sr. Transaction Coordinator



possession of any or all of the Collateral. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company, authorized to execute such bonds in the jurisdiction of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all amounts owing under the Mortgage Obligations, any other monies due hereunder, plus reasonable attorneys' fees and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and effective when delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified hereinafter as such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, MORTGAGOR AND MORTGAGEE EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES (A) ANY AND ALL RIGHT TO A TRIAL BY JURY OF ANY AND ALL CLAIMS, DEFENSES, COUNTERCLAIMS, CROSSCLAIMS AND SET-OFF OR RECOURPMENT CLAIMS ARISING EITHER DIRECTLY OR INDIRECTLY OUT OF UNDER, IN CONNECTION WITH, OR IN ANY WAY RELATED TO THE MORTGAGE OBLIGATIONS AND WHETHER BASED IN CONTRACT OR IN TORT OR PURSUANT TO STATUTE AND (B) ANY AND ALL RIGHT TO CLAIM OR RECOVER ANY PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES.**

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's possession and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagee for deposit, negotiation, discount or collection. Such applications may be made, or any monies paid to Mortgagee may be applied, without notice to Mortgagor, partly or entirely to such of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor, under any circumstances, to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations shall in no event, circumstance or contingency, exceed any maximum permitted by applicable law.

7. If, after default by Mortgagor under the Mortgage Obligations, Mortgagee fails to demand full payment, performance or fulfillment or otherwise proceed, such failure shall not be deemed a waiver of any of Mortgagee's rights. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other rights, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon the Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to the original Mortgagee hereunder shall inure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns; and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall inure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provisions and/or in the event Mortgagee fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Collateral and agrees that upon the request of Mortgagee, after any default, to segregate and hold all or any part of the Collateral in a fiduciary capacity and to adequately maintain, service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Collateral to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Collateral may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Collateral, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Collateral and Mortgagee by accepting this Mortgage shall be in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof and the obligations, rights and remedies of the Mortgagor and Mortgagee in any way related to or arising under this Mortgage or under one or more Mortgage obligations shall be governed by and construed in accordance with the laws of the State of New York (excluding its choice of law rules), if any one or more provisions hereof are in conflict with any statute or law and thus not valid or enforceable, then each such provision shall be deemed null and void but only to the extent of such conflict and without invalidating or affecting the remaining provisions hereof. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Mortgagor.

**11. MORTGAGOR DOES HEREBY WAIVE, FOREGO AND AGREE NOT TO ASSERT ANY AND ALL RIGHTS, CLAIMS AND DEFENSES, IF ANY, UNDER THE FEDERAL FAIR CREDIT REPORTING ACT AND/OR UNDER ANY COMPARABLE STATE LAWS THAT MAY INURE TO THE BENEFIT OF MORTGAGOR IN CONNECTION WITH THIS MORTGAGE. MORTGAGOR HEREBY RATIFIES AND APPROVES THE OBTAINING BY MORTGAGEE OF ANY CREDIT REPORT RELATING TO MORTGAGOR AND HEREBY AGREES THAT MORTGAGEE MAY HEREAFTER OBTAIN SUCH CREDIT REPORTS AS MORTGAGEE IN ITS SOLE DISCRETION MAY DETERMINE.**

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST: [Signature] (Secretary/Witness) TRANS-GLOBAL SOLUTIONS, INC. (Mortgagor) By [Signature] President (Title)

STATE OF TEXAS } s.s.  
COUNTY OF HARRIS }  
Richard R. Scott being duly sworn, deposes and says:

1. He is the PRESIDENT of TRANS-GLOBAL SOLUTIONS, INC. (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage.
2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.
3. Mortgagor is solvent and justly indebted to the mortgagee named in the foregoing Mortgage (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, off-sets or defenses against same.
4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property, no receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
5. Deponee certifies that this affidavit is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me on this 18TH day of DECEMBER, 2001 at HOUSTON, Texas.  
[Signature]  
NOTARY PUBLIC (Signature)

State of TEXAS, County of HARRIS, SS:  
I, SORIN CARAMAN, a Notary Public duly qualified in and for said County and state, do hereby certify that on this

18TH day of DECEMBER, 2001 in (Place) HOUSTON in said County, before me personally appeared RICHARD SCOTT to me personally well known

to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the PRESIDENT of TRANS-GLOBAL SOLUTIONS, INC., being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing; and being authorized so to do, executed said foregoing instrument; that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment; that he knows the contents of said instrument; that he resides at \_\_\_\_\_ that he knows the seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation; that the said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written.

