

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

Foothill Capital Corporation  
1000 Abernathy Road  
Suite 1450  
Atlanta, Georgia 30328  
Attention: Kevin Belanger

Vol M02 Page 53109

State of Oregon, County of Klamath  
Recorded 09/18/2002 8:16 a.m.  
Vol M02, Pg 53109-16  
Linda Smith, County Clerk  
Fee \$ 71.00 # of Pgs 8

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

This AMENDMENT NUMBER TWO 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 24<sup>th</sup> day of July, 2002, 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 (as amended from time to time, 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 Two 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, 2004.

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.

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.

[remainder of page left blank intentionally]

53111

IN WITNESS WHEREOF, the parties hereto have executed this document as of the date first set forth above.

**"Trustor"**

GREYHOUND LINES, INC.,  
a Delaware corporation

By: \_\_\_\_\_

Name: Teff Sanders

Its: SVP - CFO

Approved as to form  
By: [Signature]  
Attorney 8/13/02

**"Beneficiary"**

FOOTHILL CAPITAL CORPORATION,  
a California corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this document as of the date first set forth above.


**"Trustor"**

GREYHOUND LINES, INC.,  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**"Beneficiary"**

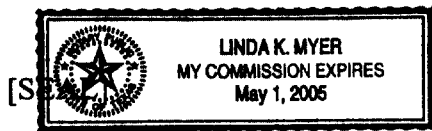
FOOTHILL CAPITAL CORPORATION,  
a California corporation

By:  \_\_\_\_\_  
Name: Kevin J. Belanger  
Its: Vice President

STATE OF TEXAS )  
 ) ss.  
COUNTY OF DALLAS )

On AUGUST 20, 2002 before me, the undersigned, a notary public in and for said State, personally appeared JEFF 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.



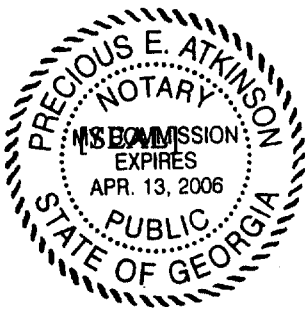
Linda K. Myer  
Notary Public

STATE OF Georgia )  
 ) ss.  
COUNTY OF Fulton )

53114

On August 13, 2002 before me, the undersigned, a notary public in and for said State, personally appeared Kevin S. Belanger 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.



Precious E. Atkinson  
Notary Public

Exhibit "A"**DESCRIPTION OF TRUST DEED**

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.✓

**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