ROSS, BANKS, MAY, CRON & CAVIN, P.C.
Attorneys at Law

DEC 6 2005
RECEIVED

Jim D. Hamilton
Shareholder
- *Also Licensed in Colorado*

e-mail: jdhamilton@rossbanks.com

December 5, 2005

RECORDATION NO. 25394-B FILED

DEC 06 '05 10-55 AM

SURFACE TRANSPORTATION BOARD

Via Overnight Delivery

Secretary
Surface Transportation Board
1925 K Street, NW
Washington, D.C. 20423-0001

Re: The certain note in the original principal amount of $1,425,000.00 payable to the Bank of Houston ("Loan") to GLNX Corporation.
Our File No. 4003-6

Dear Secretary:

I hereby submit for filing and recording an executed original of a primary document, not previously recorded, the following Releases:

Full Release of Railroad Car Mortgage Agreement, Security Agreement, Assignment of Interest in Leases and Financing Statement by The Right Bank for Texas, N.A. dated November 17, 2005 concerning the Railroad Car Mortgage Agreement, Security Agreement, Assignment of Interest in Leases and Financing Statement dated December 15, 2004 between GLNX Corporation and The Right Bank for Texas, N.A. filed on January 5, 2005 under Recordation Number 25397.

Full Release of Railroad Car Mortgage Agreement, Security Agreement, Assignment of Interest in Leases and Financing Statement by The Right Bank for Texas, N.A. dated November 17, 2005 concerning the Railroad Car Mortgage Agreement, Security Agreement, Assignment of Interest in Leases and Financing Statement dated December 15, 2004 between GLNX Corporation and The Right Bank for Texas filed on January 5, 2005 under Recordation Number 25394.

Full Release of Railroad Car Mortgage Agreement, Security Agreement, Assignment of Interest in Leases and Financing Statement by The Right Bank for Texas, N.A. dated November 17, 2005 concerning the Railroad Car Mortgage Agreement, Security Agreement, Assignment of Interest in Leases and Financing Statement dated December 15, 2004 between GLNX Corporation and The Right Bank for Texas, N.A. filed on January 5, 2005 under Recordation Number 25395.

Full Release of Railroad Car Mortgage Agreement, Security Agreement, Assignment of Interest in Leases and Financing Statement by The Right Bank for Texas, N.A. dated November 17, 2005 concerning the Railroad Car Mortgage Agreement, Security Agreement, Assignment of Interest in Leases and Financing Statement dated December 15, 2004 between

GLNX Corporation and The Right Bank for Texas, N.A. filed on January 5, 2005 under Recordation Number 25396.

Full Release of Railroad Car Mortgage Agreement, Security Agreement, Assignment of Interest in Leases and Financing Statement by Citibank Texas, N.A. formerly known as First American Bank, SSB dated November 16, 2005 concerning the Railroad Car Mortgage Agreement, Security Agreement, Assignment of Interest in Leases and Financing Statement dated December 15, 2004 between GLNX Corporation and Citibank Texas, N.A. formerly known as First American Bank, SSB filed under Recordation Number 25394.

Full Release of Railroad Car Mortgage Agreement, Security Agreement, Assignment of Interest in Leases and Financing Statement by Citibank Texas, N.A. formerly known as First American Bank, SSB dated November 16, 2005 concerning the Railroad Car Mortgage Agreement, Security Agreement, Assignment of Interest in Leases and Financing Statement dated December 15, 2004 between GLNX Corporation and Citibank Texas, N.A. formerly known as First American Bank, SSB filed under Recordation Number 25395.

Full Release of Railroad Car Mortgage Agreement, Security Agreement, Assignment of Interest in Leases and Financing Statement by Citibank Texas, N.A. formerly known as First American Bank, SSB dated November 16, 2005 concerning the Railroad Car Mortgage Agreement, Security Agreement, Assignment of Interest in Leases and Financing Statement dated December 15, 2004 between GLNX Corporation and Citibank Texas, N.A. formerly known as First American Bank, SSB filed under Recordation Number 25396.

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Enclosed is a check in the amount of $264.00 in payment of the filing fees. The file-stamped copy of the Release should be returned to the undersigned at the address provided below.

Thank you for your assistance and please do not hesitate to contact me at (713) 626-1200 should you have any questions or need additional information.

Very truly yours,

ROSS, BANKS, MAY, CRON & CAVIN, P.C.

Jim D. Hamilton
For the Firm
JDH/db

RAILROAD CAR MORTGAGE, SECURITY AGREEMENT ASSIGNMENT OF INTEREST IN LEASES AND FINANCING STATEMENT

RECORDATION NO. 25394 FILE

JAN 0 5 '05 4-39 PM

SURFACE TRANSPORTATION BOARD

MORTGAGOR: GLNX Corporation
10077 Grogan's Mill Road, Suite 450
The Woodlands, Montgomery County, Texas 77380

MORTGAGEE: The Right Bank for Texas, N.A.
1455 West Loop South, Suite 150, Houston, Harris County, Texas 77027

First American Bank, SSB
2000 West Sam Houston Parkway South, Suite 600
Houston, Harris County, Texas 77042

COLLATERAL: All of Mortgagors' interest (whether ownership or otherwise, and whether presently existing or hereafter acquired) in the Three Hundred One (301) Rail Cars, described in the attached Exhibit "A"and any leases and management agreements relating thereto.

