



DONELAN CLEARY  
WOOD & MASER, P.C.

RECORDATION NO. 17982-E, F FILED

September 24, 1999

SEP 24 '99

11-30AM

Recordation Nos. 17982-E and 17982-F

Dear Mr. Williams:

On behalf of FINOVA Capital Corporation (f/k/a Greyhound Financial Corporation), I submit for filing and recording under 49 U.S.C. § 11301 and the regulations applicable thereunder, counterparts of two secondary documents, not previously recorded.

The first of the two secondary documents is entitled Second Amendment to Chattel Mortgage and Security Agreement ("Second Amendment to Mortgage"), dated as of December 31, 1998, to be filed under Recordation No. 17982-E.

The parties executing the Second Amendment to Mortgage are:

GLNX Corporation - MORTGAGOR  
Suite 450  
10077 Grogen's Mill Road  
The Woodlands, TX 77380

FINOVA Capital Corporation - MORTGAGEE  
(f/k/a/ Greyhound Financial Corporation)  
1850 North Central Avenue  
Phoenix, AZ 85004

The said Second Amendment to Mortgage is an amendment to that certain Chattel Mortgage and Security Agreement ("Mortgage") recorded under Recordation No. 17982 and should be recorded under the next available letter under Recordation No. 17982 which we believe will be "-E."

The said Second Amendment to Mortgage releases three units from and adds three units to the Mortgage.

The units of rolling stock covered by the enclosed Second Amendment to Mortgage are the three units released and the three units added.

A short summary of the Second Amendment to Mortgage to appear in the STB Index is as follows:

ATTORNEYS AND COUNSELORS AT LAW

1100 New York Avenue, N.W., Suite 750, Washington, D.C. 20005-3934, Tel: 202-371-9500, Fax: 202-371-0900

*Counterpart to A. H. Harman*

"Releases GLNX 34117, 34121 and 34142 and adds GLNX 3620, 381 and 34030."

The second of the two enclosed secondary documents is entitled Second Amendment to Assignment of Leases ("Second Amendment to Assignment"), dated as of December 31, 1998, to be filed under Recordation No. 17982-F.

The parties executing the Second Amendment to Assignment are:

GLNX Corporation - ASSIGNOR  
Suite 450  
10077 Grogen's Mill Road  
The Woodlands, TX 77380

FINOVA Capital Corporation - ASSIGNEE  
(f/k/a/ Greyhound Financial Corporation)  
1850 North Central Avenue  
Phoenix, AZ 85004

The said Second Amendment to Assignment is an amendment to that certain Assignment of Leases ("Assignment") recorded under Recordation No. 17982-A and should be recorded under the next available letter under Recordation No. 17982 which we believe will be "-F."

The said Second Amendment to Assignment deletes and releases three units from and adds three units to the Assignment and respectively deletes lease agreements from and adds lease agreements to the Assignment.

The units of rolling stock covered by the enclosed Second Amendment to Assignment are the three units released and the three units added.

A short summary of the Second Amendment to Assignment to appear in the STB Index is as follows:

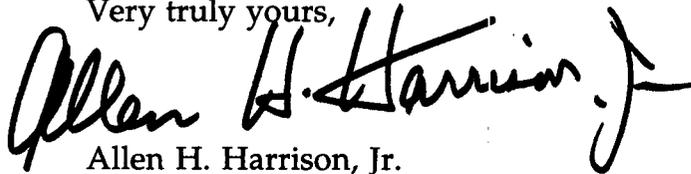
"Deletes GLNX 34117, 34121 and 34142 and adds GLNX 3620, 381 and 34030 and deletes and adds related lease agreements."

Please also index under FINOVA Capital Corporation, in the mortgagee side of the Surface Transportation Board Index ("white pages"), saying: "See Recordation Nos. 17982-E and 17982-F."

