

RECORDATION NO.

26634-A
FILED

OCT 20 06

2-24 PM

SURFACE TRANSPORTATION BOARD

OF COUNSEL
URBAN A. LESTER

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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

October 20, 2006

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of an Assignment for Security Purposes (Sublease), dated as of October 19, 2006, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease Agreement being filed with the Board under Recordation Number 26634.

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

Assignor/ Sub-Lessor:	Global One Transport, Inc. 3340 Camp Bowie Boulevard, Suite 200 Fort Worth, TX 76107
Assignee:	U.S. Bancorp Equipment Finance, Inc. 13010 SW 68 th Parkway Portland, OR 97223
Sub-Lessee:	Westar Energy, Inc. 818 S. Kansas Avenue Topeka KS 66612

Mr. Vernon A. Williams
October 20, 2006
Page 2

A description of the railroad equipment covered by the enclosed document is:

130 gondola railcars: JECX 6301 – JECX 6430.

A short summary of the document to appear in the index is:

Assignment for Security Purposes (Sublease).

Also enclosed is a check in the amount of \$34.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/sem
Enclosures



ASSIGNMENT FOR SECURITY PURPOSES

(Sublease)

OCT 20 '06

2-24 PM

Equipment Finance, Inc.

SURFACE TRANSPORTATION BOARD

Schedule Number -766049-001-0018256-001

For valuable consideration the receipt and sufficiency of which are hereby acknowledged, Global One Transport, Inc. ("Sub-Lessor" or "Assignor"), intending to be legally bound, hereby grants a security interest in and assigns to U.S. Bancorp Equipment Finance, Inc. and its successors and assigns ("Assignee") the lease agreement ("Sublease") by and between Sub-Lessor, as lessor, and Westar Energy, Inc. ("Sub-Lessee"), as lessee, and all of Sub-Lessor's right, title and interest in and to the leased property (which is described on Exhibit A attached hereto) and all rights, powers, and remedies in the Sublease, including the right, at Assignee's direction or after a default by Assignor under the lease with Assignee or by the Sub-Lessee under the Sublease, to collect all rents, income, and sums due or to become due thereon and on any notes, contracts of guaranty or surety and collateral of any kind or nature which Sub-Lessor has or may have, now or hereafter, and any and all proceeds of all of the foregoing (all the property assigned being called the "Assigned Property"), and the right, either in Assignee's own name, or in Sub-Lessor's name, to take such actions as Sub-Lessor might have taken save for this assignment. The security interest in the Assigned Property is granted to secure all obligations owing now or hereafter by Sub-Lessor to Assignee. Sub-Lessor hereby authorizes Assignee to file and amend, as Assignee may deem necessary, financing statements regarding the Assigned Property, at any time, either before or after the execution of this Agreement.

Sub-Lessor warrants the payment when due of each sum payable under the Sublease (regardless of any right of Sub-Lessee to abatement or adjustment) and the payment upon demand of the entire unpaid balance in the event of any payment failure by Sub-Lessee or upon any other event of default under the Sublease, without first requiring Assignee to proceed against Sub-Lessee. Sub-Lessor has retained, and does not assign to Assignee, any of Sub-Lessor's obligations, representations or warranties under the Sublease, and Sub-Lessor shall fully perform all such obligations thereunder. **ASSIGNEE SHALL HAVE NO OBLIGATIONS FOR MAINTENANCE, SERVICE, SECURITY, LICENSING AND OBTAINING PERMITS, FURNISHING OF FUEL, PARTS, ACCESSORIES OR REPLACEMENTS, INDEMNITY, OR ANY OTHER OBLIGATIONS, DUTIES OR WARRANTIES OF ASSIGNOR UNDER THE SUBLEASE.**

Sub-Lessor further represents and covenants that Assignor has not assigned and will not assign the Sublease and its rights thereunder to anyone other than Assignee and Assignee shall have a first-priority perfected security interest therein; there is and shall be only one counterpart of the Sublease; Assignor is the lawful holder of the Sublease; if Assignee requests, the original Sublease and related documents have been or will be delivered by Assignor to Assignee. Sub-Lessor will reimburse Assignee for all expenses of collection, repossession, and sale incurred by Assignee in connection with enforcing its rights hereunder, including but not limited to, attorney's fees, court costs, and interest on overdue payments.

