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First Interstate Bank

First Interstate Bank
of Texas, N.A.
P.O. Box 3326
Houston, TX 77253-3326
713 224-6611

MARCH 2, 1995

19277-A

RECORDATION NO. ____ FILED 1995
MAR 6 - 1995 11:00 AM

INTERSTATE COMMERCE COMMISSION
RM 2311
WASHINGTON, D.C. 20423-0001

RE: CUSTOMER NAME: HANS W. BUHRFEIND
LOAN NUMBER : 1210921143

Gentlemen:

Enclosed please find our cashier's check number _____, dated _____, in the amount of _____ along with the following documents: ASSIGNMENT OF LEASES AND MANAGEMENT AGREEMENTS
(1) ORIGINAL & (1) COPY

ASSIGNOR: HANS W. BUHRFEIND	ASSIGNEE: FIRST INTERSTATE BANK OF TEXAS
41 CAROLANE TRAIL	P.O. BOX 3326
HOUSTON, TX 77024	HOUSTON, TX 77253-3326

After recording please return to:

First Interstate Bank of Texas, N.A.
Collateral Department
PO Box 3326
Mail Station 595
Houston, Texas 77253-3326

If these documents cannot be recorded please return them to the aforementioned address.

Your cooperation is greatly appreciated.

Very truly yours,

LOAN CLOSER

Enclosures

cc: Collateral Department

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ASSIGNMENT OF LEASES AND MANAGEMENT AGREEMENTS

19277-A

1995

ASSIGNOR: Hans W. Buhrfeind
41 Carolane Trail
Houston, Texas 77024

ASSIGNEE: First Interstate Bank of Texas, N.A.
P.O. Box 3326
Houston, Texas 77253-3326

For good and valuable consideration and in order to secure the punctual payment and performance of the following: (i) that certain promissory note dated as of even date herewith in the original principal sum of **$28,312.00**, 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 security agreement (the "Security Agreement") dated as of even date herewith, by and between Assignee and Assignor, and all extensions, renewals, modifications and arrangements thereof; and (iii) any and all other liabilities and obligations whatsoever of Assignor to Assignee 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 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 Security Agreement whether now in existence or hereafter arising.

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 other rights to payment of any kind (hereinafter collectively called the "Leases") related to a railroad car (the "Railcar") described as 34,000 gallon nominal capacity, D.O.T. Specification 105J300W equipped with 100 ton roller bearing trucks being Rail Car Number GLNX 34353 (previously GROX 422), 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 any 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.

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 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 the Assignor to the Assignee, and no obligations of the Assignee to advance any amounts of credit to the 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.

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 the lessee under any of the Leases in remitting payment to Assignee pursuant to any demand by Assignee hereunder.

EXECUTED EFFECTIVE as of the _____ day of ~~January~~ Feb, 1995.

ASSIGNOR:

HANS W. BUHRFEIND

ASSIGNEE:

FIRST INTERSTATE BANK
OF TEXAS, N.A.

By: Claudia V. Shia
Name: Claudia V. Shia
Title: Banking Officer

ACKNOWLEDGMENT OF ASSIGNMENT

GLNX Corporation ("GLNX") acknowledges receipt of and gives its consent to this Assignment of Leases and Management Agreements. GLNX agrees that upon written notification from Assignee it shall pay all monies which are payable to Assignor under the terms of any management agreement between itself and Assignor concerning the Railcar directly to the Assignee.

GLNX CORPORATION

By: _____
Name: J C Graves
Title: President

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on ~~January~~ Feb 3, 1995, by HANS W. BUHRFEIND.

SHAWN M. BYRNES
Notary Public, State of Texas
My Commission Expires
SEPTEMBER 22, 1997

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
Shawn M Byrnes
Printed Name of Notary
My Commission Expires: 9/22/97

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on ~~January~~ Feb 3, 1995, by Claudia Shia, _____ of FIRST INTERSTATE BANK OF TEXAS, N.A., a national banking association, on behalf of said association.

SHAWN M. BYRNES
Notary Public, State of Texas
My Commission Expires
SEPTEMBER 22, 1997

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
Shawn M Byrnes
Printed Name of Notary
My Commission Expires: 9/22/97

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on ~~January~~ Feb 3, 1995, by J. C. Graves, President of GLNX CORPORATION, a corporation, on behalf of said corporation.

Shawn M Byrne
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
Shawn M Byrnes
Printed Name of Notary
My Commission Expires: 9/22/97

SHAWN M. BYRNES
Notary Public, State of Texas
My Commission Expires
SEPTEMBER 22, 1997