



RECORDATION NO. 26939 FILED

APR 26 '07

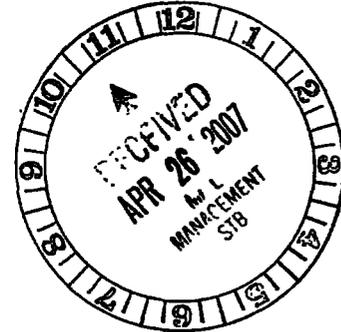
4-00 PM

SURFACE TRANSPORTATION BOARD

2600 South Thompson Street
P.O. Box 1234
Springdale, AR 72765-1234
Phone: (479) 756-8811
Fax: (479) 750-3782

April 23, 2007

Surface Transportation Board
Attn: Secretary
1925 K Street N.W.
Washington, D.C. 20423



Dear Secretary:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) is two (2) copies of a Memorandum of Collateral Assignment of Lease Agreement, dated as of March 26, 2007. Please record as a primary recordation.

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

Assignor: Everest Asset Management II, LLC
1391 Plaza Place, Suite C
Springdale, AR 72764
Attention: Steven J. Hendricks

Assignee: United Bank and Trust
2600 South Thompson
Springdale, AR 72764
Attention: Clinton Ryan

A description of the railroad equipment covered by the enclosed document is: (23) 4000 Cubic Foot 100-Ton Gondolas identified in Exhibit A attached hereto.

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,

Clinton Ryan

APR 26 '07

4-00 PM

MEMORANDUM OF (COLLATERAL) ASSIGNMENT OF LEASE

SURFACE TRANSPORTATION BOARD

The Memorandum of (Collateral) Assignment of Lease is hereby entered into as of the 23rd, day of April, 2007 by and between the **United Bank and Trust** an Arkansas Corporation ("Bank"), and **EVEREST ASSET MANAGEMENT II, LLC** an Arkansas Corporation ("Assignor").
WITNESSETH:

1. The Assignor hereby assigns, transfers and sets over unto Bank, all of the Assignor's right, title and interest (but not its obligations) in certain leases, hereinafter described in paragraph 2 infra, and any other Equipment Riders and schedules thereto (together, the "Lease", whether one or more) and all rents and other sums due there under, and all proceeds there from with respect to those certain railcars identified on the attached Exhibit "A" hereto (the "Railcars"), and all rents, renewal rents, proceeds of the settlement for the Railcars which are lost, destroyed or damaged beyond repair and all sums due and to become due under and pursuant to or by reason of the Lease, as well as any and all subleases of the Railcars.
2. The Assignor has assigned its interest, as set forth in paragraph 1 supra, in the following leases:
 - a.) Master Lease Contract No.950 dated August 30, 2002 and Rider No.223 dated April 10, 2003 between GLNX Corporation and ExxonMobil covering 23 J301 4000/4012 Cubic Foot Gondolas identified on Exhibit A attached hereto.
3. This assignment is given and intended as continuing collateral for the payment of the indebtedness of the Assignor (as "Grantor") to Bank (as "Lender") as provided for in the Commercial Security Agreement dated the 26 of March, 2007 (the "Agreement"), including but not limited to any and all promissory notes executed there under (the "Promissory Notes"), including any and all interest thereon and expenses therefore and any and all extensions and/or renewals of the referenced indebtedness, whether such indebtedness shall at any time or from time to time have been reduced or paid in full and thereafter increased or reincurred, and no renewal of, or extension of time of payment of the subject indebtedness or any part thereof, and no agreement not to sue or release or discharge of any persons liable therefore or thereon, or release or exchange of other collateral or any act or thing whatsoever shall diminish, discharge, impair or affect this Assignment or the security afforded hereby, save payment in full by the Assignor to Bank of any and all indebtedness of the Assignor to Bank arising under the Agreement and the Promissory Note, while no default exists under any of the other provisions thereof. If such payment is full is made by the Assignor while no such default exists or if any such payment in full is made while any default exists and all such defaults are subsequently corrected by the Assignor, the Assignor shall be entitled to have the Assignment discharged.
4. Capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. This Memorandum of Assignment of Lease may be executed in any number of counterparts, each executed counterpart

EXHIBIT A

LIST OF EQUIPMENT

Unit					
Count	Lessee	Old Car Mark	Old Car Number	New Car Mark	New Car Number
1	ExxonMobil	FURX	45046	EAMX	5001
2	ExxonMobil	FURX	45047	EAMX	5002
3	ExxonMobil	FURX	45050	EAMX	5003
4	ExxonMobil	FURX	45075	EAMX	5004
5	ExxonMobil	FURX	45082	EAMX	5005
6	ExxonMobil	FURX	45085	EAMX	5006
7	ExxonMobil	FURX	45090	EAMX	5007
8	ExxonMobil	FURX	45133	EAMX	5008
9	ExxonMobil	FURX	45138	EAMX	5009
10	ExxonMobil	FURX	45141	EAMX	5010
11	ExxonMobil	FURX	45149	EAMX	5011
12	ExxonMobil	FURX	45160	EAMX	5012
13	ExxonMobil	FURX	45161	EAMX	5013
14	ExxonMobil	FURX	45171	EAMX	5014
15	ExxonMobil	FURX	45233	EAMX	5015
16	ExxonMobil	FURX	45240	EAMX	5016
17	ExxonMobil	FURX	45242	EAMX	5017
18	ExxonMobil	FURX	45244	EAMX	5018
19	ExxonMobil	FURX	45245	EAMX	5019
20	ExxonMobil	FURX	45246	EAMX	5020
21	ExxonMobil	FURX	45247	EAMX	5021
22	ExxonMobil	FURX	45251	EAMX	5022
23	ExxonMobil	FURX	45252	EAMX	5023