(Notarial Seal) SORIN CARAMAN MY COMMISSION EXPIRES MAY 12, 2003 [Signature] NOTARY PUBLIC

SENT BY:

12-26- 1 ; 4:35PM ;

IBC - HOUSTON-

# 2/ 3

December 26, 2001

ORIX Financial Services, Inc.  
Equipment Finance Group  
600 TownPark Lane  
Suite 400  
Kennesaw, Ga. 30144

Re: Trans-Global Solutions, Inc., ("Customer")

Gentlemen:

As of this date, the outstanding balance of the customer's obligations to us, secured by forty (40) locomotives more fully described on the attached Schedule "A", is \$2,830,000.

Please send all payoffs to the following address:

**International Bank of Commerce**  
**Attn: Craig A. Bunk**  
**P. O. Box 6568**  
**Houston, TX 77265**

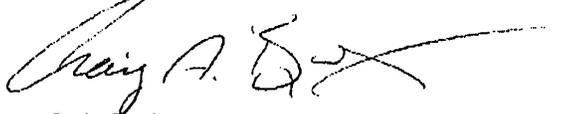
Please reference the following account number(s):

**11916451-70**

Upon our receipt of payment of such balance and any interest which accrues after this date, all as set forth above, we will forward to you within five (5) business days all documents you deem necessary to release any interest we have or may have in the Collateral including, without limitation, UCC-3 partial releases and releases filed with the Surface Transportation Board ("STB").

Very truly yours,

International Bank of Commerce



By: Craig Bunk  
Title: **First Vice President**

## SCHEDULE "A"

This schedule is attached to and becomes part of Promissory Note with Security Agreement dated December 18, 2001 between the undersigned.

### TGS LOCOMOTIVE ROSTER

#### IN PLANT SWITCHING

	<u>Locomotive #</u>	<u>Model</u>	<u>Location</u>	<u>Built</u>	<u>Remanufactured</u>
32	ECRX 1302	2500hp GP-35	Houston, TX		1991
11	ECRX 1446	1200hp SW-14	Freeport, TX		1996
12	ECRX 1457	1200hp SW-14	Freeport, TX		1996
14	ECRX 1470	1200hp SW-14	Freeport, TX		1996
10	ECRX 1480	1200hp SW-14	Freeport, TX		1996
4	ECRX 1593	1500hp GP-9	Victoria, TX		1980
13	ECRX 1801	1500hp GP-8	Freeport, TX		1995
23	ECRX 200	2500hp GP-35	Beaumont, TX		1991
33	ECRX 2916	2500hp GP-35	Houston, TX		
7	ECRX 3828	1750hp GP-9	Seadrift, TX	1960	1984
6	ECRX 3831	1750hp GP-9	Seadrift, TX	1960	1984
25	ECRX 3836	1750hp GP-9	Beaumont, TX	1960	1984
3	ECRX 4470	1500hp GP-7	Victoria, TX	1954	1985
26	ECRX 4473	1500hp GP-9	Galena Park, TX	1960	1985
27	ECRX 4478	1500hp GP-9	Galena Park, TX	1965	1984
9	ECRX 4483	1500hp GP-7	Seadrift, TX	1975	1986
20	ECRX 5407	1500hp GP-8	Alexandria, LA	1960	1985
19	ECRX 5408	1500hp GP-8	Alexandria, LA	1960	1985
21	ECRX 7226	900hp SW-9	Beaumont, TX	1954	1981
22	ECRX 7229	900hp SW-9	Beaumont, TX	1954	1981
15	ECRX 850	1500hp GP-7	Evadale, TX	1960	1992
39	ECRX 1481	1200hp SW-14	Freeport, TX	1960	1981
40	ECRX 4466	1500hp GP-7	Freeport, TX	1960	1960
41	ECRX 4472	1500hp GP-7	Austin, TX	1960	1984
2	ECRX 4518	1500hp GP-9	Orange, TX	1960	1984
42	ECRX 6563	2500hp GP-35	Austin, TX	1965	1998
43	ECRX 8419	1750hp GP-10	Austin, TX	1965	1994