Sub-Lessor agrees that Assignee may audit Sub-Lessor's books and records relating to the Assigned Property and agrees that, without notice to or assent by Sub-Lessor, and without releasing the liability of Sub-Lessor hereunder, Assignee may take any action under the provisions of the Sublease as assignee of Sub-Lessor's interest, and may release any rights against, grant extensions of time to, and compromise claims with, Sub-Lessee and may repossess and resell or release any or all of the Assigned Property. Sub-Lessor waives presentment and demand for payment, protest, notice of protest and notice of dishonor as to Assignee. All representations, warranties and agreements contained in the Sublease are incorporated herein by this reference and are deemed repeated in full herein by Sub-Lessor so as to induce Assignee to accept this assignment.

This Assignment shall be binding upon, and inure to the benefit of the parties hereto and the beneficiaries hereof and their respective successors and assigns, and shall be governed by the laws of the state of Oregon. The parties each submit to the jurisdiction of any state or federal court sitting in Portland, Oregon over all claims in any action or proceeding arising from or relating to this Assignment. **THE PARTIES EACH IRREVOCABLY WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY LITIGATION ARISING FROM OR RELATING TO THIS ASSIGNMENT.** In any effort to enforce this Assignment, the prevailing party shall be entitled to an award of its reasonable attorney fees, including any incurred before suit is commenced, prior to or at trial, in any appeal and in any other proceeding.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment for Security Purposes to be duly executed on the 19th day of October, 2006

U.S. Bancorp Equipment Finance, Inc.

[Assignee]

By: Kristin Vass, Vice President
An Authorized Officer Thereof

Global One Transport, Inc.

[Sub-Lessor]

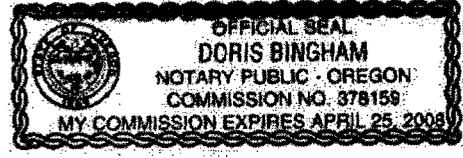
By: Timothy P. Stanley
Timothy Stanley, President

STATE OF Oregon
~~Washington~~)
County of Washington)SS.

On Oct 20, 2006 personally appeared before me Kristin Voss, who being duly sworn, stated that he/she is the VP of U.S. Bancorp Equipment Finance, Inc., acknowledged the foregoing instrument as voluntary act and deed of the Company by virtue of authority from its Board of Directors.

Before me:
Doris Bingham
Notary Public for Oregon
My Commission Expires: 4/25/08

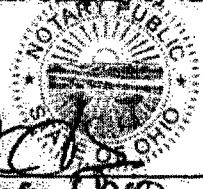
6/00



STATE OF Ohio
~~Franklin~~)
County of Franklin)SS.

On Oct 19, 2006 personally appeared before me, Mother Superior, who being duly sworn, stated that he/she is the President of Global One Transport, Inc., acknowledged the foregoing instrument as voluntary act and deed of the Company by virtue of authority from its Board of Directors.

Before me:
Felicia R. Ocdise
Notary Public, State of Ohio
My Commission Expires 10-27-2008



SUB-LESSEE HEREBY ACKNOWLEDGES AND AGREES to the above terms (of the Assignment for Security Purposes) and subordinates to Assignee any and all interest Sub-Lessee may claim at any time in the Assigned Property, except for the right of quiet enjoyment. Sub-Lessee further agrees that:

