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ALVORD AND ALVORD
ATTORNEYS AT LAW
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WASHINGTON, D.C. OCT 23 1992-10 35 AM

20006-2973

OF COUNSEL
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INTERSTATE COMMERCE COMMISSION

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

October 23, 1992

New # 17982A
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Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

INTERSTATE COMMERCE COMMISSION

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) fully executed and acknowledged copies each of 1) a Chattel Mortgage and Security Agreement dated October 21, 1992; and 2) an Assignment of Leases dated as of October 21, 1992, a primary document and a secondary document, respectively as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

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

Mortgagor/Assignor: GLNX Corporation
10077 Grogan's Mill Road, Suite 450
The Woodlands, Texas 77380

Mortgagee/Assignee: Greyhound Financial Corporation
Dial Tower
Dial Corporate Center
Phoenix, Arizona 85077

A description of the railroad equipment covered by the enclosed documents is set forth in Schedule 1 of Exhibit A attached to each document.

Also enclosed is a check in the amount of \$32.00 payable to the order of the Interstate Commerce Commission covering the required recordation fees.

Kindly return stamped copies of the enclosed documents to Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006.

Handwritten signatures and initials on the left margin.

Sidney L. Strickland, Jr.
October 23, 1992
Page 2

A short summary of the enclosed documents to appear in the
Commission's Index is:

Chattel Mortgage and Security Agreement dated October 21, 1992
between GLNX Corporation, Mortgagor, and Greyhound Financial
Corporation, Mortgagee; and an Assignment of Lease dated as of
October 21, 1992 between GLNX Corporation, Assignor, and
Greyhound Financial Corporation, Assignee, each covering railcars
bearing GLNX marks and numbers.

Very truly yours,


Charles T. Kappler

CTK/bg
Enclosures

17982/A

REGISTRATION NO. FILED M25

OCT 23 1992-10 05 AM

ASSIGNMENT OF LEASES

INTERSTATE COMMERCE COMMISSION

THIS ASSIGNMENT AND AGREEMENT ("Assignment") is entered into as of October 21, 1992, by GLNX CORPORATION, a Texas corporation ("Assignor"), for the benefit of GREYHOUND FINANCIAL CORPORATION, a Delaware corporation ("Assignee").

W I T N E S S E T H

WHEREAS, Assignor, as Borrower, and Assignee, as Lender, have entered into a certain Loan and Security Agreement ("Agreement"), dated as of the date hereof, providing for the loan by Lender to Borrower of the sum of up to \$7,083,000.00. All terms used herein with initial capital letters, unless otherwise specifically defined herein, shall have the meanings set forth in the Agreement; and

WHEREAS, Borrower's obligations under the Agreement are secured, inter alia, by a Security Interest in certain collateral described in the Agreement and on Exhibit "A" attached hereto and by this reference made a part hereof (the "Collateral"); and

WHEREAS, Assignor has entered into various lease agreements, including without limitation those described on Exhibit "B" attached hereto and by this reference made a part hereof, and desires to enter into other lease agreements in the future (collectively, the "Leases") with various lessees ("Lessees") each of which leases, inter alia, one or more items of the Collateral to a Lessee; and

WHEREAS, pursuant to the Agreement, Assignee is willing to consent to the Leases if (i) Assignor will continue to remain responsible and liable under the Agreement for the full and complete performance of all of Assignor's obligations thereunder and (ii) Assignor assigns to Assignee the Leases as herein provided.

NOW, THEREFORE, Assignor hereby covenants and agrees as follows:

1. GRANT. Assignor does hereby grant, sell, transfer and assign to Assignee all of the right, title and interest of Assignor in and to each of the Leases, whether now existing or hereafter arising, but solely to the extent to which each Lease relates to a portion of the Collateral, together with all rentals, payments, income, profits, per diem mileage, mileage credits, excess mileage credits, insurance proceeds, and proceeds from requisition or taking ("Payments") now due and which may hereafter become due to Assignor by virtue of any portion of the Collateral being the subject matter, or a portion of the subject matter, of any of the Leases. The parties acknowledge that some or all of the Leases cover railcars or rolling stock owned by Assignor but which does not constitute a part of the Collateral, and that some or all of the Leases cover railcars or rolling stock which is not owned by Assignor but with

respect to which Assignor acts as agent for the owner/lessor thereof. By this Assignment, Assignor is only granting to and creating a security interest in Assignee to the extent any of the Leases, or any payments or proceeds deriving therefrom, relate to any portion of the Collateral. Hereafter throughout this Assignment, any and all references to the Leases are intended to be understood in the context of the foregoing limitation, unless specifically indicated otherwise. Assignor hereby irrevocably appoints Assignee as Assignor's true and lawful attorney, in its name and stead (with or without taking possession of the Collateral), to enforce said Leases and to collect all of said Payments.

2. SECURITY. This Assignment is for the purpose of securing:

(a) Payment in full of all sums, together with interest thereon, becoming due and payable to Assignee under the provisions of the Agreement, the Documents or pursuant hereto; and

(b) Performance and discharge of each and every obligation, covenant, condition and agreement of Assignor contained herein and of the Borrower contained in the Agreement and the Documents.

3. REPRESENTATIONS AND WARRANTIES. Assignor covenants with and represents and warrants to Assignee that:

(a) Notwithstanding this Assignment and the exercise by Assignee of any rights assigned hereunder, Assignor will nevertheless, at all times for the duration of the Leases and at Assignor's sole cost and expense (i) perform and discharge each and every obligation, covenant, condition and agreement of Assignor under the Leases, and (ii) use reasonable diligence to enforce or secure the performance of each and every obligation, covenant, condition, and agreement to be performed by the Lessees pursuant to the Leases.

(b) No Payment under the Leases will be forgiven, released, reduced or discounted, or otherwise discharged or compromised by Assignor which materially adversely affects the obligations of the Lessees taken as a whole.

