RS
&C
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Ref. No. 014484.00005/337917.01

March 11, 2003

VIA FEDERAL EXPRESS

RECORDATION NO. 20777-C FILED
MAR 12 '03 10-40 AM
SURFACE TRANSPORTATION BOARD

RECEIVED
MAR 12 2003
MAIL MANAGEMENT
STB

Mr. Vernon Williams
Secretary
Surface Transportation Board
1925 K Street, NW
Washington, D.C. 20423-0001
Attention: Barbara Saddler

Re: Mortgage Assignment

Dear Mr. Williams:

Enclosed are two (2) executed original and certified copies of the document described below, to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code. This document is an Absolute Assignment of Loans, a secondary document, dated December 9, 2002 (the "Assignment"). The names and addresses of the parties to the Assignment are as follows:

Transferor: HSBC Bank Canada
600 University Street, Suite 2323
Seattle, Washington 98101

Intermediary Transferee: HSBC Washington Savings Bank
600 University Street, Suite 2323
Seattle, Washington 98101

Transferee: HSBC Bank USA
600 University Street, Suite 2323
Seattle, Washington 98101

The primary document to which the Assignment relates is the Mortgage dated July 7, 1997 recorded on July 18, 1997 under Recordation No. 20777 (the "Mortgage"). A Restated and Amended Mortgage, a secondary document, dated October 15, 1998 was recorded on November 3, 1998 under Recordation No. 20777-A (the "First Restatement"). A subsequent Restated and

Amended Mortgage, a secondary document, dated October 9, 2000 was recorded on October 13, 2000 under Recordation No. 20777-B (the "Second Restatement"). The Mortgage, the First Restatement, and the Second Restatement may be collectively referred to herein as the "Restated and Amended Mortgage." The names and addresses of the parties to the Restated and Amended Mortgage are as follows:

Mortgagee: HSBC Bank Canada
600 University Street, Suite 2323
Seattle, Washington 98101

Address of record (former address):

700 Fifth Avenue, Suite 4100
Seattle, Washington 98104

Mortgagor: Centennial Gas Liquids, L.L.C.
7555 East Hampden Avenue, Suite 401
Denver, Colorado 80231

Pursuant to the Assignment, HSBC Bank Canada assigned all of its right, title, and interest as the Mortgagee under the Restated and Amended Mortgage to HSBC Washington Savings Bank, effective as of December 9, 2002. HSBC Washington Savings Bank was immediately thereafter merged with and into HSBC Bank USA, the surviving entity.

A description of the equipment covered by the Restated and Amended Mortgage follows:

1. Eighteen (18) railroad tank cars, each 33,687 gallons, 112J34OW, non-coiled railroad tank cars with thermal protection, B-612 gauging device, and black DTM exterior paint, with sequential Reporting Marks and Running Nos. CRPX 9701 to CRPX 9718, inclusive, and Serial Nos. 525839 to 525856, inclusive; and

2. Sixteen (16) railroad tank cars, each 33,687 gallons, 112J4OOW, non-coiled railroad tank cars constructed in 1996 with thermal protection, B-612 gauging device, and white DTM exterior paint, with the following Reporting Marks and Running Numbers: CRPX 9601, CRPX 9609, CRPX 9610, CRPX 9611, CRPX 9613, CRPX 9615, CRPX 9619, CRPX 9620, CRPX 9621, CRPX 9624, CRPX 9629, CRPX 9635, CRPX 9637, CRPX 9642, CRPX 9645, CRPX 9649; and

3. Ten (10) Railroad tank cars, each 33,687 gallons, 112J34OW, non-coiled railroad tank cars constructed in 1998 with thermal protection, B-612 gauging device and black DTM exterior paint, with the following Reporting Marks and Running Numbers: CRPX 986001, CRPX 986000, CRPX 986003, CRPX 986025, CRPX 986026, CRPX 986030, CRPX 986032, CRPX 986035, CRPX 986039 and CRPX 986041.

A fee of $30.00 is enclosed. Please return one (1) original Assignment to the undersigned.

A short summary of the Assignment to appear in the index follows:

Absolute Assignment of Loans dated December 9, 2002 by and among HSBC Bank Canada, HSBC Washington Savings Bank, and HSBC Bank USA, pursuant to which HSBC Bank Canada's right, title, and interest as mortgagee under that certain Mortgage recorded under Recordation No. 20777, as restated and amended by that certain Restated and Amended Mortgage recorded under Recordation No. 20777-A, and as subsequently restated and amended by that certain Restated and Amended Mortgage recorded under Recordation No. 20777-B, is assigned to HSBC Washington Savings Bank, which is immediately thereafter merged with and into HSBC Bank USA, the surviving entity.