RAILROAD CAR MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF INTEREST IN LEASES AND FINANCING STATEMENT

Date: December 15, 2004

THIS RAILROAD CAR MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF INTEREST IN LEASES AND FINANCING STATEMENT ("Agreement") made and entered into by and between The Right Bank for Texas, N.A., whose address is 1455 West Loop South, Suite 150, Houston, Harris County, Texas 77027 and First American Bank, SSB, whose address is 2000 West Sam Houston Parkway South, Suite 600, Houston, Harris County, Texas 77042 (whether one or more "Secured Parties") and GLNX Corporation ("Debtor"), whose address is 10077 Grogan's Mill Road, Suite 450, The Woodlands, Montgomery County, Texas 77380 as follows:

1. **Indebtedness.** The Security Interest (defined below) is herein created to secure all obligations and indebtedness to Secured Party, direct or indirect, related or unrelated, now existing or hereafter arising, of whatsoever kind or character, whenever or however created or incurred of Debtor including, but not limited to, those provided for in that certain Loan Agreement (herein so called) dated of even date herewith by and between the Secured Party as Lender and the Debtor as Borrower, which Loan Agreement covers and describes, among other obligations, those certain loans being evidenced by those certain notes in the original principal amounts of $1,500,000.00 payable to The Right Bank for Texas, N.A. and $3,100,000.00 payable to First American Bank, SSB, together

RAILROAD CAR MORTGAGE, SECURITY AGREEMENT ASSIGNMENT OF INTEREST IN LEASES AND FINANCING STATEMENT

RECORDATION NO. 25394 FILED

JAN 05 '05 4-39 PM

SURFACE TRANSPORTATION BOARD

MORTGAGOR: GLNX Corporation
10077 Grogan's Mill Road, Suite 450
The Woodlands, Montgomery County, Texas 77380

MORTGAGEE: The Right Bank for Texas, N.A.
1455 West Loop South, Suite 150, Houston, Harris County, Texas 77027

First American Bank, SSB
2000 West Sam Houston Parkway South, Suite 600
Houston, Harris County, Texas 77042

COLLATERAL: All of Mortgagors' interest (whether ownership or otherwise, and whether presently existing or hereafter acquired) in the Three Hundred One (301) Rail Cars, described in the attached Exhibit "A"and any leases and management agreements relating thereto.

RAILROAD CAR MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF INTEREST IN LEASES AND FINANCING STATEMENT

Date: December 15, 2004

THIS RAILROAD CAR MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF INTEREST IN LEASES AND FINANCING STATEMENT ("Agreement") made and entered into by and between The Right Bank for Texas, N.A., whose address is 1455 West Loop South, Suite 150, Houston, Harris County, Texas 77027 and First American Bank, SSB, whose address is 2000 West Sam Houston Parkway South, Suite 600, Houston, Harris County, Texas 77042 (whether one or more "Secured Parties") and GLNX Corporation ("Debtor"), whose address is 10077 Grogan's Mill Road, Suite 450, The Woodlands, Montgomery County, Texas 77380 as follows:

1. **Indebtedness.** The Security Interest (defined below) is herein created to secure all obligations and indebtedness to Secured Party, direct or indirect, related or unrelated, now existing or hereafter arising, of whatsoever kind or character, whenever or however created or incurred of Debtor including, but not limited to, those provided for in that certain Loan Agreement (herein so called) dated of even date herewith by and between the Secured Party as Lender and the Debtor as Borrower, which Loan Agreement covers and describes, among other obligations, those certain loans being evidenced by those certain notes in the original principal amounts of $1,500,000.00 payable to The Right Bank for Texas, N.A. and $3,100,000.00 payable to First American Bank, SSB, together

with all renewals, extensions and rearrangements thereof and any sums advanced pursuant to the provisions hereof (the "Indebtedness").

2. Agreement and Collateral. For value received, Debtor hereby grants to Secured Party a security interest ("Security Interest") in the following described railroad cars and certain leases relating thereto, together with the additional property described in paragraph 3F hereof ("Collateral"), to-wit:

(i) Railcars: the three hundred one (301) rail cars, all bearing the numbers set forth in Exhibit "A" attached hereto and made a part hereof for all purposes;

(ii) The rights of the Debtor under certain lease agreements now, or hereinafter, applicable to all or any portion of the above-described rail cars, including, but not limited to, those certain lease agreements (herein collectively the "Lease Agreements") described in the Lease Certificate of even date herewith, and all amendments to such agreements;

(iii) All Accounts, all Commercial Tort Claims, all Chattel Paper (whether Tangible or Electronic), all General Intangibles, all Instruments and Proceeds, as those terms are defined in the UCC, and all books and records relating to or arising out of any of the items described in items (i) and (ii) above, and all files, correspondence, computer programs, tapes, discs and related data processing software owned by the Debtor in which the Debtor has an interest, and which contains the information concerning or relating to any of the foregoing, as they relate to any of the items described in subsections (i) and (ii) above.

"UCC" means Uniform Commercial Code as in effect in the State of Texas, as the same has been or may be amended or revised from time to time.