Enclosed is a check in the amount of seventy-eight (\$78.00) in payment of the filing fees (\$52.00) and the requested extra indexing (\$26.00).

Once the filings have been made, please return to bearer the stamped counterpart(s) of the documents not required for filing purposes, together with the STB letter/fee receipt acknowledging the filings, and the two extra copies of this letter of transmittal.

Very truly yours,

A handwritten signature in black ink that reads "Allen H. Harrison, Jr." with a stylized flourish at the end.

Allen H. Harrison, Jr.  
Attorney for FINOVA Capital Corporation,  
f/k/a/ Greyhound Financial Corporation

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

*Enclosures*

BY HAND

8346-020

SEP 24 '99

11-30 AM

**SECOND AMENDMENT TO**  
**CHATTEL MORTGAGE AND SECURITY AGREEMENT**

THIS SECOND AMENDMENT TO CHATTEL MORTGAGE AND SECURITY AGREEMENT (the "Second Amendment") dated as of this 31<sup>st</sup> day of December, 1998, by and between GLNX CORPORATION, a Texas corporation ("Mortgagor"), whose address is 10077 Grogan's Mill Road, Suite 450, The Woodlands, Texas 77380, and FINOVA CAPITAL CORPORATION, a Delaware corporation, formerly known as Greyhound Financial Corporation ("Mortgagee"), whose address is 1850 North Central Avenue, Phoenix, Arizona 85004,

**WITNESSETH:**

WHEREAS, there is in effect a Chattel Mortgage and Security Agreement dated October 21, 1992 between Mortgagor and Mortgagee, and filed with the Interstate Commerce Commission (now the Surface Transportation Board) on October 23, 1992 at 10:35 a.m. and assigned Recordation Number 17982 (the "Original Chattel Mortgage") pursuant to which Mortgagor granted to Mortgagee a lien on and a security interest in certain railcars and other items of collateral more fully set forth therein; and

WHEREAS, the Original Chattel Mortgage was amended by that certain First Amendment to Chattel Mortgage and Security Agreement, dated August 31, 1993 between Mortgagor and Mortgagee and filed with the Surface Transportation Board on September 8, 1993 at 12:30 p.m. and assigned Recordation Number 17982-B (the "First Amendment to Chattel Mortgage"); and

WHEREAS, in order to give notice to the public of certain matters, Mortgagor and Mortgagee entered into that certain Memorandum of Amendment, dated December 18, 1997 between Mortgagor and Mortgagee and filed with the Surface Transportation Board on December 19, 1997 at 11:49AM and assigned Recordation Number 17982-D (the "Memorandum of Amendment" and, together with the First Amendment to Chattel Mortgage and the Original Chattel Mortgage, the "Chattel Mortgage"); and

WHEREAS, Mortgagor and Mortgagee have agreed to amend the Chattel Mortgage in certain respects, as hereinafter set forth,

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions.** Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to such terms as set forth in the Chattel Mortgage.
2. **Amendments.** Schedule 1 to Exhibit A of the Chattel Mortgage is hereby amended by (i) adding those railcars described on Exhibit A attached hereto and made a part hereof (the "Additional Cars"), as a part thereof, and (ii) deleting and releasing those

railcars described on Exhibit B attached hereto and made a part hereof (the "Released Cars"), as a part thereof. The definition of Cars as set forth in the Chattel Mortgage is hereby amended to include the Additional Cars within such definition and to delete the Released Cars from such definition.

3. **Reaffirmation of Security Interest.** Mortgagor hereby reaffirms the validity, enforceability, existence, grant and creation of the security interests and assignments granted and made to Lender in and pursuant to the Chattel Mortgage.

4. **Confirmation of Representations, Warranties and Agreements.** Mortgagor hereby reaffirms, as if made on the date hereof, all of Mortgagor's representations and warranties contained in the Chattel Mortgage. Mortgagor further reaffirms the validity, enforceability and legality of the Chattel Mortgage and all provisions of the Chattel Mortgage, as modified, are hereby confirmed and ratified. In the event of a conflict or inconsistency between the provisions of the Chattel Mortgage and this Second Amendment, this Second Amendment shall prevail.