- (a) Sub-Lessee shall not amend or modify the terms of the Sublease without Assignee's prior written consent;
- (b) Assignee shall have all of the rights, but none of the obligations, of Assignor under the Sublease;
- (c) Sub-Lessee will not assert against Assignee any defense, counter claim or offset that the Sub-Lessee may have against Assignor;
- (d) this Assignment will not change Sub-Lessee's duties or obligations under the Sublease;
- (e) any bankruptcy or insolvency of Assignor will not change the Sub-Lessee's duties or obligations under the Sublease;
- (f) to the extent that the Sublease is or may be construed as a "lease intended as security", Sub-Lessee hereby acknowledges that, as of the date of the Sublease, Assignor was granted a security interest in the Assigned Property and, by virtue of the assignment described above, such security interest now resides with Assignee and shall remain free and clear of all liens and encumbrances;
- (g) Sub-Lessee has executed only one (1) original of the Sublease, currently has no original in its possession, and has not received any notice of an assignment of the Sublease to any other entity;
- (h) Sub-Lessee shall execute and deliver such other instruments, and take such other actions, as Assignee may reasonably request in connection with this Assignment;
- (i) Sub-Lessee shall remit payments due under the Sublease directly to Assignee at the following address for Assignee; PO Box 790413, St. Louis, MO 63179-0413.

Sub-Lessee:
Westar Energy, Inc.

By: 
Print Name: SVP - CVP Doug Sterbenz
Title: SVP - CVP
Date: 10-19-06

301

ADDRESS FOR ALL NOTICES TO ASSIGNEE:
PO Box 230789
Portland, OR 97281

Equipment Finance, Inc.

Schedule Number 766049-001-0018256-001

The Assigned Property (as defined and used in the assignment agreement) includes the following:

Certain chattel paper and all proceeds thereof, including all rents, income, accounts, payment intangibles, and obligations due under that certain Master Net Railcar Lease dated October 16, 2006, between Global One Transport, Inc. (as Lessor) and Westar Energy, Inc. (as Lessee), and all rights to the equipment and/or inventory and all proceeds thereof, that is the subject of such Lease Agreement, as more fully described below. Any purchase of the Lease Agreement, or perfection of a security interest therein by possession or other control of the Lease Agreement, violates the rights of U.S. Bancorp Equipment Finance, Inc. (and its successors and assigns).

130 New 4,402 C.F. Rotary gondola aluminum coal cars built by Trinity Industries, Inc as more fully described on the Exhibit B to the Schedule attached hereto.

TOGETHER WITH ALL REPLACEMENTS, PARTS, REPAIRS, ADDITIONS, ACCESSIONS AND ACCESSORIES INCORPORATED THEREIN OR AFFIXED OR ATTACHED THERETO AND ANY AND ALL PROCEEDS OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, INSURANCE RECOVERIES.

U.S. Bancorp Equipment Finance, Inc.
[Assignee]

By: *[Signature]*
An authorized officer thereof

Global One Transport, Inc.
[Sub-Lessor]

By: *[Signature]*
Timothy Stanley
President

Westar Energy, Inc.
[Sub-Lessee]

By: _____
Print Name: _____
Title: _____



Equipment Finance, Inc.

Schedule Number 766049-001-0018256-001

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U.S. Bancorp Equipment Finance, Inc.
[Assignee]

Global One Transport, Inc.
[Sub-Lessor]

By: _____
An authorized officer thereof

By: _____
Timothy Stanley
President

Westar Energy, Inc.
[Sub-Lessee]

By: _____
Print Name: Doug Sterbenz
Title: EIR

EXHIBIT B

JECX	6301	JECX	6323	JECX	6345	JECX	6367	JECX	6389	JECX	6411
JECX	6302	JECX	6324	JECX	6346	JECX	6368	JECX	6390	JECX	6412
JECX	6303	JECX	6325	JECX	6347	JECX	6369	JECX	6391	JECX	6413
JECX	6304	JECX	6326	JECX	6348	JECX	6370	JECX	6392	JECX	6414
JECX	6305	JECX	6327	JECX	6349	JECX	6371	JECX	6393	JECX	6415
JECX	6306	JECX	6328	JECX	6350	JECX	6372	JECX	6394	JECX	6416
JECX	6307	JECX	6329	JECX	6351	JECX	6373	JECX	6395	JECX	6417
JECX	6308	JECX	6330	JECX	6352	JECX	6374	JECX	6396	JECX	6418
JECX	6309	JECX	6331	JECX	6353	JECX	6375	JECX	6397	JECX	6419
JECX	6310	JECX	6332	JECX	6354	JECX	6376	JECX	6398	JECX	6420
JECX	6311	JECX	6333	JECX	6355	JECX	6377	JECX	6399	JECX	6421
JECX	6312	JECX	6334	JECX	6356	JECX	6378	JECX	6400	JECX	6422
JECX	6313	JECX	6335	JECX	6357	JECX	6379	JECX	6401	JECX	6423
JECX	6314	JECX	6336	JECX	6358	JECX	6380	JECX	6402	JECX	6424
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JECX	6316	JECX	6338	JECX	6360	JECX	6382	JECX	6404	JECX	6426
JECX	6317	JECX	6339	JECX	6361	JECX	6383	JECX	6405	JECX	6427
JECX	6318	JECX	6340	JECX	6362	JECX	6384	JECX	6406	JECX	6428
JECX	6319	JECX	6341	JECX	6363	JECX	6385	JECX	6407	JECX	6429
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JECX	6322	JECX	6344	JECX	6366	JECX	6388	JECX	6410	JECX	6432