In addition, to secure the obligations described above, the Debtor hereby grants to the Secured Party a security interest in and to any Deposit Account (as that term is defined in the UCC) including, without limitation, those deposit accounts maintained by the Debtor at the Secured Party.

3. Debtor's Warranties, Covenants and Further Agreements.

A. Title. Except for the Security Interest, Debtor owns or on acquisition will own, the Collateral free from any lien, security interest, encumbrance or claim (except liens for current taxes not due) and Debtor will, at Debtor's cost, keep the Collateral free from any other lien,

security interest, encumbrance or claim, and defend the Security Interest and Debtor's rights in the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein. Debtor is the duly registered owner of the Collateral pursuant to a proper registration under the Revised Interstate Commerce Act, as amended, and Debtor qualifies in all respects as a citizen of the United States as defined in said Act. Debtor has the power and authority to execute and deliver this Agreement. The execution, delivery, and performance of this Agreement by Debtor do not and will not violate any law or any rule, regulation or order of any governmental authority. This Agreement and any instrument or document which is, or shall be, included in the Collateral is, and shall be, genuine and legally enforceable and free from any setoff, counterclaim, or defense.

B. Recorded Instruments. No conveyance, financing statement or other instrument affecting Debtor's title to the Collateral or any part thereof is on file in any public office. At Secured Party's request Debtor will execute all financing statements and other instruments and take all other actions deemed necessary by Secured Party to perfect the Security Interest and Debtor will pay all costs thereof. A carbon, photographic or other reproduction of this Agreement or of any financing statement covering the Collateral shall be sufficient as a financing statement and may be filed as a financing statement. The address of Debtor designated at the beginning of this Agreement is Debtor's place of business if Debtor has only one place of business; Debtor's chief executive office if Debtor has more than one place of business; or Debtor's residence if Debtor has no place of business.

C. Assignment. Other than in the ordinary course of business, Debtor will not sell, lease, rent, charter, or otherwise dispose of all or part of the Collateral. Secured Party may assign or transfer all or part of its rights in, and obligations, if any, under the Indebtedness, the Collateral and this Agreement.

D. Insurance. Debtor shall be responsible for any loss of or damage to the Collateral. Debtor shall at its own expense insure the Collateral against property damage and carry insurance against public liability in such amounts and with such insurers as are acceptable to Secured Party. Debtor shall name Secured Party or cause Secured Party to be named as an additional insured under all policies of liability insurance and as the mortgagee and loss payee under all policies of casualty insurance. Secured Party is hereby authorized in its own name and in the name of Debtor to collect, adjust, and settle any claims under any policies of casualty insurance and to endorse any checks, drafts, or instruments in connection therewith. Secured Party may apply any proceeds from casualty insurance to the Indebtedness in such manner as Secured Party may elect. All policies of insurance shall provide for written notice to Secured Party at least THIRTY (30) days prior to cancellation. If Debtor fails to obtain or maintain any insurance required hereunder or fails to provide evidence of such insurance in form and content satisfactory to Secured Party, Secured Party, at its option and in addition to its other remedies, may obtain substitute insurance, or may obtain insurance that covers only the Secured Party's interest in the Collateral. Secured Party may add to the Indebtedness the premium advanced by Secured Party for any such insurance, and may charge interest on the amount of such premium at the maximum rate permitted by applicable law.

E. Maintenance. Debtor will maintain and keep the Collateral in good condition and repair and will maintain, service, repair, overhaul, and test the Collateral so as to keep the Collateral in good operating condition in conformity with any applicable mandatory manufacturer's operating manual, instructions or service bulletins and the Collateral shall be maintained in good standing at all times under all applicable federal and state law. Debtor agrees that the Collateral will not be maintained, used, or operated in violation of any policy of insurance or any law or any rule, regulation, or order of any governmental authority having jurisdiction. Debtor will maintain all records, logs, and other materials required by applicable state and federal law and regulation to be maintained in respect of the Collateral, and Secured Party or its agents shall have the right to inspect the Collateral and examine, audit, and copy all records, logs, and other material relating to the Collateral. Debtor will not enter into any maintenance interchange or pooling arrangement affecting the Security Interest in the Collateral, or any part thereof. At any time Debtor shall furnish reports, data and financial statements, including audits by independent public accountants, in respect of the Collateral and Debtor's business and financial condition, as Secured Party may require. Debtor will pay promptly when due all taxes and assessments on the Collateral or for its use and operation and all costs, expenses and insurance premiums necessary to preserve, protect, maintain and collect the Collateral. Secured Party may, at its option, discharge such costs, expenses, and premiums for the repair, maintenance, and preservation of the Collateral, and all sums so expended shall be part of the Indebtedness and shall bear interest at the maximum rate permitted by applicable law.

F. Additional Property. The Collateral includes (i) all products and proceeds of, accessions to, and substitutions and replacements for, the property described in Paragraph 2 above and all leases, subleases, rental agreements, charter agreements, and other agreements relating to the property described in Paragraph 2 above, including, but not limited to, Debtor's right to receive any and all rents, lease payments, fees or other amounts under such leases, subleases or agreements, and (ii) all books, logs, records, registrations, schedules, and warranties that relate to the Collateral. Secured Party shall have the right to set off and apply against the Indebtedness or any part thereof at any time, without notice to Debtor, any and all deposits or other sums at any time credited by or due from Secured Party to Debtor, whether in a special account or other account or represented by a certificate of deposit (whether or not matured), which deposits and other sums shall at all times constitute additional security for the Indebtedness. Debtor will immediately deliver all additional property to Secured Party upon receipt by Debtor, with proper instruments of transfer and assignment, if possession by Secured Party is necessary to perfect Secured Party's Security Interest or if otherwise required pursuant to this Agreement. The Collateral shall not include, in the case of consumer goods, any after-acquired property other than accessions and property acquired within TEN (10) days after Secured Party has given value to Debtor.