Please contact us at (206) 654-2236 if you have any questions.

Very truly yours,

Philip M. Roberts

Enclosures

337917.01

RECORDATION NO. 20777-C FILED

MAR 12 '03 10-40 AM

SURFACE TRANSPORTATION BOARD

RETURN ADDRESS:
Philip M. Roberts, Esq.
Ryan, Swanson & Cleveland, PLLC
1201 Third Avenue, Suite 3400
Seattle, WA 98101-3034

ABSOLUTE ASSIGNMENT OF LOANS

Grantor:	HSBC Bank Canada
Intermediary Grantee:	HSBC Washington Savings Bank
Grantee:	HSBC Bank USA

HSBC BANK CANADA, a Canadian chartered bank (the "Transferor"), with an address at 600 University Street, Suite 2323, Seattle, WA 98101, for itself and its successors and assigns, for the purpose of transferring the property and interests herein described to **HSBC WASHINGTON SAVINGS BANK**, a Washington State chartered savings bank (the "Intermediary Transferee"), with an address at 600 University Street, Suite 2323, Seattle, WA 98101, for good and valuable consideration, does hereby, assign, transfer, set over and quitclaim unto Intermediary Transferee and its successors and assigns, all of Transferor's existing and after-acquired rights, titles and interests in and to the assets listed below. Immediately following such transfer, the Intermediary Transferee shall be merged (the "Merger") with and into **HSBC BANK USA**, a New York State chartered bank (the "Transferee"), with an address at One HSBC Center, Buffalo, NY 14203, which shall succeed to all of HSBC Washington Savings Bank's rights and obligations hereunder. This assignment covers the following assets of the Transferor:

1. All of the Loans identified or referenced by Borrower's name on Exhibit A attached hereto and incorporated herein by this reference (the "Loans") and all documents listed thereon and securing any of the Loans;

2. All loan commitments, loan agreements, promissory notes, mortgages, deeds of trust, assignments of leases and rents, security agreements, UCC financing statements, guaranties and mortgages in support thereof, subordinations, estoppels, assignments of contracts, warranties, indemnifications and all other documents which in any manner evidence, secure or relate to the Loans, including, but not limited to, those

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documents referenced in Exhibit B attached hereto and incorporated herein by this reference (the "Loan Documents"), together with all real, personal and intangible property, financing leases, cash collateral accounts, standby and other letters of credit, and assignments of instruments, documents, liens and security interests, and other rights, interests, claims and receivables, all as pledged or granted as security for the Loans (all of the foregoing being hereinafter collectively referred to as the "Security");

3. All plans, specifications, drawings, surveys, tests, studies, licenses, permits, forms, leases, construction contracts, purchase orders, studies, environmental reports, property inspection reports, inventory, goods, contracts, contract rights, options, subscriptions, accounts, accounts receivable, general intangibles, chattel paper, instruments, documents, choses in action, royalties, patents, copyrights, trademarks, rents, issues, profits, return premiums and tax refunds related to the Loans or the Security;

4. All interests and contract rights in or derived from all participation agreements related to the Loans;

5. All interests and contract rights in or derived from all management agreements, loan service agreements and other contracts relating to the administration, management, monitoring or enforcement of the Loans or Security;

6. All title, casualty, liability and other insurance policies related to the Loans or Security;

7. All tax, insurance and other reserve accounts maintained in connection with the Loans or pursuant to the Security;

8. All undisbursed loan proceeds;

9. All condemnation awards and insurance proceeds derived from the Security;

10. All files, books, records and original documents which pertain to or are utilized to administer, reflect, monitor, evidence or record information with respect to the operation or ownership of any Loans or Security;

11. All claims and causes of action made by or against any person including all counterclaims, cross claims and other forms of demands or causes of action asserted by or against the Transferor, and all judgments, deficiency judgments, judgment liens, filings, settlements, proceeds, awards and other recoveries from the litigation or settlement of any such claims, causes of action, counterclaims and cross claims, all to the extent related to the Loans or Security;

12. All other rights, properties and interests related to the Loans or the Security, whether or not any of the foregoing is specifically listed or identified in Exhibits A and B; and

13. All amendments, extensions, modifications, procedures and proceeds of all of the foregoing.

All of the foregoing rights, titles, interests and proceeds are hereinafter collectively referred to as the "Loan Assets."

This Assignment is an absolute assignment. This Assignment is NOT intended as an assignment for security purposes.