(c) Assignor is the sole party entitled to receive said Payments, and to enjoy all the other rights and benefits mentioned herein, and the same have not been heretofore nor will they be hereinafter granted, sold, transferred or assigned by Assignor to any other person. Assignor has the right to grant, sell, transfer and assign the same and to grant and confer upon Assignee the rights, interests, powers and/or authority herein granted and conferred, and no consent from any Lessee is required under the terms of the Lease with respect to which such Lessee is a party, nor has any such obligation for Lessee consent otherwise been agreed to by Assignor.

(d) (i) Assignor has the full power and legal right to make this Assignment and all proceedings necessary to authorize this Assignment have been taken; (ii) the existing Leases are in full force and effect, all Collateral has been delivered to and accepted by the Lessees pursuant to the Leases, and neither Assignor nor any of the Lessees are in default thereunder (exclusive of minor or immaterial defaults which do not affect any material portion of Leases, which are ordinary or customary in the industry or which are consistent with Assignor's prior course of dealing with such Lessees, and as to which Leases Assignor expects to fully realize the benefits granted by such Leases); (iii) the Agreement is in full force and effect and Assignor is not in default thereunder; (iv) the existing Leases are and will continue to be valid, binding and enforceable against Assignor and the Lessees in accordance with their terms; and (v) the Agreement and the Documents are and will continue to be valid, binding and enforceable against Assignor in accordance with its terms.

(e) Assignor will execute and deliver, immediately upon the request of Assignee, all such further assurances of assignment of the Leases as Assignee shall from time to time require, and will pay all recording and filing fees or other charges that may be incident to or may arise out of the recording of the same or of this Assignment. Assignor will execute upon request any and all instruments requested by Assignee to carry this Assignment into effect or to accomplish any other purposes deemed by Assignee to be necessary or appropriate in connection with this Assignment.

(f) Each of the Leases are and shall remain a true lease and not an installment sale.

(g) Assignor shall not cancel or terminate the Leases or any of them without the prior written consent of Assignee, which consent shall not be unreasonably withheld.

4. EXERCISE OF RIGHTS.

(a) Although it is the intention of the parties that this Assignment shall be a present assignment, it is understood and agreed that Assignee will not exercise any of its rights and powers hereunder until and unless there shall occur an Event of Default or a default in the performance of any obligation, covenant, condition or agreement hereunder, and so long as none of the same shall occur, Assignor shall have the license to collect, but not in advance of their due date, all Payments due under the Leases and to retain, use and enjoy the same.

(b) If an Event of Default shall occur or there shall occur a default in the performance of any obligation, covenant, condition or agreement hereunder, not cured as provided herein or in the Document pursuant to which such Event of Default arose, Assignee may, at its option (i) enforce any and all of Assignee's rights and remedies under the Agreement and the Documents, and/or (ii)

take such action as it deems proper or necessary to collect the Payments from Lessees, which Payments Assignee may then retain, use and enjoy. In furtherance thereof, Assignee may make, cancel, enforce or modify the Leases, and do any acts or things which Assignee deems proper to protect the security hereof, and may, in its own name or Assignor's name, sue for or otherwise collect and receive the Payments, including those past due and unpaid, and apply the same in accordance with the provisions of this Assignment.

(c) In the exercise of the rights and powers conferred upon it by this Assignment, Assignee shall have the full power to hold, use and apply all of the Payments to the payment of or on account of any sums due under the Agreement, to the notes executed pursuant to the foregoing, and to any cost and expense of collection, including reasonable attorneys' fees, all in such order as Assignee in its sole discretion may determine.

5. NO LIABILITY OF ASSIGNEE. This Assignment shall not operate to increase Assignee's obligations or liabilities or decrease Assignee's rights and remedies under the Agreement. Assignee shall not be responsible for any loss, liability or damage under the Leases, or under or by reason of this Assignment, other than to the extent such loss, liability or damage arises from the gross negligence or willful misconduct of Assignee. Should Assignee incur any such liability, loss or damage, including without limitation such liability, loss or damage incurred in the defense of any claims or demands whatsoever asserted against Assignee under the Leases or under or by reason of this Assignment, the amount thereof, including costs, expenses and attorneys' fees, shall be additional sums secured hereby, shall bear interest at the Overdue Rate specified in the Agreement, and Assignor agrees that it shall reimburse Assignee therefor immediately upon demand.

6. AUTHORIZATION TO RECOGNIZE CLAIMS OF ASSIGNEE. Each of the Lessees is hereby authorized to recognize the claims of Assignee hereunder when made under the sole signature of Assignee, without investigating the reason for any action taken by Assignee, or the validity of the amounts due and owing to Assignee, or the existence of any default under the Agreement or hereunder, or the application to be made by Assignee of any amount to be paid to Assignee. Following the occurrence of an Event of Default, checks for all or any part of the Payments collected under this Assignment shall be drawn at Assignee's option to the exclusive order of Assignee.

7. NATURE OF REMEDIES. The remedies herein set forth shall be deemed special remedies given to Assignee and shall not be deemed exclusive of any other remedies granted in the Agreement, the Documents, or by law, all of which shall be cumulative with the remedies herein granted. Any right or remedy exercised hereunder by Assignee including, without limitation, the collection of the Payments and the application thereof as aforesaid shall not cure, modify or waive any default or any notice thereof under the Agreement or the Documents or invalidate any act done

pursuant to such notice. No delay or failure of Assignee to exercise any right or remedy hereunder or under the Agreement, the Documents, or the Leases shall be deemed to be a waiver thereof, and the single or partial exercise by Assignee of any right or remedy hereunder, under the Agreement, the Documents or the Leases shall not preclude any other or further exercise thereof or the exercise of any other right or remedy at any time.

8. **CROSS DEFAULT.** Any default by Assignor in the performance of any obligation, covenant, condition or agreement herein contained shall, at Assignee's option and following the expiration of applicable cure and/or grace periods set forth in Article VII of the Agreement, the relevant provisions of which are incorporated herein by reference, constitute and be deemed an Event of Default under the terms of the Agreement.