G. Change of Location. Debtor agrees that the Collateral will normally not be operated or located outside the FORTY-EIGHT (48) states constituting the continental United States. Notwithstanding the foregoing, the Debtor has advised the Secured Party that, from time to time, its ordinary customers may seek to route elements of the Collateral to Alaska, Canada and Mexico. The Debtor warrants that should any of the Collateral be routed to Mexico, the obligation of the party using the Collateral in Mexico shall impose upon that party full responsibility for all wear, tear and damage which occurs to the Collateral while located in Mexico.

H. Condition. The Collateral is currently in good working order. Debtor will at all times keep the Collateral duly registered with the Surface Transportation Board and all other federal and state authorities having jurisdiction, and will not allow such registration at any time to expire, or to be suspended, revoked, cancelled or terminated.

I. Notice of Changes. Debtor will immediately notify Secured Party of any change occurring in or to the Collateral, of any change in Debtor's principal place of business, chief executive office, or residence, or of any change in any fact or circumstance warranted or represented by Debtor to Secured Party, or if any event of default under this Agreement occurs.

J. Indemnity. Debtor hereby agrees to indemnity and hold Secured Party harmless from and against any and all present and future claims, actions, liabilities, and damages arising in connection with this Agreement, the Indebtedness, or the Collateral, and all costs and expenses (including attorneys' fees) incurred by Secured Party in respect thereof.

4. Rights of Secured Party. Debtor hereby appoints Secured Party as Debtor's attorney-in-fact to do any act which Debtor is obligated by this Agreement to do, to exercise all rights of Debtor in the Collateral, and to do all things deemed necessary by Secured Party to perfect the Security Interest and preserve, collect, enforce and protect the Collateral and any insurance proceeds thereof, all at Debtor's cost and without any obligation on Secured Party so to act, including, but not limited to, transferring title into the name of Secured Party, or its nominee, or receipting for, settling, or otherwise realizing upon the Collateral. Secured Party may, in its discretion, require Debtor to give possession or control of the Collateral to Secured Party; take control of the Collateral or proceeds thereof and use cash proceeds to reduce any part of the Indebtedness; require additional Collateral; notify the post office authorities to change the address for delivery of mail to Debtor to an address designated by Secured Party and to receive, open, and dispose of mail addressed to Debtor; exercise such rights as Debtor might exercise relative to the Collateral, including, without limitation, the leasing, chartering, renting or other utilization thereof; give notices to account debtors and other parties liable under the Collateral to make payment directly to Secured Party; renew, extend, or otherwise change the terms and conditions of any of the Collateral or the Indebtedness; compromise, prosecute, or defend any action, claim, or proceeding concerning the Collateral; endorse any checks, draft, documents, or instruments arising in connection with or pertaining to the Collateral; reject as unsatisfactory any property hereafter offered by Debtor as Collateral; designate, from time to time, a certain percentage of the Collateral as the loan value and require Debtor to maintain the Indebtedness at or below such figure. Secured Party shall not be liable for any act or omission on the part of Secured Party, its officers, agents or employees, except willful misconduct. Secured Party shall not be responsible for any depreciation in the value of the Collateral or for preservation of rights against prior parties. Additionally, and without regard to whether an Event of Default then exists, the Secured Party may, from time to time, and at any time, notify any party who has leased all or any portion of the Collateral, and direct them to make all future payments due under any Lease Agreement directly to the Secured Party for immediate application to the Indebtedness. The foregoing rights and powers of Secured Party may be exercised before or

after default and shall be in addition to, and not a limitation upon, any rights and powers of Secured Party given herein or by law, custom, or otherwise.

5. Events of Default. Debtor shall be in default hereunder upon the happening of any of the following events or conditions: (a) any default in the timely payment or performance of the Indebtedness or any part thereof; (b) any failure or refusal of Debtor or any Obligated Party (hereinafter defined) to perform or observe any obligation, covenant, or agreement made or owed by it to Secured Party; (c) any warranty, representation, or statement made or furnished to Secured Party by or on behalf of Debtor or any Obligated Party proves to have been false in any material respect when made or furnished; (d) any loss, theft, substantial damage, sale, unlawful use, unauthorized transfer, or other deterioration or impairment of the Collateral or any part thereof; (e) the death, incapacity, dissolution, liquidation, merger, consolidation, termination of existence, insolvency, or business failure of Debtor or any Obligated Party, or the appointment of a receiver, trustee, or other legal representative for Debtor or any Obligated Party or any of their respective property, or Debtor or any Obligated Party shall make an assignment for the benefit of its creditors, or proceedings under any bankruptcy or insolvency law shall be commenced by or against Debtor or any Obligated Party; (f) any event which permits the acceleration of the maturity of indebtedness of Debtor or any Obligated Party to others under any indenture, agreement, or undertaking; (g) the making of any levy, attachment, execution, or other process against Debtor or any Obligated Party or any of the Collateral; (h) any judgment shall have been rendered against Debtor or any Obligated Party which remains unpaid for THIRTY (30) days or (j) any default under the Loan Agreement and/or the documents evidencing the Indebtedness and/or the documents securing same.