This Assignment is hand delivered to Intermediary Transferee and effective on December 9, 2002 (the "Effective Date") and by accepting this Assignment, Intermediary Transferee acknowledges and confirms such delivery and title to and possession of the Loan Assets as of the Effective Date, and it is the specific mutual intent of the parties hereto that all of the Loan Assets which are herein assigned shall be effectively and fully transferred to Intermediary Transferee on and as of the Effective Date, and shall be effectively and fully transferred to Transferee on and as of the Merger.

This Assignment may be executed in counterparts, each of which shall be an original, but all of which shall together constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Absolute Assignment of Loans as of the 9th day of December, 2002.

TRANSFEROR: **HSBC BANK CANADA**, a Canadian chartered bank

By: _____
~~Sophia Tsui~~, MARK NORTHCOTE
Assistant Vice President, Risk Management & Credit Services

By: _____
Glyn Legge,
Senior Manager, Commercial Credit Risk Management

INTERMEDIARY TRANSFEREE: **HSBC WASHINGTON SAVINGS BANK,**
a Washington State chartered savings bank

By: _____
Name: _____
Title: _____

TRANSFEREE: **HSBC BANK USA,**
a New York State chartered bank

By: _____
Name: _____
Title: _____

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IN WITNESS WHEREOF, the parties have executed this Absolute Assignment of Loans as of the 9th day of December, 2002.

TRANSFEROR: **HSBC BANK CANADA**, a Canadian chartered bank

By:_____
Sophia Tsui,
Assistant Vice President, Risk Management & Credit Services

By:_____
Glyn Legge,
Senior Manager, Commercial Credit Risk Management

INTERMEDIARY TRANSFEREE: **HSBC WASHINGTON SAVINGS BANK,**
a Washington State chartered savings bank

By: Philip S. Toshey
Name: Philip S. Toshey
Title: Secretary

TRANSFEREE: **HSBC BANK USA,**
a New York State chartered bank

By: John O Helinka
Name: John O Helinka
Title: Senior Vice President

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PROVINCE OF BRITISH COLUMBIA)
) ss.
CANADA)

I certify that I know or have satisfactory evidence that ~~Sophia Tsui~~ MARK NORTHCOTE is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Assistant Vice President, Risk Management & Credit Services of HSBC BANK CANADA, to be the free and voluntary act and deed of said chartered bank, for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed this 3 day of December, 2002.

(Signature of Notary)

(Print or stamp name of Notary)
NOTARY PUBLIC in and for the Province of British Columbia, Canada
My Appointment Expires: Continuing

CHRISTOPHER A. PARKER
A NOTARY PUBLIC IN AND FOR
THE PROVINCE OF BRITISH COLUMBIA
HSBC BANK CANADA
900, 888 DUNSMUIR STREET
VANCOUVER, B.C. V6C 3K4

330432.01

PROVINCE OF BRITISH COLUMBIA)
) ss.
CANADA)

I certify that I know or have satisfactory evidence that Glyn Legge is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Senior Manager, Commercial Credit Risk Management of HSBC BANK CANADA, to be the free and voluntary act and deed of said chartered bank, for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed this 3 day of December, 2002.

(Signature of Notary)

(Print or stamp name of Notary)
NOTARY PUBLIC in and for the Province of British Columbia, Canada
My Appointment Expires: Continuing

CHRISTOPHER A. PARKER
A NOTARY PUBLIC IN AND FOR
THE PROVINCE OF BRITISH COLUMBIA
HSBC BANK CANADA
900, 888 DUNSMUIR STREET
VANCOUVER, B.C. V6C 3K4

330432.01

STATE OF NEW YORK)
) ss.
COUNTY OF ERIE)

I certify that I know or have satisfactory evidence that Philip S. Toohey is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Secretary of HSBC WASHINGTON SAVINGS BANK, to be the free and voluntary act and deed of said chartered bank, for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed this 3rd day of December, 2002.

Helen Kujawa
(Signature of Notary)

(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of New York
My Appointment Expires: _____

HELEN KUJAWA No. 4886275
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 9, 2003

330432.01

STATE OF NEW YORK)
) ss.
COUNTY OF Erie)

I certify that I know or have satisfactory evidence that John G. Holmes is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Senior Vice President of HSBC BANK USA, to be the free and voluntary act and deed of said chartered bank, for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed this 3rd day of December, 2002.