5. **Continuation of Provisions.** All terms, conditions and provisions of the Chattel Mortgage are continued in full force and effect and shall remain unaffected and unchanged except as specifically amended or modified hereby.

6. **Counterparts and Captions.** This Second Amendment may be executed any number of separate counterparts, each of which will be deemed an original document, but all of which, when taken together will constitute one and the same instrument, notwithstanding the fact that all parties have not signed the same counterpart. The Section titles set forth in this Second Amendment are inserted for convenience only and shall not be used to construe or interpret this Second Amendment.

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]

**IN WITNESS WHEREOF**, the parties hereto have executed this Second Amendment to Chattel Mortgage and Security Agreement as of the date first above written.

**MORTGAGEE:**

**FINOVA CAPITAL CORPORATION**, a Delaware corporation

By: Sandra K. McDonough  
Name: Sandra K. McDonough  
Title: Vice President

**BORROWER:**

**GLNX CORPORATION**, a Texas Corporation

By: Warner W. Abel, Jr.  
Name: WARNER W. ABEL, JR.  
Title: PRESIDENT

STATE OF ARIZONA )

[MORTGAGEE]

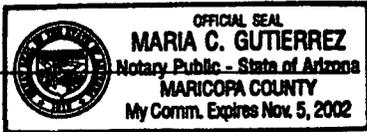
) ss.

County of Maricopa )

On this 10th day of August, 1998, before me, a Notary Public, personally appeared Sandra K. McDonough, known to me or satisfactorily proven to be the Vice President of FINOVA CAPITAL CORPORATION, a Delaware corporation, who acknowledged that she/he executed the within instrument on behalf of said corporation by proper authority and that the instrument was the act of the corporation for the purposes therein stated.

Sybil A. Butler  
Notary Public

My Commission Expires:



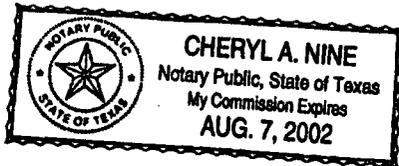
STATE OF TEXAS )

[MORTGAGOR]

) ss.

County of Montgomery )

On this 29th day of July, 1998, before me, a Notary Public, personally appeared Warner W. Abel, Jr., known to me or satisfactorily proven to be the President of GLNX CORPORATION, a Texas corporation, who acknowledged that she/he executed the within instrument on behalf of said corporation by proper authority and that the instrument was the act of the corporation for the purposes therein stated.



Cheryl A. Nine  
Notary Public

My Commission Expires:

8/7/02

**EXHIBIT A**  
**to**  
**SECOND AMENDMENT TO**  
**CHATTEL MORTGAGE AND SECURITY AGREEMENT**

**ADDITIONAL CARS**

<u>Reporting Marks</u>	<u>Date Built</u>	<u>DOT Specifications</u>	<u>Description</u>
		<i>skmf</i>	
GLNX 3620	Aug-80	11A100W3	23.5M GAL GENERAL PURPOSE
GLNX 381	Sep-80	105J300W	34M GAL PRESSURE
GLNX 34030	Oct-77	105J300W	34M GAL PRESSURE

**EXHIBIT B**  
**to**  
**SECOND AMENDMENT TO**  
**CHATTEL MORTGAGE AND SECURITY AGREEMENT**

**RELEASED CARS**

<u>Reporting Marks</u>	<u>Date Built</u>	<u>DOT Specifications</u>	<u>Description</u>
GLNX 34117	Jan-80	105J300W	34M GAL PRESSURE
GLNX 34121	Feb-80	105J300W	34M GAL PRESSURE
GLNX 34142	Jan-80	105J300W	34M GAL PRESSURE