For purposes of this Agreement, the term "Obligated Party" means any guarantor, surety, endorser, or other party (other than Debtor) directly or indirectly obligated, primarily or secondarily, for the Indebtedness or any portion thereof.

6. Remedies of Secured Party upon Default. When an event of default occurs, and at any time thereafter, Secured Party may declare all or any part of the Indebtedness immediately due and payable and may proceed to enforce payment of the same and to exercise any and all of the rights and remedies provided by the Texas Uniform Commercial Code ("Code"), as well as all other rights and remedies possessed by Secured Party under this Agreement, at law, in equity, or otherwise. Secured Party may also require Debtor at Debtor's cost to assemble the Collateral and all log books and records relating thereto and make them available to Secured Party at any place to be designated by Secured Party which is reasonably convenient to both parties. For purposes of the notice requirements of the Code, Secured Party and Debtor agree that notice given at least FIVE (5) days prior to the related action hereunder is reasonable. Secured Party shall have authority to enter upon any premises upon which the Collateral may be situated, and remove the same therefrom. Expenses of retaking, holding, maintaining, insuring, preparing for sale or lease, selling, leasing, or the like, shall include, without limitation, Secured Party's reasonable attorneys' fees and legal expenses and all such expenses shall be recovered by Secured Party before applying the proceeds from the disposition of the Collateral toward the Indebtedness. Secured Party may use its discretion in applying the proceeds of any disposition of the Collateral. All rights and remedies of Secured Party

hereunder are cumulative and may be exercised singly or concurrently. The exercise of any right or remedy will not be a waiver of any other.

7. General.

A. Waiver by Secured Party. No waiver by Secured Party of any right hereunder or of any default by Debtor shall be binding upon Secured Party unless in writing. Failure or delay by Secured Party to exercise any right hereunder or waiver of any default of Debtor shall not operate as a waiver of any other right, of further exercise of such rights, or of any further default.

B. Parties Bound. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, receivers, trustees and assigns where permitted by this Agreement. If this Agreement is signed by more than one Debtor, each Debtor shall be jointly and severally liable for all representations, warranties, and agreements hereunder, and all provisions hereof regarding the Indebtedness or the Collateral shall apply to any Indebtedness or Collateral of any or all of them. This Agreement shall constitute a continuing agreement applying to all future as well as existing transactions, such future transactions being contemplated by Debtor and Secured Party. If all Indebtedness shall at any time be paid in full, this Agreement shall nonetheless remain in full force and effect with respect to any Indebtedness thereafter incurred.

C. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the applicable laws of the United States of America and is performable in the county where the principal office of Secured Party is located. Except as otherwise provided herein, all terms used herein which are defined in the Code shall have the meanings therein stated.

D. Notice. Notice shall be given or sent when mailed postage prepaid to Debtor's address given above or to Debtor's most recent address as shown by notice of change on file with Secured Party.

E. Modification. This Agreement shall not be amended in any way except by a written agreement signed by the parties hereto.

F. Severability. The unenforceability of any provision of this Agreement shall not affect the enforceability or validity of any other provision hereof.

G. Construction. If there is any conflict between the provisions hereof and the provisions of the Indebtedness, the latter shall control. The captions herein are for convenience of reference only and not for definition or interpretation.

H. Waiver by Debtor. Debtor hereby waives presentment demand, notice of intent to demand, notice of dishonor, protest, notice of acceleration, notice of intent to accelerate, and notice of protest, and all other notices with respect to collection, or acceleration of maturity, of

the Collateral and the Indebtedness.

I. Additional Terms. All annexes and schedules attached hereto, if any, are hereby made a part hereof.

J. ENTIRE AGREEMENT. THIS AGREEMENT AND ALL OTHER INSTRUMENTS, DOCUMENTS AND AGREEMENTS EXECUTED AND DELIVERED IN CONNECTION WITH THIS AGREEMENT EMBODY THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THIS AMENDMENT, AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES HERETO. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES HERETO.

K. Counterparts. This Agreement can be in any number of counterparts each of which shall be deemed an original for purposes of enforcing the same and production of any original other than the original to be produced need not be required.

(execute in blue ink only)

DEBTOR:

GLNX Corporation

By: _____
Warner W. Able, Jr., President

STATE OF TEXAS §
§
COUNTY OF HARRIS §

On this 15th day of Dec, 2004, before me personally appeared Warner W. Able, Jr., President of GLNX Corporation, who being by me duly sworn, says that his execution of the foregoing instrument was and is his free act and deed and on behalf of GLNX Corporation.

ARTHUR DELL COLE
Notary Public, State of Texas
My Commission Expires
March 24, 2007

_____
Notary Public, the State of Texas

SECURED PARTIES:

The Right Bank for Texas, N.A.