9. **BINDING.** This Assignment and each and every covenant, agreement and other provision hereof shall be binding upon Assignor and its successors and assigns and shall inure to the benefit of Assignee and its successors and assigns.

10. **DURATION.** This Assignment shall continue in full force and effect until (i) the payment in full of all sums due to Assignee under the Documents and the Note executed in connection therewith and (ii) the performance and discharge of each and every obligation, covenant, condition and agreement of Assignor thereunder and hereunder required to be performed on or before the date of payment in full of the Note.

11. **SEVERABILITY.** The unenforceability, illegality or invalidity of any provision hereof shall not render any other provision or provisions herein contained unenforceable, illegal or invalid, and this Assignment shall be construed as if such unenforceable, illegal or invalid provision had never been contained herein.

12. **NOTICES.** All notices hereunder shall be in writing and shall be deemed to have been duly given if sent as provided in the Agreement.

13. **CHOICE OF LAW. THIS ASSIGNMENT AND THE OTHER DOCUMENTS SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ARIZONA. THE PARTIES HERETO HAVE SELECTED AND AGREED UPON ARIZONA LAW TO GOVERN THIS ASSIGNMENT, THE OTHER DOCUMENTS, AND THE RELATIONSHIP OF THE PARTIES IN ALL RESPECTS, IN PREFERENCE OVER AND TO THE EXCLUSION OF THE LAWS OF THE STATE OF TEXAS. THIS ASSIGNMENT AND THE OTHER DOCUMENTS HAVE BEEN EXECUTED AND DELIVERED IN THE STATE OF ARIZONA.**

Initial  _____

14. JURISDICTION AND VENUE. ASSIGNOR HEREBY: (A) IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE SUPERIOR COURT OF MARICOPA COUNTY, STATE OF ARIZONA, OR ANY SUCCESSOR TO SAID COURT, AND TO THE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF ARIZONA, OR ANY SUCCESSOR TO SAID COURT (HEREINAFTER REFERRED TO AS THE "ARIZONA COURTS") FOR PURPOSES OF ANY SUIT, ACTION OR OTHER PROCEEDING WHICH RELATES TO THE TRANSACTIONS CONTEMPLATED IN THIS ASSIGNMENT; (B) TO THE EXTENT PERMITTED BY APPLICABLE LAW, WAIVES AND AGREES NOT TO ASSERT BY WAY OF MOTION, AS A DEFENSE OR OTHERWISE IN ANY SUCH SUIT, ACTION OR PROCEEDING, ANY CLAIM THAT IT IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF THE ARIZONA COURTS; THAT THE SUIT, ACTION OR PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM; THAT THE VENUE OF THE SUIT, ACTION OR PROCEEDINGS IS IMPROPER; OR THAT THIS ASSIGNMENT OR ANY TRANSACTION PROVIDED FOR HEREIN MAY NOT BE ENFORCED IN OR BY THE ARIZONA COURTS AND, FURTHER, WAIVES, IF SUCH WAIVER IS PERMITTED BY LAW, TRIAL BY JURY; AND (C) AGREES NOT TO SEEK, AND HEREBY WAIVES, ANY COLLATERAL REVIEW BY ANY OTHER COURT, WHICH MAY BE CALLED UPON TO ENFORCE THE JUDGMENT OF ANY OF THE ARIZONA COURTS, OF THE MERITS OF ANY SUCH SUIT, ACTION OR PROCEEDING OR THE JURISDICTION OF SAID ARIZONA COURT. NOTHING HEREIN SHALL LIMIT ASSIGNEE'S RIGHT TO BRING ANY SUIT, ACTION OR OTHER PROCEEDING AGAINST ASSIGNOR OR ANY OF ITS ASSETS OR TO SERVE PROCESS ON ASSIGNOR BY ANY MEANS AUTHORIZED BY LAW.

Initial  _____

EXHIBIT A

COLLATERAL

Those railroad cars described and listed on Schedule 1 attached hereto and made a part hereof, and any railroad cars described and listed on any additional Schedules subsequently attached hereto, each of which shall automatically be made a part hereof, including:

(i) all attachments, accessions, fittings, equipment and property now or hereafter affixed thereto or used in connection therewith, and all substitutions and replacements thereof;

(ii) all books and records relating to any of the foregoing whether presently existing or hereafter arising, including, without limitation, all tapes, cards, computer programs and computer data of any computer service bureau or other third party;

(iii) all improvements and replacements hereafter made in or to the foregoing; and

(iv) any and all products and proceeds of the foregoing in any form, including without limitation, any and all proceeds of the sale, lease, requisition, taking or other dispositions of any or all of the foregoing (including, without limitation, all income, profits, lease and rental payments, per diem mileage, mileage credits, excess mileage credits, and any and all other revenues or monies of whatsoever nature generated by or attributable to the foregoing), any claims against third parties for loss, damage or destruction of any or all of the foregoing, and all insurance proceeds relating to all of the above.

SCHEDULE 1 OF

EXHIBIT A

EXISTING CARS

Four (4) 4,750 cubic foot covered hoppers; type "LO" cars; three compartments; mechanical gates, as follows:

<u>Car Number</u>	<u>Date Built</u>
GLNX 410	11/79
GLNX 412	11/79
GLNX 413	11/79
GLNX 414	11/79

Twenty-three (23) 20,800 gallon tank cars; DOT 111A100W1; interior coiled, non-insulated 100-ton roller bearing trucks, as follows:

<u>Car Number</u>	<u>Date Built</u>
GLNX 21000	05/79
GLNX 21005	03/79
GLNX 21006	03/79
GLNX 21007	03/79
GLNX 21008	03/79
GLNX 21009	03/79
GLNX 21010	03/79
GLNX 21011	03/79
GLNX 21012	03/79
GLNX 21013	05/79
GLNX 21022	03/79
GLNX 21023	03/79
GLNX 21024	03/79
GLNX 21025	03/79
GLNX 21026	03/79
GLNX 21030	03/79
GLNX 21034	03/79
GLNX 21035	03/79
GLNX 21036	05/79
GLNX 21038	05/79
GLNX 21039	05/79
GLNX 21040	05/79
GLNX 21041	05/79