(Signature of Notary)

(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of New York
My Appointment Expires: _____

PAMELA A. PICKEL
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 02/07/2006

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EXHIBIT A
LIST OF LOANS AND
DESCRIPTION OF RECORDED LOAN DOCUMENTS (SEATTLE)

BORROWER'S NAME ("LOANS")	**REAL ESTATE SECURITY LOCATION; RECORDING NUMBERS OF DEEDS OF TRUST, ASSIGNMENTS OF LEASES AND RENTS AND OTHER MISCELLANEOUS RECORDED DOCUMENTS**
Alaska-Pacific Powder Company	
American Life, Inc.	**King County, WA** 20010221000797 20010221000796 20010221000795 20010221000794 20010221000793 20010221000792
American Pacific Ltd.	
American Retirement, Inc.	**King County, WA** 9903171256 9903171255 9903171254 9903171253 9810130922 9810130921 9810130920 9810130919
Argus Holdings, Inc.	**Maricopa County, AZ** (Pending)
Asia Pacific Castings L.L.C.	
Aston IT Group, Inc.	
Aviosupport, Inc.	**King County, WA** 9905190046 9701020739 9407201040
Begonia Place Limited Liability Co.	**King County, WA** 20010716000193 20010716000192
Bellevue Towers Partnership	**King County, WA** 20010530002165 20010530002164
Bellingham Marine Industries, Inc.	
Bentall Finance L.P.	**King County, WA** 20020117001891

330561 03

BORROWER'S NAME ("LOANS")	REAL ESTATE SECURITY LOCATION; RECORDING NUMBERS OF DEEDS OF TRUST, ASSIGNMENTS OF LEASES AND RENTS AND OTHER MISCELLANEOUS RECORDED DOCUMENTS
	20020115002598 20011015001220 20011015001219 20011015001218 20011015001217 20011012001018 20011012001017 20011012001016 20010111001570 20010111001569 20010111001568 20010111001567 20010111001566 20010111001565 19990916001419 19990916001418 19990916001417 9809030449 9809030448 9809011051 9809011049 9809011047 9809011046 9809011045 9809011044
BMI Acquisition Company	
Bowport Estates, Inc.	**Clallam County, WA** 1999 1025761
Bowport Estates, Inc.; Clark, Judith S.	**Multnomah County, OR** 98081869
BTC Seattle LLC	**King County, WA** 20020117001891
CAE Group	
California Grande Finance, Inc.	**Orange County, CA** 89-070932 19980612262 19980590704 19980565415 19980565414 19950571884 19950571883 19950568157

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BORROWER'S NAME ("LOANS")	REAL ESTATE SECURITY LOCATION; RECORDING NUMBERS OF DEEDS OF TRUST, ASSIGNMENTS OF LEASES AND RENTS AND OTHER MISCELLANEOUS RECORDED DOCUMENTS
	19950568156 **New York County, NY** 95PN55163 98PN46676
Centennial Gas Liquids, L.L.C.	**Surface Transportation Board, Washington, DC** 20777 20777-A 20777-B **Arapahoe County, CO** B118080857
Cloverdale Paint Corporation	
Cole-Vito Mobile Homes Ltd.	**Spokane County, WA** 4167201, 4167202 & 4167203
Concord International Lands Ltd.	**San Francisco County, CA** 97-G168969-00 97-G168968-00 2002-H193683-00
Crew Concepts, Inc.	
Dorel Investment L.P.; Dorel U.S.A. Inc.	
Drytac Corporation	**Richmond County, VA** 97-3814 **Dallas County, TX** 379821 **Los Angeles County, CA** 01 0553225 97-2011700
E. Roko Distributors, Inc.	
Enerchem International Corporation	
Evergreen Wholesale Florist, Inc.	
Forecast Sportswear, Inc.	**British Columbia, Canada** BM110515 BK099193
Galleria 6.22 Partners, Ltd.	**Dallas County, TX** 200201012002 200201012063

NOTE

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BORROWER'S NAME ("LOANS")	REAL ESTATE SECURITY LOCATION; RECORDING NUMBERS OF DEEDS OF TRUST, ASSIGNMENTS OF LEASES AND RENTS AND OTHER MISCELLANEOUS RECORDED DOCUMENTS
	200201012064 200201012003
Gaskin, Paul; Goeas, Deborah	**Riverside County, CA** 2000-341363
Gilman Auto Body Northwest, LLC	**King County, WA** 9904290187
Grand Central Properties Tukwila, LLC	**King County, WA** 20021016002152 20021016002153 20021016002154
Great Pacific Enterprises Insurance Ltd.	
Harlan Fairbanks Co., LLC	
Hemlock Printers (U.S.A.), Inc.	
Honeychurch Antiques International, Ltd.	
Hutchison Whampoa Americas Limited	
I.T. Xchange Inc.; I.T. Xchange Corp. Note: Assignment subject to terms and conditions of that certain First Amendment to Intercreditor Agreement of even date herewith	
Imperial Parking (U.S.), Inc.; Imperial Parking Canada Corporation	
James Street, L.L.C.	**King County, WA** 20000503000886 20000317001934 20000317001933
Jim Pattison Developments (U.S.) Inc.	**King County, WA** 19991230001368
Jim Pattison Enterprises Ltd.; Kanaway Seafoods Inc. Note: Assignment subject to terms and conditions of that certain Participation Agreement of even date herewith	
Keeting & Sons, Inc.	