By: _____
Name: Mitchell S. Schulman
Title: Executive Vice President

STATE OF TEXAS §
§
COUNTY OF HARRIS §

On this 15th day of Dec., 2004, before me personally appeared Mitchell S. Schulman, to me personally known, who being by me duly sworn, says that he is a Executive Vice President of The Right Bank for Texas, N.A., that said instrument was signed on behalf of said The Right Bank for Texas, N.A., by authority of its board of directors and he acknowledged that execution of the foregoing instrument was the free act and deed of The Right Bank for Texas, N.A.

ARTHUR DELL COLE
Notary Public, State of Texas
My Commission Expires
March 24, 2007

_____
Notary Public, the State of Texas

First American Bank, SSB

By: _____
David Martin, Senior Vice President

STATE OF TEXAS §
§
COUNTY OF HARRIS §

On this 15th day of Dec., 2004, before me personally appeared David Martin, to me personally known, who being by me duly sworn, says that he is a Senior Vice President of First American Bank, SSB, that said instrument was signed on behalf of said First American Bank, SSB, by authority of its board of directors and he acknowledged that execution of the foregoing instrument was the free act and deed of First American Bank, SSB.

ARTHUR DELL COLE
Notary Public, State of Texas
My Commission Expires
March 24, 2007

_____
Notary Public, the State of Texas

EXHIBIT A

LIST OF RAILCARS

Car Number	Date Built	DOT Spec
CARS PLEDGED BY GLNX CORPORATION		
Twenty (20) 20,000 gallon nominal capacity general purpose railroad tank cars:		
GLNX 21000	05/79	111A100W1
GLNX 21005	03/79	111A100W1
GLNX 21006	03/79	111A100W1
GLNX 21008	03/79	111A100W1
GLNX 21009	03/79	111A100W1
GLNX 21010	03/79	111A100W1
GLNX 21011	03/79	111A100W1
GLNX 21012	03/79	111A100W1
GLNX 21013	05/79	111A100W1
GLNX 21022	03/79	111A100W1
GLNX 21023	03/79	111A100W1
GLNX 21025	03/79	111A100W1
GLNX 21026	03/79	111A100W1
GLNX 21034	03/79	111A100W1
GLNX 21035	03/79	111A100W1
GLNX 21036	05/79	111A100W1
GLNX 21038	05/79	111A100W1
GLNX 21039	05/79	111A100W1
GLNX 21040	05/79	111A100W1
GLNX 21041	05/79	111A100W1
Two hundred twenty-three (223) 23,500 gallon nominal capacity general purpose railroad tank cars:		
GLNX 3620	08/80	111A100W3
GLNX 23102	12/79	111A100W3
GLNX 23103	01/80	111A100W3
GLNX 23104	02/80	111A100W3
GLNX 23105	01/80	111A100W3
GLNX 23106	12/79	111A100W3
GLNX 23107	12/79	111A100W3
GLNX 23108	12/79	111A100W3
GLNX 23109	12/79	111A100W3
GLNX 23110	12/79	111A100W3
GLNX 23111	02/80	111A100W3
GLNX 23112	02/80	111A100W3
GLNX 23113	02/80	111A100W3
GLNX 23114	12/79	111A100W3
GLNX 23118	12/79	111A100W3
GLNX 23119	12/79	111A100W3

EXHIBIT A

LIST OF RAILCARS

Car Number	Date Built	DOT Spec
GLNX 23121	12/79	111A100W3
GLNX 23122	01/80	111A100W3
GLNX 23123	12/79	111A100W3
GLNX 23124	12/79	111A100W3
GLNX 23125	12/79	111A100W3
GLNX 23126	12/79	111A100W3
GLNX 23127	01/80	111A100W3
GLNX 23128	01/80	111A100W3
GLNX 23129	01/80	111A100W3
GLNX 23130	12/79	111A100W3
GLNX 23131	12/79	111A100W3
GLNX 23132	12/79	111A100W3
GLNX 23133	12/79	111A100W3
GLNX 23134	12/79	111A100W3
GLNX 23135	12/79	111A100W3
GLNX 23136	12/79	111A100W3
GLNX 23137	12/79	111A100W3
GLNX 23138	01/80	111A100W3
GLNX 23139	01/80	111A100W3
GLNX 23142	01/80	111A100W3
GLNX 23143	01/80	111A100W3
GLNX 23144	12/79	111A100W3
GLNX 23145	12/79	111A100W3
GLNX 23146	12/79	111A100W3
GLNX 23147	01/80	111A100W3
GLNX 23148	12/79	111A100W3
GLNX 23149	12/79	111A100W3
GLNX 23184	05/80	111A100W3
GLNX 23185	05/80	111A100W3
GLNX 23187	04/80	111A100W3
GLNX 23188	05/80	111A100W3
GLNX 23189	05/80	111A100W3
GLNX 23190	05/80	111A100W3
GLNX 23191	05/80	111A100W3
GLNX 23192	05/80	111A100W3
GLNX 23193	05/80	111A100W3
GLNX 23195	06/80	111A100W3
GLNX 23196	05/80	111A100W3
GLNX 23197	05/80	111A100W3
GLNX 23199	05/80	111A100W3
GLNX 23206	05/80	111A100W3
GLNX 23207	01/80	111A100W3