Ten (10) 34,000 gallon nominal capacity tank cars, DOT 105J300W, non-coiled and insulated; 100-ton roller bearing trucks, as follows:

<u>Car Number</u>	<u>Date Built</u>
GLNX 34134	12/79
GLNX 34135	12/79
GLNX 34136	01/80
GLNX 34137	01/80
GLNX 34138	01/80

SCHEDULE 1 OF

EXHIBIT A

EXISTING CARS

(Continued)

GLNX 34139	01/80
GLNX 34140	12/79
GLNX 34141	01/80
GLNX 34142	01/80
GLNX 34143	01/80

Seventy (70) used class DOT 111A100W3, 23,500 gallon externally coiled and insulated general purpose tank cars as follows:

<u>Car Number</u>	<u>Date Built</u>
GLNX 86197	11/78
GLNX 86158	11/78
GLNX 86219	11/78
GLNX 86200	11/78
GLNX 86155	11/78
GLNX 86199	11/78
GLNX 86201	11/78
GLNX 86019	11/78
GLNX 86202	11/78
GLNX 86195	11/78
GLNX 86167	11/78
GLNX 86161	11/78
GLNX 86164	11/78
GLNX 86156	11/78
GLNX 86133	11/78
GLNX 86135	11/78
GLNX 86174	11/78
GLNX 86175	11/78
GLNX 86179	11/78
GLNX 86176	11/78
GLNX 86224	06/80
GLNX 86211	06/80
GLNX 86150	06/80
GLNX 86098	06/80
GLNX 86085	05/80
GLNX 86101	06/80
GLNX 86213	05/80
GLNX 86111	06/80
GLNX 86144	06/80
GLNX 86222	06/80
GLNX 86149	06/80
GLNX 86112	06/80
GLNX 86113	06/80
GLNX 86114	06/80
GLNX 86217	06/80
GLNX 86084	06/80

SCHEDULE 1 OF

EXHIBIT A

EXISTING CARS
(Continued)

GLNX 86115	06/80
GLNX 86108	06/80
GLNX 86116	06/80
GLNX 86075	06/80
GLNX 86105	06/80
GLNX 86216	06/80
GLNX 86117	06/80
GLNX 86324	06/80
GLNX 86203	06/80
GLNX 86326	06/80
GLNX 86204	06/80
GLNX 86106	06/80
GLNX 86227	06/80
GLNX 86119	05/80
GLNX 86207	03/76
GLNX 86141	06/76
GLNX 86142	07/76
GLNX 86181	03/76
GLNX 86132	12/76
GLNX 86137	08/76
GLNX 86126	06/76
GLNX 86102	10/80
GLNX 86110	10/80
GLNX 86118	10/80
GLNX 86130	02/77
GLNX 86136	10/80
GLNX 86153	10/80
GLNX 86185	10/80
GLNX 86187	02/77
GLNX 86196	11/80
GLNX 86214	03/76
GLNX 86215	03/76
GLNX 86359	01/80
GLNX 86328	10/80

Twenty-six (26) used class DOT 111A100W3, 23,500-gallon externally coiled and insulated general purpose tank cars as follows:

<u>Car Number</u>	<u>Date Built</u>
GLNX 83064	05/76
GLNX 86014	01/75
GLNX 86015	01/75
GLNX 86016	01/75
GLNX 86017	01/75
GLNX 86020	10/75
GLNX 86024	10/75

SCHEDULE 1 OF

EXHIBIT A

EXISTING CARS
(Continued)

GLNX 86028	06/76
GLNX 86029	01/76
GLNX 86030	10/75
GLNX 86031	01/75
GLNX 86035	10/75
GLNX 86050	10/75
GLNX 86060	01/75
GLNX 86062	10/75
GLNX 86095	06/76
GLNX 86230	12/78
GLNX 86231	12/78
GLNX 86239	10/75
GLNX 86245	10/75
GLNX 86251	06/76
GLNX 86261	12/78
GLNX 86298	06/76
GLNX 86300	11/78
GLNX 86303	10/75
GLNX 86305	11/75

SCHEDULE 1 OF

EXHIBIT A

FIRST ACQUIRED CARS

Fifty-two (52) used class DOT 111A100W3, 23,500-gallon externally coiled and insulated general purpose tank cars as follows:

<u>CAR NUMBER</u>	<u>DATE BUILT</u>
GLNX 24130	08/78
GLNX 24131	08/78
GLNX 24132	08/78
GLNX 24133	08/78
GLNX 24135	08/78
GLNX 24136	08/78
GLNX 24137	08/78
GLNX 24138	08/78
GLNX 24139	08/78
GLNX 24140	08/78
GLNX 24141	09/78
GLNX 24142	08/78
GLNX 24143	08/78
GLNX 24144	08/78
GLNX 24145	08/78
GLNX 24146	08/78
GLNX 24147	08/78
GLNX 24148	08/78
GLNX 24150	08/78
GLNX 24151	08/78
GLNX 24152	05/78
GLNX 24153	05/78
GLNX 24154	05/78
GLNX 24155	05/78
GLNX 24156	05/78
GLNX 24157	05/78
GLNX 24158	05/78
GLNX 24159	05/78
GLNX 24160	05/78
GLNX 24162	06/78
GLNX 24163	05/78
GLNX 24164	05/78
GLNX 24165	05/78
GLNX 24166	05/78
GLNX 24167	05/78
GLNX 24168	05/78
GLNX 24169	05/78
GLNX 24170	07/78
GLNX 24171	07/78
GLNX 24172	07/78
GLNX 24173	07/78
GLNX 24174	07/78