U.S. Bancorp Equipment Finance, Inc.
 (Assignee)

By: *Kathleen M. Viscardi*
 An authorized officer thereof

Global One Transport, Inc.
 (Sub-Lessor)

By: *Timothy R. Stanley*
 Timothy Stanley
 President

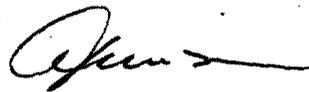
NDYX	298096	30959	Hoppers-Covered - Cement
NDYX	298097	30960	Hoppers-Covered - Cement
NDYX	298098	30961	Hoppers-Covered - Cement
NDYX	298099	30962	Hoppers-Covered - Cement
NDYX	298300	31163	Hoppers-Covered - Cement
NDYX	298301	31164	Hoppers-Covered - Cement
NDYX	298302	31165	Hoppers-Covered - Cement
NDYX	298303	31166	Hoppers-Covered - Cement
NDYX	298304	31167	Hoppers-Covered - Cement
NDYX	298305	31168	Hoppers-Covered - Cement
NDYX	298306	31169	Hoppers-Covered - Cement
NDYX	298307	31170	Hoppers-Covered - Cement
NDYX	298308	31171	Hoppers-Covered - Cement
NDYX	298309	31172	Hoppers-Covered - Cement
NDYX	298310	31173	Hoppers-Covered - Cement
NDYX	298311	31174	Hoppers-Covered - Cement
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NDYX	298313	31176	Hoppers-Covered - Cement
NDYX	298314	31177	Hoppers-Covered - Cement
NDYX	298315	31178	Hoppers-Covered - Cement
NDYX	298316	31179	Hoppers-Covered - Cement
NDYX	298317	31180	Hoppers-Covered - Cement
NDYX	298318	31181	Hoppers-Covered - Cement
NDYX	298319	31182	Hoppers-Covered - Cement
NDYX	298320	31183	Hoppers-Covered - Cement
NDYX	298321	31184	Hoppers-Covered - Cement
NDYX	298322	31185	Hoppers-Covered - Cement
NDYX	298323	31186	Hoppers-Covered - Cement
NDYX	298324	31187	Hoppers-Covered - Cement
NDYX	298342	31205	Hoppers-Covered - Cement
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NDYX	298362	31225	Hoppers-Covered - Cement
NDYX	298363	31226	Hoppers-Covered - Cement
NDYX	298364	31227	Hoppers-Covered - Cement
NDYX	298365	31228	Hoppers-Covered - Cement
NDYX	298366	31229	Hoppers-Covered - Cement
NDYX	298367	31230	Hoppers-Covered - Cement
NDYX	298368	31231	Hoppers-Covered - Cement
NDYX	298369	31232	Hoppers-Covered - Cement
NDYX	298370	31233	Hoppers-Covered - Cement
NDYX	298100	30963	Hoppers-Covered - Cement
NDYX	298101	30964	Hoppers-Covered - Cement
NDYX	298102	30965	Hoppers-Covered - Cement
NDYX	298103	30966	Hoppers-Covered - Cement

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated:

10/20/06



Robert W. Alvord