EXHIBIT A

LIST OF RAILCARS

Car Number	Date Built	DOT Spec
GLNX 23209	05/80	111A100W3
GLNX 23210	01/80	111A100W3
GLNX 23211	05/80	111A100W3
GLNX 23212	05/80	111A100W3
GLNX 23215	05/80	111A100W3
GLNX 23216	05/80	111A100W3
GLNX 23217	05/80	111A100W3
GLNX 23218	05/80	111A100W3
GLNX 23220	05/80	111A100W3
GLNX 23221	05/80	111A100W3
GLNX 23224	05/80	111A100W3
GLNX 23232	05/80	111A100W3
GLNX 23236	05/80	111A100W3
GLNX 23238	05/80	111A100W3
GLNX 23239	05/80	111A100W3
GLNX 23241	06/80	111A100W3
GLNX 23242	06/80	111A100W3
GLNX 23245	06/80	111A100W3
GLNX 23246	05/80	111A100W3
GLNX 23247	05/80	111A100W3
GLNX 23248	06/80	111A100W3
GLNX 24130	08/78	111A100W3
GLNX 24131	08/78	111A100W3
GLNX 24132	08/78	111A100W3
GLNX 24133	08/78	111A100W3
GLNX 24135	08/78	111A100W3
GLNX 24136	08/78	111A100W3
GLNX 24137	08/78	111A100W3
GLNX 24138	08/78	111A100W3
GLNX 24139	08/78	111A100W3
GLNX 24140	08/78	111A100W3
GLNX 24141	08/78	111A100W3
GLNX 24142	08/78	111A100W3
GLNX 24143	08/78	111A100W3
GLNX 24144	08/78	111A100W3
GLNX 24145	08/78	111A100W3
GLNX 24146	08/78	111A100W3
GLNX 24147	08/78	111A100W3
GLNX 24148	08/78	111A100W3
GLNX 24150	08/78	111A100W3
GLNX 24151	08/78	111A100W3
GLNX 24152	05/78	111A100W3

EXHIBIT A

LIST OF RAILCARS

Car Number	Date Built	DOT Spec
GLNX 24153	05/78	111A100W3
GLNX 24154	05/78	111A100W3
GLNX 24155	05/78	111A100W3
GLNX 24156	05/78	111A100W3
GLNX 24157	05/78	111A100W3
GLNX 24158	05/78	111A100W3
GLNX 24159	05/78	111A100W3
GLNX 24160	05/78	111A100W3
GLNX 24162	06/78	111A100W3
GLNX 24163	05/78	111A100W3
GLNX 24164	05/78	111A100W3
GLNX 24165	05/78	111A100W3
GLNX 24167	05/78	111A100W3
GLNX 24168	05/78	111A100W3
GLNX 24169	05/78	111A100W3
GLNX 24170	07/78	111A100W3
GLNX 24171	07/78	111A100W3
GLNX 24172	07/78	111A100W3
GLNX 24173	07/78	111A100W3
GLNX 24174	07/78	111A100W3
GLNX 24176	10/78	111A100W3
GLNX 24177	10/78	111A100W3
GLNX 24178	10/78	111A100W3
GLNX 24179	10/78	111A100W3
GLNX 86014	01/75	111A100W3
GLNX 86015	01/75	111A100W3
GLNX 86016	01/75	111A100W3
GLNX 86017	01/75	111A100W3
GLNX 86019	11/78	111A100W3
GLNX 86020	10/75	111A100W3
GLNX 86024	10/75	111A100W3
GLNX 86028	06/76	111A100W3
GLNX 86029	01/76	111A100W3
GLNX 86030	10/75	111A100W3
GLNX 86031	01/75	111A100W3
GLNX 86035	10/75	111A100W3
GLNX 86049	06/76	111A100W3
GLNX 86050	10/75	111A100W3
GLNX 86060	01/75	111A100W3
GLNX 86062	10/75	111A100W3
GLNX 86075	06/80	111A100W3
GLNX 86077	06/76	111A100W3

EXHIBIT A

LIST OF RAILCARS

Car Number	Date Built	DOT Spec
GLNX 86084	06/80	111A100W3
GLNX 86085	06/80	111A100W3
GLNX 86095	06/76	111A100W3
GLNX 86098	06/80	111A100W3
GLNX 86101	06/80	111A100W3
GLNX 86102	10/80	111A100W3
GLNX 86105	06/80	111A100W3
GLNX 86106	06/80	111A100W3
GLNX 86108	06/80	111A100W3
GLNX 86110	10/80	111A100W3
GLNX 86111	06/80	111A100W3
GLNX 86112	06/80	111A100W3
GLNX 86113	06/80	111A100W3
GLNX 86114	06/80	111A100W3
GLNX 86115	06/80	111A100W3
GLNX 86116	06/80	111A100W3
GLNX 86117	06/80	111A100W3
GLNX 86118	10/80	111A100W3
GLNX 86119	05/80	111A100W3
GLNX 86126	06/76	111A100W3
GLNX 86130	02/77	111A100W3
GLNX 86132	12/76	111A100W3
GLNX 86133	11/78	111A100W3
GLNX 86135	11/78	111A100W3
GLNX 86136	10/80	111A100W3
GLNX 86137	08/76	111A100W3
GLNX 86141	06/76	111A100W3
GLNX 86142	07/76	111A100W3
GLNX 86144	06/80	111A100W3
GLNX 86149	06/80	111A100W3
GLNX 86150	06/80	111A100W3
GLNX 86153	10/80	111A100W3
GLNX 86155	11/78	111A100W3
GLNX 86158	11/78	111A100W3
GLNX 86161	11/78	111A100W3
GLNX 86164	11/78	111A100W3
GLNX 86167	11/78	111A100W3
GLNX 86174	11/78	111A100W3
GLNX 86175	11/78	111A100W3
GLNX 86176	11/78	111A100W3
GLNX 86179	11/78	111A100W3
GLNX 86181	03/76	111A100W3