SCHEDULE 1 OF

EXHIBIT A

FIRST ACQUIRED CARS
(Continued)

GLNX 24175	07/78
GLNX 24176	10/78
GLNX 24177	10/78
GLNX 24178	10/78
GLNX 24179	10/78
GLNX 86049	06/76
GLNX 86304	06/76
GLNX 86077	06/76
GLNX 86253	06/76
GLNX 86282	06/76

Sixteen (16) 34,000-gallon nominal capacity tank cars, DOT 105J300W, non-coiled and insulated, 100-ton roller bearing trucks, as follows:

<u>CAR NUMBER</u>	<u>DATE BUILT</u>
GLNX 34307	01/80
GLNX 34308	01/80
GLNX 34309	01/80
GLNX 34310	02/80
GLNX 34311	02/80
GLNX 34312	01/80
GLNX 34313	01/80
GLNX 34314	01/80
GLNX 34315	01/80
GLNX 34316	02/80
GLNX 34317	01/80
GLNX 34318	04/80
GLNX 34319	01/80
GLNX 34320	01/80
GLNX 34321	01/80
GLNX 34322	05/77

Two (2) 34,000-gallon nominal capacity tank cars, DOT 112J340W, as follows:

<u>CAR NUMBER</u>	<u>DATE BUILT</u>
GLNX 3419	05/70
GLNX 3443	10/70

CAR INIT	CAR.. NUMBER	DATE. BUILT	LEASE NO	RID.. NO	MO RENTAL	....	LEAS.. TERM	EXPIR.. DATE	TOT	LESSEE NAME.....
						MOS.				
GLNX	410	11.79	281	44	\$		024	05/31/91		TRANSPORTATION EQUIPMENT
GLNX	412	11.79	281	44	\$		024	05/31/91		TRANSPORTATION EQUIPMENT
GLNX	413	11.79	281	44	\$		024	05/31/91		TRANSPORTATION EQUIPMENT
GLNX	414	11.79	281	44	\$		024	05/31/91		TRANSPORTATION EQUIPMENT
GLNX	3419	05.70	107	5	\$		060	01/31/93		NOVACOR CHEMICALS LTD.
GLNX	3443	10.70	107	5	\$		060	01/31/93		NOVACOR CHEMICALS LTD.
GLNX	21000	03.79	075	19.2	\$		036	05/31/94		PROCTER & GAMBLE DIST. CO
GLNX	21005	03.79	220	12	\$		060	10/31/97		CONAGRA
GLNX	21006	03.79	685	1	\$		036	03/31/94		T&T CHEMICAL, INC.
GLNX	21007	03.79	087	9	\$		003	09/30/88		TRINITY CHEMICALS INC.
GLNX	21008	03.79	225	3	\$		036	05/31/95		IOWA BEEF PROCESSORS
GLNX	21009	03.79	685	1	\$		036	03/31/94		T&T CHEMICAL, INC.
GLNX	21010	03.79	685	2	\$		012	08/31/92		T&T CHEMICALS, INC.
GLNX	21011	03.79	220	12	\$		060	10/31/97		CONAGRA
GLNX	21012	03.79	225	3	\$		036	05/31/95		IOWA BEEF PROCESSORS
GLNX	21013	05.79	795	4	\$		060	02/29/96		EXCEL CORP.
GLNX	21022	03.79	087	15	\$		006	01/31/91		TRINITY CHEMICALS INC.
GLNX	21023	03.79	075	19.2	\$		036	05/31/94		PROCTER & GAMBLE DIST. CO
GLNX	21024	03.79	685	1	\$		036	03/31/94		T&T CHEMICAL, INC.
GLNX	21025	03.79	075	19.2	\$		036	05/31/94		PROCTER & GAMBLE DIST. CO
GLNX	21026	03.79	795	4	\$		060	02/29/96		EXCEL CORP.
GLNX	21030	03.79	220	12	\$		060	10/31/97		CONAGRA
GLNX	21034	03.79	795	4	\$		060	02/29/96		EXCEL CORP.
GLNX	21035	03.79	220	12	\$		060	10/31/97		CONAGRA
GLNX	21036	05.79	685	1	\$		036	03/31/94		T&T CHEMICAL, INC.
GLNX	21038	05.79	220	12	\$		060	10/31/97		CONAGRA
GLNX	21039	05.79	220	12	\$		060	10/31/97		CONAGRA
GLNX	21040	05.79	220	12	\$		060	10/31/97		CONAGRA
GLNX	21041	05.79	220	12	\$		060	10/31/97		CONAGRA
GLNX	24130	08.78	950	153	\$		036	10/31/95		EXXON CHEMICAL AMERICAS
GLNX	24131	08.78	075	33.A	\$		060	07/31/97		PROCTER & GAMBLE DIST. CO
GLNX	24132	08.78	950	147	\$		036	10/31/94		EXXON CHEMICAL
GLNX	24133	08.78	950	143	\$		036	10/31/93		EXXON CHEMICAL
GLNX	24135	08.78	420	16	\$		036	12/31/94		VISTA CHEMICAL CO.
GLNX	24136	08.78	075	33	\$		036	07/31/92		PROCTER & GAMBLE DIST. CO
GLNX	24137	08.78	365	1	\$		060	11/30/92		BASF CORPORATION
GLNX	24138	08.78	420	12	\$		036	03/31/94		VISTA CHEMICAL CO.
GLNX	24139	08.78	750	7	\$		060	11/30/93		SUN REFINING & MKT.
GLNX	24140	08.78	460	6	\$		036	06/30/95		PENNZOIL PRODUCTS
GLNX	24141	09.78	281	55	\$		012	08/31/93		TRANSPORTATION EQUIPMENT
GLNX	24142	08.78	070	7	\$		036	04/30/94		AMOCO CHEMICAL CO.
GLNX	24143	08.78	075	33	\$		036	07/31/92		PROCTER & GAMBLE DIST. CO
GLNX	24144	08.78	950	143	\$		036	10/31/93		EXXON CHEMICAL
GLNX	24145	08.78	096	29	\$		060	09/30/95		COASTAL REFINING
GLNX	24146	08.78	075	33.A	\$		060	07/31/97		PROCTER & GAMBLE DIST. CO
GLNX	24147	08.78	096	29	\$		060	09/30/95		COASTAL REFINING
GLNX	24148	08.78	950	143	\$		036	10/31/93		EXXON CHEMICAL
GLNX	24150	08.78	096	29	\$		060	09/30/95		COASTAL REFINING
GLNX	24151	08.78	950	143	\$		036	10/31/93		EXXON CHEMICAL
GLNX	24152	05.78	075	27	\$		060	03/31/93		PROCTER & GAMBLE DIST. CO
GLNX	24153	05.78	950	153	\$		036	10/31/95		EXXON CHEMICAL AMERICAS
GLNX	24154	05.78	950	143	\$		036	10/31/93		EXXON CHEMICAL

