

RECORDING REQUESTED BY
'02 FEB 13 AM 11:53

Vol M02 Page 8838

WHEN RECORDED RETURN TO:

FOOTHILL CAPITAL CORPORATION
11111 SANTA MONICA BOULEVARD, STE 1500
LOS ANGELES, CA 90025

Attn: BUSINESS FINANCE DIVISION MANAGER

State of Oregon, County of Klamath
Recorded 02/13/2002 11:53 a m.
Vol M02, Pg 8838-8846
Linda Smith, County Clerk
Fee \$ 76⁰⁰ # of Pgs 9

THE AREA ABOVE IS RESERVED FOR RECORDERS USE

AMENDMENT NUMBER ONE TO LINE OF CREDIT TRUST DEED, ASSIGNMENT OF RENTS
AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

8839

Return to: **CL@S** tion
1425 RIVER PARK DRIVE, SUITE 110
SACRAMENTO, CA 95815-4500
TEL: 916.564.7000 / 800.952.5676
FAX: 916.564.7000
account number 3398 81559 Division Manager

**AMENDMENT NUMBER ONE TO LINE OF CREDIT
TRUST DEED, ASSIGNMENT OF RENTS AND LEASES,
SECURITY AGREEMENT AND FIXTURE FILING**

This AMENDMENT NUMBER ONE TO LINE OF CREDIT TRUST DEED, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING (the "Amendment") is made and entered into as of this 14th day of November, 2001, by and between GREYHOUND LINES, INC., a Delaware corporation (the "Trustor"), and FOOTHILL CAPITAL CORPORATION, a California corporation (the "Beneficiary"), with reference to the following facts:

WITNESSETH

WHEREAS, the Trustor and the Beneficiary have previously entered into that certain Loan and Security Agreement, dated as of October 24, 2000 (the "Loan Agreement"), whereby the Beneficiary agreed to make certain financial accommodations available to the Trustor in the amounts and on the terms specified therein (collectively, the "Loan"); and

WHEREAS, the Loan is secured by, *inter alia*, that certain Line of Credit Trust Deed, Assignment of Rents and Leases, Security Agreement and Fixture Filing described on Exhibit "A" attached hereto and incorporated hereby (the "Deed of Trust"), which such Deed of Trust encumbers the property described on Exhibit "B" attached hereto and incorporated hereby; and

WHEREAS, the Trustor and the Beneficiary are concurrently herewith entering into that certain Amendment Number One to Loan and Security Agreement (the "Loan Agreement Amendment"), which such agreement amends the Loan Agreement; and

WHEREAS, the parties desire to amend the Deed of Trust, on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Deed of Trust is hereby amended as follows:

1. The terms "Loan and Security Agreement" and "Loan Agreement" as used in the Deed of Trust shall hereafter refer to the Loan Agreement as amended by the Loan Agreement

Amendment, together with all amendments, restatements, modifications, supplements, extensions and/or renewals thereof.

2. The term "Maturity Date" as used in the title page of the Deed of Trust shall hereinafter mean October 24, 2003.

3. The Trustor waives, to the maximum extent permitted by applicable law, any rights it may have under applicable law relating to the prohibition of the obtaining of deficiency judgment by the Beneficiary against the Trustor.

4. The Trustor hereby reaffirms all of the terms, provisions, covenants, warranties, representations and agreements contained in the Deed of Trust as modified by this Amendment.


5. Except as expressly modified in this Amendment, all of the terms, provisions, covenants, warranties, representations and agreements contained in the Deed of Trust are, and shall remain, in full force and effect.

[remainder of page left blank intentionally]

6. This Amendment may be executed in one or more counterparts, which, when executed by all parties, shall constitute one complete original and shall be binding on the parties hereto.

"Trustor"

GREYHOUND LINES, INC.,
a Delaware corporation

By: 
Print Name: Jeff Sanders
Its: SVP - CFO

Approved as to form
By: 
Attorney 1/1/06

"Beneficiary"

FOOTHILL CAPITAL CORPORATION,
a California corporation

By: _____
Print Name: _____
Its: _____

6. This Amendment may be executed in one or more counterparts, which, when executed by all parties, shall constitute one complete original and shall be binding on the parties hereto.

"Trustor"

GREYHOUND LINES, INC.,
a Delaware corporation

By: _____
Print Name: _____
Its: _____

"Beneficiary"

FOOTHILL CAPITAL CORPORATION,
a California corporation

By: *R. Bernier*
Print Name: ROBERT BERNIER
Its: VP

STATE OF Texas)
) ss.
COUNTY OF Dallas)

On January 10, 2001⁽²⁾ before me, the undersigned, a notary public in and for said State, personally appeared Jeffrey Sanders personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Karen K. Pederson
Notary Public

[SEAL]



STATE OF _____)
) ss.
 COUNTY OF _____)

On Dec 30, 2001 before me, the undersigned, a notary public in and for said State, personally appeared Robert Bernier personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


 Notary Public

[SEAL]

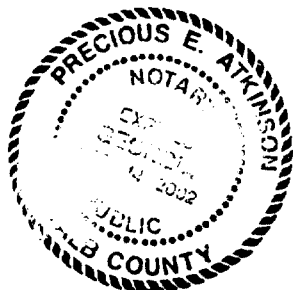


Exhibit "A"**DESCRIPTION OF RECORDED DOCUMENTS**

1. LINE OF CREDIT TRUST DEED, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING, dated October 24, 2000 and recorded on February 2, 2001 in the Official Records of Klamath County, State of Oregon in Volume M01, Page 4213.

Exhibit "B"**LEGAL DESCRIPTION**

Lots 1, 17, 18 and 19 in Block 4 of Canal Addition to the City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon, SAVING AND EXCEPTING the following described parcel: Beginning at the Northeasterly corner of Lot 17, Block 4, Canal Addition to the City of Klamath Falls, Oregon; thence South 52°51' West along the Southeasterly line of Klamath Avenue, a distance of 10.0 feet; thence South 63°34½' East 8.89 feet to a point on the Westerly line of Commercial Street, thence North along the Westerly line of Commercial Street, a distance of 10.0 feet to the point of beginning.

Site 108
Klamath Falls, Oregon
Klamath County