EXHIBIT A

LIST OF RAILCARS

Car Number	Date Built	DOT Spec
GLNX 86185	10/80	111A100W3
GLNX 86187	02/77	111A100W3
GLNX 86195	11/78	111A100W3
GLNX 86196	11/80	111A100W3
GLNX 86197	11/78	111A100W3
GLNX 86199	11/78	111A100W3
GLNX 86200	11/78	111A100W3
GLNX 86201	11/78	111A100W3
GLNX 86202	11/78	111A100W3
GLNX 86203	06/80	111A100W3
GLNX 86204	06/80	111A100W3
GLNX 86207	03/76	111A100W3
GLNX 86211	06/80	111A100W3
GLNX 86213	06/80	111A100W3
GLNX 86214	03/76	111A100W3
GLNX 86215	03/76	111A100W3
GLNX 86216	06/80	111A100W3
GLNX 86217	06/80	111A100W3
GLNX 86219	11/78	111A100W3
GLNX 86222	06/80	111A100W3
GLNX 86224	06/80	111A100W3
GLNX 86227	06/80	111A100W3
GLNX 86230	12/78	111A100W3
GLNX 86231	12/78	111A100W3
GLNX 86239	10/75	111A100W3
GLNX 86245	10/75	111A100W3
GLNX 86251	06/76	111A100W3
GLNX 86253	06/76	111A100W3
GLNX 86261	12/78	111A100W3
GLNX 86282	06/76	111A100W3
GLNX 86298	06/76	111A100W3
GLNX 86300	11/78	111A100W3
GLNX 86303	10/75	111A100W3
GLNX 86304	06/76	111A100W3
GLNX 86305	11/75	111A100W3
GLNX 86324	06/80	111A100W3
GLNX 86326	06/80	111A100W3
GLNX 86328	10/80	111A100W3
GLNX 86359	01/80	111A100W3

Fifty-eight (58) 34,000 gallon nominal capacity pressurized railroad tank cars:

EXHIBIT A

LIST OF RAILCARS

Car Number	Date Built	DOT Spec
GLNX 381	09/80	105J300W
GLNX 3406	05/70	112J340W
GLNX 3409	05/70	112J340W
GLNX 3419	05/70	112J340W
GLNX 3428	08/70	112J340W
GLNX 3439	10/70	112J340W
GLNX 3443	10/70	112J340W
GLNX 34030	10/77	105J300W
GLNX 34113	12/79	105J300W
GLNX 34118	12/79	105J300W
GLNX 34119	12/79	105J300W
GLNX 34120	01/80	105J300W
GLNX 34122	01/80	105J300W
GLNX 34123	12/79	105J300W
GLNX 34124	12/79	105J300W
GLNX 34125	12/79	105J300W
GLNX 34126	12/79	105J300W
GLNX 34127	12/79	105J300W
GLNX 34128	12/79	105J300W
GLNX 34129	12/79	105J300W
GLNX 34130	01/80	105J300W
GLNX 34131	12/79	105J300W
GLNX 34132	12/79	105J300W
GLNX 34133	01/80	105J300W
GLNX 34134	12/79	105J300W
GLNX 34135	12/79	105J300W
GLNX 34136	01/80	105J300W
GLNX 34137	01/80	105J300W
GLNX 34138	01/80	105J300W
GLNX 34139	01/80	105J300W
GLNX 34140	12/79	105J300W
GLNX 34141	01/80	105J300W
GLNX 34143	01/80	105J300W
GLNX 34144	01/80	105J300W
GLNX 34145	01/80	105J300W
GLNX 34147	01/80	105J300W
GLNX 34148	01/80	105J300W
GLNX 34149	01/80	105J300W
GLNX 34150	01/80	105J300W
GLNX 34151	02/80	105J300W
GLNX 34152	02/80	105J300W
GLNX 34153	02/80	105J300W

EXHIBIT A

LIST OF RAILCARS

Car Number	Date Built	DOT Spec
GLNX 34154	01/80	105J300W
GLNX 34307	01/80	105J300W
GLNX 34308	01/80	105J300W
GLNX 34309	01/80	105J300W
GLNX 34310	02/80	105J300W
GLNX 34311	02/80	105J300W
GLNX 34312	01/80	105J300W
GLNX 34313	01/80	105J300W
GLNX 34314	01/80	105J300W
GLNX 34315	01/80	105J300W
GLNX 34316	02/80	105J300W
GLNX 34317	01/80	105J300W
GLNX 34319	01/80	105J300W
GLNX 34320	01/80	105J300W
GLNX 34321	01/80	105J300W
GLNX 34322	05/77	105J300W

Total 301 railroad tank cars pledged by GLNX Corporation