EXHIBIT B PAGE: 2

CAR INIT	CAR. NUMBER	DATE BUILT	LEASE NO	RID.. NO	MO RENTAL	....	LEAS.. TERM	EXPIR... DATE	TOT L E S S E E MOS.	N A M E.....
GLNX	24155	05.78	800	22	\$	)	012	07/31/93		EXXON COMPANY
GLNX	24156	05.78	950	147	\$	)	036	10/31/94		EXXON CHEMICAL
GLNX	24157	05.78	075	27	\$	)	060	03/31/93		PROCTER & GAMBLE DIST. CO
GLNX	24158	05.78	625	2	\$	)	036	08/31/94		AKZO COATINGS INC./A-E JOINT
GLNX	24159	05.78	950	155	\$	)	036	10/31/95		EXXON CHEMICAL AMERICAS
GLNX	24160	05.78	840	19	\$	)	060	06/30/93		MOBAY CHEMICAL COMPANY
GLNX	24162	06.78	840	19	\$	)	060	06/30/93		MOBAY CHEMICAL COMPANY
GLNX	24163	05.78	840	19	\$	)	060	06/30/93		MOBAY CHEMICAL COMPANY
GLNX	24164	05.78	540	19	\$	)	060	06/30/93		MOBAY CHEMICAL COMPANY
GLNX	24165	05.78	840	19	\$	)	060	06/30/93		MOBAY CHEMICAL COMPANY
GLNX	24166	05.78	840	19	\$	)	060	06/30/93		MOBAY CHEMICAL COMPANY
GLNX	24167	05.78	840	19	\$	)	060	06/30/93		MOBAY CHEMICAL COMPANY
GLNX	24168	05.78	840	19	\$	)	060	06/30/93		MOBAY CHEMICAL COMPANY
GLNX	24169	05.78	840	19	\$	)	060	06/30/93		MOBAY CHEMICAL COMPANY
GLNX	24170	07.78	420	12	\$	)	036	03/31/94		VISTA CHEMICAL CO.
GLNX	24171	07.78	420	12	\$	)	036	03/31/94		VISTA CHEMICAL CO.
GLNX	24172	07.78	420	12	\$	)	036	03/31/94		VISTA CHEMICAL CO.
GLNX	24173	07.78	420	12	\$	)	036	03/31/94		VISTA CHEMICAL CO.
GLNX	24174	07.78	420	12	\$	)	036	03/31/94		VISTA CHEMICAL CO.
GLNX	24175	07.78	420	12	\$	)	036	03/31/94		VISTA CHEMICAL CO.
GLNX	24176	10.78	420	12	\$	)	036	03/31/94		VISTA CHEMICAL CO.
GLNX	24177	10.78	420	12	\$	)	036	03/31/94		VISTA CHEMICAL CO.
GLNX	24178	10.78	420	12	\$	)	036	03/31/94		VISTA CHEMICAL CO.
GLNX	24179	10.78	420	12	\$	)	036	03/31/94		VISTA CHEMICAL CO.
GLNX	34134	12.79	096	30	\$	)	060	10/31/95		COASTAL REFINING
GLNX	34135	12.79	096	30	\$	)	060	10/31/95		COASTAL REFINING
GLNX	34136	01.80	950	148	\$	)	036	10/31/94		EXXON CHEMICAL
GLNX	34137	01.80	096	30	\$	)	060	10/31/95		COASTAL REFINING
GLNX	34138	01.80	800	20	\$	)	010	09/30/92		EXXON COMPANY
GLNX	34139	01.80	096	30	\$	)	060	10/31/95		COASTAL REFINING
GLNX	34140	12.79	049	3	\$	)	036	09/30/94		MARKWEST HYDROCARBON PARTNERS
GLNX	34141	01.80	950	148	\$	)	036	10/31/94		EXXON CHEMICAL
GLNX	34142	01.80	096	30	\$	)	060	10/31/95		COASTAL REFINING
GLNX	34143	01.80	950	148	\$	)	036	10/31/94		EXXON CHEMICAL
GLNX	34307	01.80	530	11	\$	)	060	06/30/97		FERRELL NORTH AMERICA
GLNX	34308	01.80	530	11	\$	)	060	06/30/97		FERRELL NORTH AMERICA
GLNX	34309	01.80	530	11	\$	)	060	06/30/97		FERRELL NORTH AMERICA
GLNX	34310	02.80	530	11	\$	)	060	06/30/97		FERRELL NORTH AMERICA
GLNX	34311	02.80	530	11	\$	)	060	06/30/97		FERRELL NORTH AMERICA
GLNX	34312	01.80	530	11	\$	)	060	06/30/97		FERRELL NORTH AMERICA
GLNX	34313	01.80	530	11	\$	)	060	06/30/97		FERRELL NORTH AMERICA
GLNX	34314	01.80	530	11	\$	)	060	06/30/97		FERRELL NORTH AMERICA
GLNX	34315	01.80	530	11	\$	)	060	06/30/97		FERRELL NORTH AMERICA
GLNX	34316	02.80	530	11	\$	)	060	06/30/97		FERRELL NORTH AMERICA
GLNX	34317	01.80	530	11	\$	)	060	06/30/97		FERRELL NORTH AMERICA
GLNX	34318	04.80	530	11	\$	)	060	06/30/97		FERRELL NORTH AMERICA
GLNX	34319	01.80	530	11	\$	)	060	06/30/97		FERRELL NORTH AMERICA
GLNX	34320	01.80	530	11	\$	)	060	06/30/97		FERRELL NORTH AMERICA
GLNX	34321	01.80	530	11	\$	)	060	06/30/97		FERRELL NORTH AMERICA
GLNX	34322	05.77	000	1	-	)	012			NOT LEASED NEEDS CONTRACT
GLNX	83064	05.76	130	5	\$	)	060	02/28/95		PHILLIPS PETROLEUM CO.
GLNX	86014	01.75	420	10	\$	)	036	03/31/93		VISTA CHEMICAL CO.