BORROWER'S NAME ("LOANS")	REAL ESTATE SECURITY LOCATION; RECORDING NUMBERS OF DEEDS OF TRUST, ASSIGNMENTS OF LEASES AND RENTS AND OTHER MISCELLANEOUS RECORDED DOCUMENTS
Koch, Hans	**King County, WA** 19990617001344 19990617001347
Lantic Real Property Limited Partnership	
M&E, LLC	**San Francisco County, CA** 98-G452352-00 98-G452350-00 98-G452348-00
Magnussen Home Furnishings Inc.	
Maysam Property Ltd.	
McNairn Realty, Inc.	**Hampden County, MA** 102333, Book 12737, Page 459 102334, Book 12737, Page 494
Meiyan Enterprises, Inc.	**San Francisco County, CA** 2000-G843839-00 2000-G843838-00 2000-G843837-00 2000-G843836-00 2000-G843834-00 2000-G843833-00
Metropolitan Hardwood Floors (US) Inc. Note: Assignment subject to terms and conditions of that certain Intercreditor Agreement and Subordination of even date herewith	
New Investments Inc.	**King County, WA** 20010831001708 20010831001707 20010831001706
Northwestern General Development Corporation	**Pierce County, WA** 9807170248 9807170247 9807170246 9807170245 9807170244 9807170243
Nuwest Communities LLC	**San Diego County, CA** 2000-0469644 2000-0469643 2000-0469642

BORROWER'S NAME ("LOANS")	REAL ESTATE SECURITY LOCATION; RECORDING NUMBERS OF DEEDS OF TRUST, ASSIGNMENTS OF LEASES AND RENTS AND OTHER MISCELLANEOUS RECORDED DOCUMENTS
Olympic Foundry Inc.; South Bay Foundry, Inc.	**Multnomah County, OR** 96190930 95-42213
Omicron Investment Corporation	**Thurston County, WA** 3220095 3220094 3220090, 3220091, 3220092, 3220093
Petrogas Inc.	
Petrogas Terminals, L.L.C.	**Clinton County, MO** (Pending)
Pong's Corporation	**King County, WA** 20020415001938
R&T Investment LLC	**Whatcom County, WA** 1971202560 1971101991
Royal Brunei Airlines SDN BHD	
Serena Construction Company, LLC	**King County, WA** 20010316000864 20010316000863 20010316000862 20010316000861
Shoppes of Hidden Harbour, Ltd.	**Brevard County, FL** 200220567 200220566 2001119131 2001110570 2001110569 2001110568 2001110565 2001110564 2001110563 2001110562 2001110561 2001110560
Sierra Forest Products, Inc.	
Stonebriar II Office Partners Ltd.	**Denton County, TX** 2001-R0139785 2002-R0006268 2001-R0139786 2002-R0006269

BORROWER'S NAME ("LOANS")	REAL ESTATE SECURITY LOCATION; RECORDING NUMBERS OF DEEDS OF TRUST, ASSIGNMENTS OF LEASES AND RENTS AND OTHER MISCELLANEOUS RECORDED DOCUMENTS
Stormtech U.S.A. LLC	
Taluswood Townhomes L.L.C.	**King County, WA** 20010424001832 20010419000687 20010419000686 20010419000685
Team Building Concepts, LLC	
Telford Holdings Incorporated	**King County, WA** 9804071174 9804071173 9804071172
Terra Firma Development Company Ltd.	**Snohomish County, WA** 200202140187
The International Land Group DE, Inc.	**El Dorado County, CA** 000125 99-0031435-00 79491
Tri-City Americans Hockey, LLC	
Wirrulla Hayward LLC	**Clark County, NV** 20020903-02187 20020903-02188 20020903-02189
Wirrulla SeaTac, LLC	**King County, WA** 20000814001084 20000614000570 9805082168 9805082167 9704150429 9704150428 9704150427 9701020740 9511290753
World Cars U.S.A., Inc.	

EXHIBIT B

DESCRIPTION OF SPECIFIC LOAN DOCUMENTS

(To be removed before recording)