#### LOCOMOTIVE LEASES

	<u>Locomotive #</u>	<u>Model</u>	<u>Location</u>	<u>Built</u>	<u>Remanufactured</u>
1	ECRX 4475	1500hp GP-7	Houston, TX		
3	ECRX 10	1500hp GP-7T	Luling, LA	1965	1992
5	ECRX 1775	1500hp GP-8	Baytown, TX	1960	1999
7	ECRX 308	1200hp SW-9	Beaumont, TX	1955	1992
9	ECRX 4125	1750hp GP-9	Channelview, TX	1965	1990
11	ECRX 6011	1750hp GP-9	Taft, LA	1965	1995
12	ECRX 7225	900hp SW-9	Sherman, TX	1965	1990
15	ECRX 1585	1500hp GP-8	Seadrift, TX	1966	1986
16	ECRX 1468	1200hp SW-9	LaPlace, LA	1965	1981
17	ECRX 1433	1200hp SW-9	LaPlace, LA	1965	1994
21	ECRX 309	1200hp SW-9	Beaumont, TX	1958	1983
22	ECRX 1025	1200hp SW-9	Deer Park, TX	1965	1994
25	ECRX 22	1750hp GP-7T	Taft, LA	1982	1990

Mortgagee:

ORIX Financial Services, Inc.

By: Benny L. Black - VP

Mortgagor:

Trans-Global Solutions, Inc.

By: N. Scott

## SCHEDULE "A"

To Release of Security Interest by International Bank of Commerce

### TGS LOCOMOTIVE ROSTER

#### IN PLANT SWITCHING

	<u>Locomotive #</u>	<u>Model</u>	<u>Location</u>	<u>Built</u>	<u>Remanufactured</u>
32	ECRX 1302	2500hp GP-35	Houston, TX		1991
11	ECRX 1446	1200hp SW-14	Freeport, TX		1996
12	ECRX 1457	1200hp SW-14	Freeport, TX		1996
14	ECRX 1470	1200hp SW-14	Freeport, TX		1996
10	ECRX 1480	1200hp SW-14	Freeport, TX		1996
4	ECRX 1593	1500hp GP-9	Victoria, TX		1980
13	ECRX 1801	1500hp GP-8	Freeport, TX		1995
23	ECRX 200	2500hp GP-35	Beaumont, TX		1991
33	ECRX 2916	2500hp GP-35	Houston, TX		
7	ECRX 3828	1750hp GP-9	Seadrift, TX	1960	1984
6	ECRX 3831	1750hp GP-9	Seadrift, TX	1960	1984
25	ECRX 3836	1750hp GP-9	Beaumont, TX	1960	1984
3	ECRX 4470	1500hp GP-7	Victoria, TX	1954	1985
26	ECRX 4473	1500hp GP-9	Galena Park, TX	1960	1985
27	ECRX 4478	1500hp GP-9	Galena Park, TX	1965	1984
9	ECRX 4483	1500hp GP-7	Seadrift, TX	1975	1986
20	ECRX 5407	1500hp GP-8	Alexandria, LA	1960	1985
19	ECRX 5408	1500hp GP-8	Alexandria, LA	1960	1985
21	ECRX 7226	900hp SW-9	Beaumont, TX	1954	1981
22	ECRX 7229	900hp SW-9	Beaumont, TX	1954	1981
15	ECRX 850	1500hp GP-7	Evadale, TX	1960	1992
39	ECRX 1481	1200hp SW-14	Freeport, TX	1960	1981
40	ECRX 4466	1500hp GP-7	Freeport, TX	1960	1960
41	ECRX 4472	1500hp GP-7	Austin, TX	1960	1984
2	ECRX 4518	1500hp GP-9	Orange, TX	1960	1984
42	ECRX 6563	2500hp GP-35	Austin, TX	1965	1998
43	ECRX 8419	1750hp GP-10	Austin, TX	1965	1994

#### LOCOMOTIVE LEASES

	<u>Locomotive #</u>	<u>Model</u>	<u>Location</u>	<u>Built</u>	<u>Remanufactured</u>
1	ECRX 4475	1500hp GP-7	Houston, TX		
3	ECRX 10	1500hp GP-7T	Luling, LA	1965	1992
5	ECRX 1775	1500hp GP-8	Baytown, TX	1960	1999
7	ECRX 308	1200hp SW-9	Beaumont, TX	1955	1992
9	ECRX 4125	1750hp GP-9	Channelview, TX	1965	1990
11	ECRX 6011	1750hp GP-9	Taft, LA	1965	1995
12	ECRX 7225	900hp SW-9	Sherman, TX	1965	1990
15	ECRX 1585	1500hp GP-8	Seadrift, TX	1966	1986
16	ECRX 1468	1200hp SW-9	LaPlace, LA	1965	1981
17	ECRX 1433	1200hp SW-9	LaPlace, LA	1965	1994
21	ECRX 309	1200hp SW-9	Beaumont, TX	1958	1983
22	ECRX 1025	1200hp SW-9	Deer Park, TX	1965	1994
25	ECRX 22	1750hp GP-7T	Taft, LA	1982	1990