EXHIBIT B PAGE: 3

CAR INIT	CAR. NUMBER	DATE BUILT	LEASE NO	RID.. NO	MO RENTAL	....	LEAS.. TERM	EXPIR... DATE	TOT	LESSEE NAME.....
							MOS.			
GLNX	86015	01.75	420	10	\$		036	03/31/93		VISTA CHEMICAL CO.
GLNX	86016	01.75	420	10	\$		036	03/31/93		VISTA CHEMICAL CO.
GLNX	86017	01.75	420	10	\$		036	03/31/93		VISTA CHEMICAL CO.
GLNX	86019	11.78	800	22	\$		012	07/31/93		EXXON COMPANY
GLNX	86020	10.75	130	5	\$		060	02/28/95		PHILLIPS PETROLEUM CO.
GLNX	86024	10.75	950	143	\$		036	10/31/93		EXXON CHEMICAL
GLNX	86028	06.76	950	143	\$		036	10/31/93		EXXON CHEMICAL
GLNX	86029	01.76	950	143	\$		036	10/31/93		EXXON CHEMICAL
GLNX	86030	10.75	281	57	\$		012	09/30/93		TRANSPORTATION EQUIPMENT
GLNX	86031	01.75	950	143	\$		036	10/31/93		EXXON CHEMICAL
GLNX	86035	10.75	096	29	\$		060	09/30/95		COASTAL REFINING
GLNX	86049	06.76	800	22	\$		012	07/31/93		EXXON COMPANY
GLNX	86050	10.75	130	5	\$		060	02/28/95		PHILLIPS PETROLEUM CO.
GLNX	86060	01.75	800	19	\$		036	01/31/94		EXXON COMPANY
GLNX	86062	10.75	800	17	\$		036	04/30/93		EXXON COMPANY
GLNX	86075	06.80	800	17	\$		036	04/30/93		EXXON COMPANY
GLNX	86077	06.76	075	23.A	\$		060	03/31/95		PROCTER & GAMBLE DIST. CO.
GLNX	86084	06.80	355	3	\$		060	10/31/97		CHEMTECH INTL.
GLNX	86085	05.80	355	3	\$		060	10/31/97		CHEMTECH INTL.
GLNX	86095	06.76	281	57	\$		012	09/30/93		TRANSPORTATION EQUIPMENT
GLNX	86098	06.80	441	1	\$		005	11/30/92		ETHYL PETROLEUM ADDITIVES, INC.
GLNX	86101	06.80	441	2	\$		024	03/31/94		ETHYL PETROLEUM ADDITIVES, INC.
GLNX	86102	10.80	460	5	\$		060	02/29/96		PENNZOIL PRODUCTS
GLNX	86105	06.80	292	13	\$		060	05/13/93		BP CHEMICALS
GLNX	86106	06.80	292	13	\$		060	05/13/93		BP CHEMICALS
GLNX	86108	06.80	292	15	\$		060	08/03/93		BP CHEMICALS
GLNX	86110	10.80	292	15	\$		060	08/03/93		BP CHEMICALS
GLNX	86111	06.80	950	152	\$		036	09/30/95		EXXON CHEMICAL AMERICAS
GLNX	86112	06.80	950	152	\$		036	09/30/95		EXXON CHEMICAL AMERICAS
GLNX	86113	06.80	000	1			012			NOT LEASED NEEDS CONTRACT
GLNX	86114	06.80	950	152	\$		036	09/30/95		EXXON CHEMICAL AMERICAS
GLNX	86115	06.80	950	152	\$		036	09/30/95		EXXON CHEMICAL AMERICAS
GLNX	86116	06.80	000	1			012			NOT LEASED NEEDS CONTRACT
GLNX	86117	06.80	420	12	\$		036	03/31/94		VISTA CHEMICAL CO.
GLNX	86118	10.80	420	12	\$		036	03/31/94		VISTA CHEMICAL CO.
GLNX	86119	05.80	420	12	\$		036	03/31/94		VISTA CHEMICAL CO.
GLNX	86126	06.76	355	2	\$		036	03/31/93		CHEMTECH INTL.
GLNX	86130	02.77	420	10	\$		036	03/31/93		VISTA CHEMICAL CO.
GLNX	86132	12.76	800	19	\$		036	01/31/94		EXXON COMPANY
GLNX	86133	11.78	800	19	\$		036	01/31/94		EXXON COMPANY
GLNX	86135	11.78	800	19	\$		036	01/31/94		EXXON COMPANY
GLNX	86136	10.80	075	20.1	\$		036	12/31/93		PROCTER & GAMBLE DIST. CO.
GLNX	86137	08.76	820	10	\$		060	04/30/93		LUBRIZOL CORPORATION
GLNX	86141	06.76	420	12	\$		036	03/31/94		VISTA CHEMICAL CO.
GLNX	86142	07.76	720	6	\$		012	01/31/93		VELSICOL CHEMICAL CORP.
GLNX	86144	06.80	075	20.1	\$		036	12/31/93		PROCTER & GAMBLE DIST. CO.
GLNX	86149	06.80	225	2	\$		060	04/30/97		IOWA BEEF PROCESSORS
GLNX	86150	06.80	075	20.1	\$		036	12/31/93		PROCTER & GAMBLE DIST. CO.
GLNX	86153	10.80	950	143	\$		036	10/31/93		EXXON CHEMICAL
GLNX	86155	11.78	420	16	\$		036	12/31/94		VISTA CHEMICAL CO.
GLNX	86156	11.78	420	16	\$		036	12/31/94		VISTA CHEMICAL CO.
GLNX	86158	11.78	075	32	\$		060	09/30/93		PROCTER & GAMBLE DIST. CO

CAR UNIT	CAR. NUMBER	DATE BUILT	LEASE NO	RID.. NO	MO RENTAL	....	LEAS.. TERM	EXPIR... DATE	TOT L E S S E E NAME.....
							MOS.		
GLNX	86161	11.78	420	16	\$		036	12/31/94	VISTA CHEMICAL CO.
GLNX	86164	11.78	075	34	\$		060	10/31/94	PROCTER & GAMBLE DIST. CO
GLNX	86167	11.78	840	14	\$		060	01/31/93	MOBAY CHEMICAL COMPANY
GLNX	86174	11.78	840	16	\$		060	10/31/93	MOBAY CHEMICAL COMPANY
GLNX	86175	11.78	840	16	\$		060	10/31/93	MOBAY CHEMICAL COMPANY
GLNX	86176	11.78	840	16	\$		060	10/31/93	MOBAY CHEMICAL COMPANY
GLNX	86179	11.78	840	16	\$		060	10/31/93	MOBAY CHEMICAL COMPANY
GLNX	86181	03.76	420	15	\$		006	05/31/92	VISTA CHEMICAL CO.
GLNX	86185	10.80	800	21	\$		012	03/31/93	EXXON COMPANY
GLNX	86187	02.77	441	2	\$		024	03/31/94	ETHYL PETROLEUM ADDITIVES, INC.
GLNX	86195	11.78	800	21	\$		012	03/31/93	EXXON COMPANY
GLNX	86196	11.80	950	134.D	\$		036	10/31/95	EXXON CHEMICAL AMERICAS
GLNX	86197	11.78	096	29	\$		060	09/30/95	COASTAL REFINING
GLNX	86199	11.78	096	29	\$		060	09/30/95	COASTAL REFINING
GLNX	86200	11.78	120	5	\$		064	06/30/94	THE DOW CHEMICAL CO.
GLNX	86201	11.78	120	5	\$		064	06/30/94	THE DOW CHEMICAL CO.
GLNX	86202	11.78	120	5	\$		064	06/30/94	THE DOW CHEMICAL CO.
GLNX	86208	06.80	120	5	\$		064	06/30/94	THE DOW CHEMICAL CO.
GLNX	86204	06.80	120	5	\$		064	06/30/94	THE DOW CHEMICAL CO.
GLNX	86207	03.76	120	5	\$		064	06/30/94	THE DOW CHEMICAL CO.
GLNX	86211	06.80	120	5	\$		064	06/30/94	THE DOW CHEMICAL CO.
GLNX	86218	05.80	120	6	\$		036	10/31/93	THE DOW CHEMICAL CO.
GLNX	86214	03.76	420	16	\$		036	12/31/94	VISTA CHEMICAL CO.
GLNX	86215	03.76	000	1	\$		012		NOT LEASED NEEDS CONTRACT
GLNX	86216	06.80	355	3	\$		060	10/31/97	CHEMTECH INTL.
GLNX	86217	06.80	355	3	\$		060	10/31/97	CHEMTECH INTL.
GLNX	86219	11.78	950	147	\$		036	10/31/94	EXXON CHEMICAL
GLNX	86222	06.80	145	5	\$		036	08/31/92	ENSCO
GLNX	86224	06.80	460	6	\$		036	06/30/95	PENNZOIL PRODUCTS
GLNX	86227	06.80	460	6	\$		036	06/30/95	PENNZOIL PRODUCTS
GLNX	86230	12.78	460	6	\$		036	06/30/95	PENNZOIL PRODUCTS
GLNX	86231	12.78	750	7	\$		060	11/30/93	SUN REFINING & MKT.
GLNX	86239	10.75	120	5	\$		064	06/30/94	THE DOW CHEMICAL CO.
GLNX	86245	10.75	120	5	\$		064	06/30/94	THE DOW CHEMICAL CO.
GLNX	86251	06.76	800	21	\$		012	03/31/93	EXXON COMPANY
GLNX	86253	06.76	441	2	\$		024	03/31/94	ETHYL PETROLEUM ADDITIVES, INC.
GLNX	86261	12.78	950	143	\$		036	10/31/93	EXXON CHEMICAL
GLNX	86282	06.76	420	16	\$		036	12/31/94	VISTA CHEMICAL CO.
GLNX	86298	06.76	840	16	\$		060	10/31/93	MOBAY CHEMICAL COMPANY
GLNX	86300	11.78	420	16	\$		036	12/31/94	VISTA CHEMICAL CO.
GLNX	86303	10.75	800	19	\$		036	01/31/94	EXXON COMPANY
GLNX	86304	06.76	800	19	\$		036	01/31/94	EXXON COMPANY
GLNX	86305	11.75	800	19	\$		036	01/31/94	EXXON COMPANY
GLNX	86324	06.80	441	1	\$		005	11/30/92	ETHYL PETROLEUM ADDITIVES, INC.
GLNX	86326	06.80	840	22	\$		060	03/31/97	MILES INC.
GLNX	86328	10.80	950	134.D	\$		036	10/31/95	EXXON CHEMICAL AMERICAS
GLNX	86339	01.80	460	5	\$		060	02/29/96	PENNZOIL PRODUCTS

GRAND TOTAL RAIL CARS OWNED